LEESYLVANIA STATE PARK

BOAT STORAGE CONTRACT

1. The maximum boat length allowed in storage area is 25 feet. All boats must be stored on properly licensed trailers.

2. Rental period is twelve months Dec. 1 – Nov. 30. Payment must be paid in full upon application. Contract price will be prorated if you entered into a month other than December.

3. Annual Renters shall make payments due no later than the first day of the rental period. Late payments will incur a 10% late fee. Accounts more than 30 days delinquent may result in termination of contract. Failure to pay may result in the RENTER’s boat trailer being immobilized until payment is made. Failure to pay within 60 days of due date will result in the RENTER’s boat being removed from Park property and stored offsite at owner’s expense.

4. RENTERS shall receive a park/launch pass. This pass must be displayed and is good for ONLY Leesylvania State Park. These passes are valid for one (1) year from the date of issue for one (1) vehicle and the registered boat ONLY.

5. Park/launch passes must be displayed in vehicles at all times while on the Park premises.

6. Upon initial payment, the RENTER will be provided access to the boat storage area. Boat access will be during regular Park hours only. The storage area gate must remain locked at all times. Each RENTER will be responsible for securing the gate upon entering and leaving the lot. Access shall not be given to any unauthorized person(s).

7. Use of the storage space is reserved for the registered trailer and boat as shown on the Boat Storage Rental Application. RENTER shall not change assigned space in the storage area without first receiving approval from PARK management. The PARK maintains the right to relocate any boat should circumstances warrant.

8. The rented space is non-transferable, and there are no refunds for early termination.

9. Accessory items (e.g. storage boxes) for boats or trailers must be kept on the boat and/or trailer and not on the ground. Only wheel chock blocks and trailer tongue blocks are exceptions to this rule.

10. Only routine maintenance may be performed on boats or trailers in the boat storage area. While stored, boats must remain on the trailer at all times. Boats and trailers must be removed from the Park for major repairs. Any spillage of fuel, petroleum products, or other hazardous materials shall be reported to PARK management immediately. Required cleanup will be at RENTER’s expense.

11. In the event of reportable accident/property damage, the RENTER shall advise PARK staff who will investigate for insurance and legal purposes.

12. The RENTER agrees to maintain adequate insurance coverage on his/her property while stored at the PARK. The RENTER waives all claims against the PARK and its agents and employees for damage to or loss of property, including but not limited to damage to or loss by theft, pilferage, fire, flood, vandalism, or acts of God.

13. Any behavior not considered in the best interest of others, or that endangers the safety of others or the RENTER, may result in the loss of boat storage privileges and possibly Park privileges.

14. The RENTER shall provide written notice to terminate this contract. Failure to provide written notice may result in the RENTER owing additional fees. The PARK reserves the right to terminate this contract without cause and shall provide the RENTER advance notice (in writing).

15. In the event of a breach of contract by RENTER, The Department of Conservation and Recreation shall be entitled to recover its costs, including reasonable attorney’s fees, incurred in enforcing its rights herein.

16. The RENTER agrees to indemnify and hold harmless The Department of Conservation and Recreation, Division of State Parks, their officers, agents, servants, and employees from and against any and all claims, demands, actions, causes of action, damage, liabilities and expense arising out of the operation of this contract.

17. Boat storage fees are subject to change as are the terms of this contract. The RENTER shall be notified in advance of any such changes.

18. The RENTER shall provide a copy of boat registration and trailer registration before moving a NEW boat into the boat storage area.

RENTER agrees to all of the conditions as stated above. This contract supersedes all previous contracts and becomes effective on the date signed until such time as either party terminates it or the contract is revised in any way.

_________________________  __________________________
Signature of RENTER                             Date

_________________________  __________________________
Signature of PARK Representative               Date