

Master Lease Agreement

Fee Schedule

See: captainkiddhomeowners.com/paydues

Upon payment of the annual invoice, this Lease Agreement between CAPTAIN KIDD ASSOCIATION, an Idaho Corporation ("Lessor"), and the undersigned watercraft owner ("Lessee") renews for each watercraft season under the following terms:

Payment is due by May 1; failure to pay allows Lessor to lease the slip to others. Lessee has inspected and accepts the slip as adequate. Lessor is responsible only for waterfront supervision and maintenance.

Lessee shall use due care, vacate in good condition, and assume liability for any injury or damage caused by their watercraft. Lessee indemnifies Lessor against all claims. Lessor is not responsible for damage from weather, fire, theft, or third-party actions.

Noncompliance terminates this Lease. The agreement renews annually upon invoice payment unless terminated by either party.

Lessee shall indemnify and hold Lessor harmless against all claims and liabilities arising from or connected with such possession and use of the berthing slip and operation of the watercraft. Lessor shall not be responsible for personal injury or property damage from low water, winds or other weather conditions, nor shall Lessor be responsible for any damage caused by fire, theft, electrical failure or other casualty attributable to the acts of a third party. In the event it is necessary for the Lessor to consult an attorney or bring an action to enforce any of the Lessee's obligations and liabilities under the terms of this Lease Agreement, Lessee agrees to pay, in addition to damages, Lessor's costs and attorney fees incurred in that process.

Breach of the conditions of this Lease Agreement shall automatically terminate this Lease Agreement.

Terms and Conditions

Compliance with Laws

Lessee shall comply with all applicable rules, regulations and instructions of the U.S. Coast Guard, and all laws, ordinances, rules and regulations of any federal, state, city, local or other governmental agency with jurisdiction regarding the watercraft or docking in the marina. At all times that the vessel is moored at the marina, the vessel shall be used solely for lessee's personal use of watercraft (or that of the person renting the lessee's property).

Boat Overhangs

No portion of any vessel (including but not limited to bowsprits, planks, bow pulpits, or swim steps) may extend over the walkway in a manner that reduces the passageway to less than five (5) feet at any time. Vessel components extending into the waterway beyond the slip's end must not interfere with the safe navigation of other boats or impede access to adjacent slips.

Vessel width must allow for the use of bumpers on both sides between the vessel and the slip to prevent contact with the dock. Vessels too wide to accommodate bumpers on both sides are prohibited unless an alternative, approved form of dock protection (e.g., a boat lift) is provided.

Vessel owners are solely responsible for verifying that the dimensions of their vessel are compatible with their assigned slip and comply with these overhang and clearance requirements. Owners are liable for any damage caused to docks, slipcover structures, or other dock infrastructure resulting from non-compliance or improper operation of their vessel.

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Dock Modifications or Storage Boxes

Modifications on docks and fingers are only allowed by authorized board personnel or designated contractors. This includes adding carpet or modifying protective dock stripping or corners. Owners should request authorization from the board prior to installing or placing a storage box on the dock. No boat lifts shall be attached to the docks. Boat lift boxes require authorization from the board prior to installing or placing on the dock.

Dock Lines

Dock lines shall be maintained in a safe and neat manner and be of adequate size for the vessel. All vessels shall be moored securely. Dock lines should be coiled near cleats and kept clear of walkways.

Dock Clutter

Docks and fingers are to be kept free of clutter. No stairs (unless marine grade and approved by the board) garbage cans, containers, or similar items are permitted. Dock furniture, umbrellas or stands, inflatable rafts, tubes, etc. must be stored aboard vessels when not in use. Nothing is permitted to be attached to the slipcover frames. This includes clotheslines, flags, satellite dishes, and any decorative items. No gas cans or containers are allowed on the docks at any time.

This Lease is personal to the Lessee. Lessee shall not assign, sublet, transfer or permit the use of the assigned space to any other party, or for the use by any other watercraft other than the one owned by the Lessee and described herein without the prior written consent of the Lessor.

Owners of both long-term and short-term rentals are responsible for ensuring that their renters fully comply with these requirements.

The Captain Kidd Association (CKA) Board of Directors reserves the right to revoke a member's slip privileges for any violation of these requirements, unsafe vessel operation in or around CKA docks, or any other breach of the terms and conditions of the Master Lease Agreement.