

**2019 RISING SUN PUBLIC DOCKS APPLICATION/SHORT FORM**

I request slip size \_\_\_\_\_ feet.

The rate for the 2019 season is **\$15.00** per foot for boats up to 26 feet in length. For boats more than 26 feet, the rate is **\$20.00** per foot. Boat will be permitted to berth only on the inside (shore) side of the dock. Mooring spaces will be granted on a preferential basis in the following order:

- First. City of Rising Sun or Ohio County Residents by lottery selection;
- Second. If spaces remain, all other applicants by lottery selection.

Application for mooring space must be received by the Office of the Clerk-Treasurer of the City of Rising Sun, 200 N. Walnut Street, Rising Sun, Indiana by 5:00 p.m. on the 24<sup>th</sup> day of April, 2019.

Name \_\_\_\_\_

Street \_\_\_\_\_

City/State/Zip \_\_\_\_\_

SLIP SIZE PREFERRED \_\_\_\_\_

HOME PHONE # \_\_\_\_\_

BUSINESS PHONE # \_\_\_\_\_

EMERGENCY # \_\_\_\_\_

**BOAT INFORMATION**

MAKE \_\_\_\_\_ TYPE \_\_\_\_\_ YEAR \_\_\_\_\_

LENGTH OVERALL \_\_\_\_\_ BEAM (Width) \_\_\_\_\_ DRAFT \_\_\_\_\_ HEIGHT \_\_\_\_\_

BOAT REGISTRATION # \_\_\_\_\_

HULL IDENTIFICATION # \_\_\_\_\_

NAME ON THE BOAT \_\_\_\_\_ PRIMARY COLOR \_\_\_\_\_ TRIM \_\_\_\_\_

HULL DESIGN (CHECK AS APPLIES)

\_\_\_\_ V-HULL \_\_\_\_ TRI-HULL \_\_\_\_ SAIL \_\_\_\_ PONTOON

PROPULSION (CHECK AS APPLIES)

\_\_\_\_ OUTBOARD \_\_\_\_ INBOARD/OUTBOARD \_\_\_\_ INBOARD

**INSURANCE**

Insurance Company Name \_\_\_\_\_ Policy Number \_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Agent's Name \_\_\_\_\_

Agent's Phone Number \_\_\_\_\_

**OFFICE USE ONLY**

DATED RECEIVED \_\_\_\_\_ TIME \_\_\_\_\_

BY \_\_\_\_\_

\_\_\_\_ signed Application \_\_\_\_ signed Contract \_\_\_\_ signed Rules

## **MOORING SPACE RENTAL AGREEMENT**

THIS AGREEMENT by and between Rising Sun/Ohio County Port Authority, (hereinafter referred to as "Port") and the party or parties herein after named as Lessee.

WHEREAS, Lessee desires to rent dock space from the Port at the Rising Sun Public Landing and Public Docks for mooring of a recreational vessel, NOW THEREFORE, the parties agree as follows:

1. **TERMS:** The Port will provide dock space for berthing of Lessee's boat described herein, except for City events on the riverfront including but not limited to July 4 and all other City sponsored river events. During said events, Lessee's vessel shall be removed from the rental space and relocated for duration as requested by the Port.

The rate for the 2019 season is **\$15.00** per foot for boats up to 26 feet in length. For boats more than 26 feet, the rate is **\$20.00** per foot. Boat will be permitted to berth only on the inside (shore) side of the dock. Mooring spaces will be granted on a preferential basis in the following order:

First. City of Rising Sun or Ohio County Residents by lottery selection;

Second. If spaces remain, all other applicants by lottery selection.

Location of the dock rental space will be assigned by the Port, who may move said vessel from place to place in its facility as it sees fit.

Additional terms are as follows:

- a. All rental fees are paid in full in advance to "City of Rising Sun, Indiana" at the time the Mooring Space Rental Agreement is delivered to the Office of the Clerk-Treasurer. Certificate of Insurance must also be included with the application.
- b. In the event of any breach of the terms and conditions of this agreement by the Lessee, the Port may immediately terminate this lease. In the event of such termination the Lessee will immediately remove his/her boat unless there are outstanding rentals or other fees.
- c. Rental charges noted do not include sale or use taxes which may be applicable. All such taxes shall be at the sole expense

of the Lessee. Payment for the berth space does not include any additional services.

2. SEASONAL RENTAL: Said season is anticipated to last until October 1, 2019 but may vary depending upon the weather. If the Lessee vacates early, there will be no refund of rentals paid.
3. VESSEL RELOCATION: The Port reserves the right, in its sole discretion, at any time during the term of this lease and from time to time, to relocate and transfer the vessel to a different slip in the Public Docks, having a length and width adequate to properly moor the vessel. Within ten (10) days after receipt of written notice from the Port, Lessee agrees to move the vessel to the new slip, and except for the slip description, all of the terms and conditions of this lease shall remain in full force and effect. If Lessee shall fail to move the vessel to the new slip within the required period of time, the Port is authorized to move the vessel at Lessee's risk; and Lessee expressly releases and relieves the Port of any liability for loss or damage to the vessel or other property of Lessee or Lessee's permittees during such relocation.
4. THE PERMIT ISSUED BY THE DEPARTMENT OF THE ARMY TO THE PORT ALLOWS CONSTRUCTION OF A "SEASONAL DOCK". THE DOCKS ARE NOT DESIGNED FOR USE IN FLOOD OR "HIGH WATER" CONDITIONS. THE DOCKS FLOAT ABOVE THE SPUD POLES IF SEVERE FLOODING OCCURS WHICH MAY RESULT IN LOSS OF THE VESSEL AND THE DOCKS. LESSEE IS RESPONSIBLE TO MONITOR FLOOD CONDITIONS IN THE OHIO RIVER AND SHALL REMOVE THE VESSEL TO SHORE FOR PROTECTION OF THE VESSEL. THE PORT ASSUMES NO DUTY OR OBLIGATION TO NOTIFY LESSEE OF WHEN THESE CONDITIONS MIGHT OCCUR.
5. INSURANCE: Lessee agrees to procure and maintain in force for the term of this lease an insurance policy covering the vessel and the Lessee's liabilities arising out of the possession thereof. Lessee agrees to provide the Port a copy of the certificate of insurance upon submission of application.
6. CHANGE OF ADDRESS: The Lessee specifically agrees to notify the Port of change of address within 15 days of such change.
7. RULES AND REGULATIONS: As a part of the terms and conditions of this agreement, the Lessee agrees that he/she has read and understands the rules and regulations which have been established for the Rising Sun Public Landing and Public Docks and agrees to comply with and be bound by them and such other rules as may be promulgated or adopted.

8. WAIVER OF LIABILITY: The Lessee hereby agrees to indemnify and hold harmless the Rising Sun/Ohio County Port Authority and the City of Rising Sun, Indiana and its officers, employees and agents for the consideration herein to be fore set forth, from any cost, expenses, damages and, against all claims, demands, damage, liability that may be asserted by anyone due to:
  - a. property loss of any type, property damage due to fire, theft, collision, or property loss from any other cause to said owner's vessel, motors, sails, furniture, equipment, tackle or appurtenances, or to other property contained in or on owner's vessel, or on premises of the Public Docks or to personal property of others on the vessel or Public Docks premises, and
  - b. any personal injury, death or illness arising from the occupancy or use of the Public Docks premises or facilities, where such injury or damage is caused in part, however slight, by Lessee, his agents, servants, invitees or employees.
  - c. any alleged damage or loss to marine property, non-marine property or personal injury caused in part, regardless of how slight, by Lessee, his agents, servants, invitees or employees.
9. This agreement is to provide the Lessee with a mooring space. There is no agreement to create a bailment of the vessel, nor do the parties intend to create a bailment of the vessel. This agreement is merely for the renting of a space by the Lessee for his/her vessel. There is neither temporary nor permanent dominion; or control exercised over said vessel by the Port, but said control is to remain in vessel Lessee at all times. The agreement is for the use of space only and such space is to be used at the sole risk of the Lessee. The Port shall not be liable for the care or protection of the vessel, including her gear, equipment and appurtenances at any time, including but not limited to loss resulting from flooding referred to in paragraph 4.
10. It is the full responsibility of the Lessee to make arrangements for the safety and protection of his/her vessel and appurtenances.
11. This agreement shall be in full force and effect, unless terminated under anyone of the following conditions:
  - a. by destruction of the slip/mooring space facilities by fire, storm, acts of God, acts of government, acts of third parties, or other calamity;
  - b. in the event Lessee shall make a bona fide sale of the vessel listed in the agreement, and/or remove the vessel to another berth after notification to Public Docks and payment of all accrued charges;

- c. by breach or default of City Ordinance No. 2005-1 A Local Law regulating the use of the Rising Sun Public Landing, Boat Ramp and Public Docks or subsequent amendments, as solely determined by the Port;
  - d. by termination in writing on ten (10) days notice by Port;
  - e. by breach of the warranties or agreements contained herein, said breach to be solely determined by the Port.
12. Lessee agrees to fully comply with City Ordinance No. 2005-1 A Local Law regulating the use of the Rising Sun Public Landing, Boat Ramp and Public Docks or subsequent amendments, as fully as though they were set forth herein, and should breach of this agreement or violation of posted rules and regulations occur, this rental agreement shall terminate immediately at the option of the Port.
13. This document, together with City Ordinance No. 2005-1 A Local Law regulating the use of the Rising Sun Public Landing, Boat Ramp and Public Docks or subsequent amendments which will be posted and available at the facility, constitute the entire agreement between the Port and the Lessee. There can be no assignment by either party without the full consent and knowledge of the other party. Should there be a waiver of any conditions by Public Docks, this shall not be deemed a continuing waiver.
14. In the event of any breach hereunder including but not limited to recovery in whole or in part for services or slip/mooring space rental charges, in any Court, the Lessee hereby agrees to pay all Court costs together with attorney's fees, collection fees and interest and further said vessel be responsible for such costs, fees and interest.
15. NOTICES: All notices and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or mailed to the Rising Sun/Ohio County Port Authority at 200 N. Walnut Street, P. O. Box 172, Rising Sun, Indiana 47040 and the Lessee at the address stated on his or her application for space.
16. FAILURE TO VACATE: Should Lessee holdover and remain in the slip after termination of this lease, he shall be a Lessee at sufferance and shall be liable to the Port for any damages, liability, costs and expenses (including attorney's fees) incurred as a result of Lessee's failure to vacate the slip.
17. SLIP ASSIGNMENT: The lease shall not be transferred or assigned by Lessee, nor shall Lessee sublet the slip or otherwise permit another vessel to occupy the slip, without the Port's prior written consent, which consent may be withheld at the Port's sole

discretion. The Port may assign this lease to any purchaser of the slip and/or any lender. Port slips are not refundable.

- 18. STATE AND LOCAL COMPLIANCE: Lessee agrees to comply with all requirements of the state and local Board of Health and the Environmental Protection Agency. Lessee will not discharge or allow the discharge of sewage or other waste material overboard. If Lessee fails to comply the Port will terminate this lease.
- 19. This agreement contains the entire understanding between the parties hereto.
- 20. This agreement shall be construed and governed by the laws of the State of Indiana.
- 21. This agreement shall commence on the execution hereof and to continue to October 1, 2019 unless terminated sooner by reason of the weather.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seal this \_\_\_\_\_ day of April, 2019.

"LESSEE"

\_\_\_\_\_

Date: \_\_\_\_\_

"RISING SUN/OHIO COUNTY PORT AUTHORITY"

\_\_\_\_\_  
President

Date: \_\_\_\_\_

**RETURN THIS APPLICATION AND AGREEMENT WITH CERTIFICATE OF INSURANCE AND A CHECK MADE PAYABLE TO THE RISING SUN/OHIO COUNTY PORT AUTHORITY ON OR BEFORE \_\_\_\_\_, 2019.**