



MOORAGE AGREEMENT

I _____ request moorage at LOST CREEK MARINA and agree to abide by all safety regulations and courtesy rules listed below.

No overnight stay in boats moored in the marina. Moorage docks shall be vacated of all persons by dark. Marina gates will be locked at night for security reasons.

A departure/return schedule must be given to Marina staff when boats are removed from the lake. Failure to do so may result in delays in accessing your slip. Spaces may not be sub-leased or loaned out except with approval of the Marina staff.

LOST CREEK MARINA reserves the right to determine the lengths, widths, and types of boats moored in the Marina. All boats wider than 8 feet and longer than 24 feet are subject to an additional charge.

SAFETY REGULATIONS AND COURTESY RULES

- Swimming is not allowed in the moorage area.
- Fishing is not allowed from the docks.
- It is the responsibility of the Moorage patron to properly secure their boat, so as not to cause damage to the docks or adjacent boats.
- Dogs must be kept on a leash.
- Boats must leave and enter the docking area slowly.
- BBQ's are not allowed on the docks or moored boats.

NAME: _____ SIGNATURE: _____

ADDRESS: _____

HOME PHONE: _____ BUSINESS PHONE: _____

BOAT MAKE: _____ STYLE: _____ LENGTH: _____

COLOR: _____ HULL #: _____

START DATE: _____ LENGTH OF MOORAGE: _____ PAID: _____

Daily: \$14.00 Weekly: \$95.00 Monthly: \$160.00

Seasonal (April 1 thru October 31)

Under 24': \$578.00 Over 24': \$756.00

Annual

Under 24': \$710.00 Over 24': \$921.00

MOORAGE FEES ARE NOT REFUNDABLE

35211 Highway 62 • Trail OR • 97541 Phone: 541-560-3646 • Fax: 541-560-3269



**Addendum to 2009 Moorage Agreement
Lewis Resorts, LLC dba/Lost Creek Marina**

The following policies and procedures and waiver of liability is herein agreed upon by Lewis Resorts, LLC/dba Lost Creek Marina (hereinafter referred to as LCM) located at Joseph Stewart State Park Day Use Area, 35211 Hwy 62, Trail, Oregon 97541, and the undersigned boat moorage customer (hereinafter referred to as Owner). The Owner acknowledges that it enters into this agreement as a voluntary action to receive the benefit of mooring their boat at Lost Creek Marina. The Owner acknowledges that it assumes all responsibility and risk of piloting, docking, and mooring the boat and assumes all responsibility and risk for the actions necessary to secure the boat appropriately so as to prevent damage to the boat and to other property. The Owner acknowledges that certain adherent risks exist in docking or mooring the boat on Lost Creek Lake including, without limitation, the damage or destruction of the boat at the marina and takes full responsibility for any and all damage that may occur to the boat or persons on or near the boat resulting from the inherent risks and dangers whether or not specifically identified herein,

Owner shall be responsible for taking all necessary precautions to properly and adequately secure the boat to the dock; and Owner shall likewise be responsible for all damage which may occur to Owner's boat, or to any other property or vessels other than their boat on account of the Owner's failure to properly secure the boat. If, in the reasonable judgment of LCM, the boat, is inadequately secured by the Owner, LCM may, but shall not be required or obligates, to resecure the boat, including providing of additional or replacement lines, at Owners expense and liability.

In the event of a discharge or spill of petroleum products or solvents, the Owner is obliged to immediately report it to LCM. In the event of a discharge or spill, whether hazardous or non-hazardous, Owner will be fully responsible for any costs associated with cleanup and any consequential damages there from. While LCM may, at its option, undertake a cleanup of any discharge or spill, it will be at the Owner's expense. In addition, the Owner agrees and acknowledges that LCM is and shall be under no obligation whatsoever to accept or receive for safekeeping and property of Owner; and nothing in the agreement is intended to create any bailment relationship between the parties hereunder.

Acknowledgement of Risk

This agreement is for the use of moorage or dock space only. Such space is to be used at the sole risk of Owner. Owner acknowledges that he is aware that the interiors and maintenance of the boats in the marina moored or docked in the marina by other boat owners is exclusively controlled by the respective boat owners. This includes the storage of flammable liquids and materials upon said boats. Owner hereby assumes the risk of fire and or other damages which may be caused to Owner's boat by the dockage or moorage of other boat, and agrees that said boat's maintenance or condition is not the responsibility of LCM. LCM shall not be liable for the care and/or protection of the Owner boat, including her gear, contents, and equipment.

Boat Owner: _____ Slip #: _____

Address: _____

Boat Registration #: _____ Boat Description: _____

Signature: _____ Date _____