

# Attachment A

## Terms and Conditions

1. **Definitions.** As used in this Agreement, the terms set forth below have the following definitions:
  - 1.1 **IDPR.** The Idaho Department of Parks and Recreation.
  - 1.2 **Boat or Vessel.** Any motorized or non-motorized watercraft used or capable of being used as a means of transportation on water and subject to those provisions of the Idaho Code relating to the titling and registration of vessels but excluding sea planes and float homes.
  - 1.3 **Vessel Owner.** The person holding record title to the vessel.
  - 1.4 **Moorage Space:** The marina slip or moorage buoy designated for the mooring of the vessel identified on the Data Page.
  
2. **Use and Occupation of Moorage Space.** VESSEL OWNER is hereby granted a license to moor within the designated Moorage Space the single and specific vessel identified on the Data Page by registration number and length. The vessel moored in the Moorage Space must be registered in the VESSEL OWNER's name. The VESSEL OWNER shall be responsible to inform the IDPR if there is any change in the registration number or the length of the boat to be moored within the Moorage Space.
  - 2.1 **Dock Condition.** VESSEL OWNER accepts the Moorage Space in its present condition with all faults or hazards, whether patent or latent, and without warranties or covenants, express or implied, as to the condition of the floats, walks, gangways, ramps, or mooring gear, cables, chains or anchors. The Moorage Space is to be used at the sole risk of the VESSEL OWNER, and VESSEL OWNER shall be solely responsible for, and assume the risk of, injuries to VESSEL OWNER, VESSEL OWNER's family, and VESSEL OWNER's invitees.
  - 2.2 **Additional Vessels.** VESSEL OWNER shall not moor any personal watercraft or other additional vessels within the Moorage Space.
    - 2.2.1 **Exception:** Buoy customers may tie a dingy or small vessel to the large vessel while it is moored on the buoy. The small vessel shall not be moored to the buoy unless the large vessel is present. Small vessels shall not be moored to large vessel when no persons are on either vessel.
  - 2.3 **Recreational Use Only.** All vessels moored on IDPR facilities will be used for recreational use only. Use of vessels moored at facilities for residential use (as defined by Rules and Regulations governing public use of Corp of Engineers water resources Development projects title 36 section 327.3f) is prohibited. Commercial use of the Moorage Space for any purpose is prohibited.
  - 2.4 **Securing Vessel.** VESSEL OWNER shall secure boat in slip with minimum of three acceptable marine-grade mooring lines according to the following schedule of boat lengths:
    - 0'-27' 3/8 inch diameter line or more.
    - 28'-36' 1/2 inch diameter line or more.
    - 37'-45' 5/8 inch diameter line or more.

VESSEL OWNER shall reimburse IDPR for its cost of labor and materials should a line break or otherwise fail in VESSEL OWNER's absence as well as any other damage occasioned by VESSEL OWNER's occupation of the premises.

- 2.5 Duty of Care.** VESSEL OWNER shall maintain the Moorage Spaces in a clean and sanitary manner at all times, and upon termination of this Agreement shall surrender the Moorage Space to IDPR in as good a condition as when received.
- 3. Payment.** In consideration of the rights granted herein, VESSEL OWNER shall pay to the Department the sum designated on the Data Page of this Agreement.
- 3.1 Late Payment.** If annual rent is not paid in full within 30 days of receipt of the annual bill, VESSEL OWNER must, in addition to paying the annual rent, pay a late payment fee of one-tenth the annual rent, or twenty-five dollars, whichever is greater. The parties acknowledge and agree that the late payment fee is a reasonable attempt to estimate and to compensate IDPR for additional costs incurred by IDPR in administering such late payments and is not intended as a penalty. For each subsequent calendar month in which payment is not made, VESSEL OWNER shall pay an additional late payment fee of one-tenth the annual rent or twenty-five dollars, whichever is greater. If for any reason annual rent is not paid in full within ninety (90) days of billing, VESSEL OWNER is deemed to have abandoned any and all rights to use of the Moorage Space and IDPR shall immediately terminate this Agreement. Any vessel moored after a Notice of Termination is issued by IDPR will be considered to be in trespass and IDPR shall cause such vessel to be removed from the mooring space at VESSEL OWNER's risk and expense and retake possession of the mooring space and rent the space to other persons
- 3.1.1 Notice of Termination.** VESSEL OWNER agrees that any Notice of Termination may be served upon VESSEL OWNER by mailing such Notice to VESSEL OWNER's address as designated on the Data Page. Such Notice is deemed to be effective three (3) days after the date of mailing or as otherwise designated in the Notice. After seven (7) days boat is subject to removal pursuant to section 9.1 of this Agreement.
- 4. Liability.** IDPR shall: (1) not be liable or responsible for the care or protection of VESSEL OWNER's boat (including gear, equipment, and contents), or for any loss or damage thereto, of whatever kind or nature; or (2) not be responsible for injuries to persons or property occurring thereon or as a result of VESSEL OWNER'S conduct or for any other reason whether herein specifically stated or not.
- 5. Indemnification.** VESSEL OWNER shall indemnify, defend, and hold harmless the IDPR, its officers, agents and employees from and against any and all liability, claims, actions, damage, costs, expenses and losses caused by or arising out of the performance, acts or omissions of the VESSEL OWNER, including VESSEL OWNER's agents, contractors, employees, licenses and invitees, or otherwise arising out of VESSEL OWNER's use of the Moorage Space, or arising from the failure of VESSEL OWNER to comply with any applicable state, federal or local statutes, rules or regulations. The foregoing indemnity shall include any court costs and attorney fees of whatever nature or type, whether or not litigation is commenced, that the IDPR may incur by reason of any of the above described acts or omissions of VESSEL OWNER.
- 6. Insurance.** VESSEL OWNER shall obtain and maintain boat insurance that includes liability coverage of \$300,000 or more, fuel spill liability coverage, and coverage of salvage expenses in the event of the sinking of VESSEL OWNER'S boat while moored within the moorage space. VESSEL

OWNER shall provide to IDPR a certificate of insurance coverage verifying the required coverages at the time of VESSEL OWNER's execution of this Moorage Agreement.

7. **No warranties.** No warranties or guarantees are made by the IDPR as to reservoir conditions or elevations during the period of this moorage contract. No refunds shall be made in the event conditions render the water body unsuitable for recreational use at a date earlier than usual or anticipated.
8. **Reassignment.** The IDPR shall have the right to change the Moorage Space assigned to the VESSEL OWNER or assign maximum or minimum size limitations on boats for specific areas of the Marina or associated facilities in order to provide for safe or optimal use of available slips or buoys or for other factors deemed necessary for the effective management of the Marina.
9. **Emergencies.** By signing this Agreement, VESSEL OWNER authorizes IDPR or its designee to move the boat from the designated moorage space in the event of the sinking of the boat, in the event of emergency or hazardous conditions, or to take other actions deemed necessary to prevent damage or decrease risk to IDPR facilities or other vessels, without liability to VESSEL OWNER.
  - 9.1 **Salvage.** VESSEL OWNER is responsible for removing OWNER's boat that sinks while moored pursuant to the Moorage Agreement, whether or not VESSEL OWNER's insurance covers the full cost of salvage or removal. If VESSEL OWNER fails to remove or salvage a sunken vessel within 14 days of receiving notice of such sinking, VESSEL OWNER, by signing this Agreement, waives any claim to damages that may incur in the salvage or removal of such vessel by IDPR, up to and including total loss of the boat.
10. **Breach.** VESSEL OWNER agrees that this Agreement may be terminated immediately by IDPR if (1) VESSEL OWNER breaches any condition of this Agreement or violates Idaho Department of Park and Recreation Rules and Regulations or posted marina regulations; or (2) if VESSEL OWNER'S boat sinks or is declared unsafe, a hazard, or a source of pollution by IDPR or any other entity responsible for enforcing those laws and regulations of the United States, the state of Idaho, or any local government applicable to motorized vessels.
  - 10.1 **Vessel Removal Upon Termination.** VESSEL OWNER shall remove the vessel within seven days of delivery of Notice of Termination. After seven days IDPR, without liability for damages of any kind, may remove the boat from the mooring space at VESSEL OWNER's risk and expense and retake possession of the mooring space and rent the same to other persons. VESSEL OWNER shall pay all costs associated with storage of the vessel after removal by IDPR.
11. **Rules.** The Marina is located within a State Park and VESSEL OWNER is subject to all applicable rules and regulations as set forth in IDAPA 26.01,20, Rules Governing the Administration of Parks and Receptions Areas and Facilities. Additionally, by signing this Agreement, VESSEL OWNER agrees to comply with all posted Marina regulations.
12. **Assignment.** This Agreement is personal to the VESSEL OWNER and is not to be assigned without the express written consent of IDPR, which may be withheld for any reason.
  - 12.1 **Sub-Leasing Prohibited.** VESSEL OWNER shall not sub-lease the Moorage Space to any person for any reason.
13. **Complete Statement of Terms.** No other understanding, whether oral or written, whether made prior to or contemporaneously with this Agreement, shall be deemed to enlarge, limit or otherwise affect the operation of this Agreement. No modification, release, discharge, change, or waiver of

any provision hereof shall be of any force, effect, or value unless it is in writing and signed by both parties to this Agreement. Any such modification shall be attached hereto as an addendum and incorporated herein by this reference.

14. **No Waiver.** Waiver of any condition by IDPR shall not be deemed a continuing waiver of any other condition of this Agreement. This Agreement contains the entire understanding of the parties hereto and no waivers, alteration, or additions shall be honored unless mutually agreed to by both parties in writing.
15. **Notices.** Any notice given under the terms of this Agreement shall be deemed given and delivered when personally delivered or if mailed, the date same is deposited in the United States Mail, and mailed by regular or certified mail, postage prepaid and properly addressed to the appropriate party. Notices to VESSEL OWNER shall be addressed to VESSEL OWNER at the address designated in this Agreement. VESSEL OWNER is responsible for notifying the IDPR of any change of address. Notices to the IDPR shall be addressed to the Park Manager of the State Park at which the vessel is moored.
16. **Invasive Species Certification.** By signing this form, you certify that if your boat has been used or moored outside of the state of Idaho within the past 30 days, your boat will have been inspected by a qualified Idaho state inspector prior to mooring in Idaho waters.
17. **Future Terms.** This Agreement is for a one-year term. Nothing in this Agreement shall be construed as implying a right of renewal upon current terms and conditions. The IDPR reserves the right to alter any terms and conditions, including annual rent, prior to offering VESSEL OWNER a lease for a subsequent term.

## Attachment B

### Park Specific Terms and Conditions

1. Rentor shall issue 1 sticker with the boat slip number to Rentee. Rentee shall attach the sticker to the boat so it can be easily seen from dock. The registration number of the boat must match the one listed on contract.
2. Sub renting of slips is prohibited. The Rentee may allow his/her slip to be used by others for a **total of 10 days per season** and will be bound by all waivers of liability. The following conditions must be adhered:
  - a. Rentee shall notify Rentor in writing at least five (5) days prior to another person using the slip.
  - b. Rentee shall provide temporary user with a key to the marina gates. Temporary user is responsible for paying all daily entry fees or having an IDPR Annual Passport.
  - c. The temporary slip user must check in with park staff before using slip.
  - d. Temporary slip user must adhere to all rules and regulations established in rental agreement.
  - e. Rentee is responsible for all actions, behavior and violations of person using slip.
  - f. No money transactions are involved in the use of the slip.
3. Rentor shall issue **1 parking permit for each vehicle** the Rentee will use at Spring Shores. Permit waives the motor vehicle entrance fee only at Spring Shores Marina. Rentee shall provide the Rentor a copy of the **vehicle registration of each** vehicle to be used at Spring Shores. The name and address on the vehicle registration must match the name and address on the moorage rental agreement or be part of the immediate family (parents, children, spouse and siblings only). Partners in the vessel must be listed on the boat title or registration as appropriate. The parking permit must be permanently adhered to the inside, lower left corner of the driver's side windshield to be valid. Parking permits are non-transferable. Parking permits will not be issued to any vehicle that already has an annual passport.
4. Rentor shall issue the Rentee 2 keys for the dock security gate. Keys are not to be duplicated and can be replaced at the cost of \$5.00 per key by Rentor.
5. Rentee agrees to adhere to vessel size limit for assigned slip at all times as established under park policy.
6. Rentor is hereby authorized to board, move or remove Rentee's boat as described in Attachment A #9 or in cases of illegal moorage. A fee of \$25.00 is applicable each time the vessel must be moved or boarded.
7. Rentee shall have a minimum of 2 boat fenders properly deployed to prevent damage to docks. Other protection devices may only be used with prior permission from the park manager or designee. Rentee shall reimburse Rentor for the cost of labor and materials should damage occur to any part of dock structure due to improperly fastened or missing fenders.
8. **No** alteration or modification of docks, fingers, decking or moorage facilities is permitted without approval from park manager or designee. Failure to comply may result in Rentee losing moorage slip and being charged for the cost and labor to restore such.
9. Fueling of vessels is restricted to the end of fueling dock only. Fueling of all equipment and items is also restricted to the end of the fueling dock or approved areas at least 50' away from the water and docks.
10. Rentee is responsible for knowing when the water levels drop any time during the boating season. If park staff must move or remove a vessel to prevent it from going aground, a service fee of **\$25.00** may be charged to the Rentee **each time** the vessel must be moved or removed. Park staff and Idaho Department of Parks and Recreation assume no responsibility for damage to the vessel during its move, removal or storage. Rentee is subject to daily storage fees for moved or removed vessels.
11. If Rentee sells his/her vessel, the slip that he/she is renting is not transferable with the vessel being sold.
12. Rentor shall have a lien upon the boat for the rental and charges herein provided for. Rentee agrees to pay all costs reasonably incurred in enforcing Rentor's rights.
13. Should it become necessary for Rentor to employ attorneys for the purpose of compelling enforcement of any of the provisions of this agreement, or for causing the removal or the sale (to satisfy delinquent charges) of the boat described below, the undersigned Rentee agrees to pay reasonable attorney fees and court costs, or other fees incurred by Rentor in connection therewith.

## **Attachment C**

### Fee Schedule

#### **2026 Moorage Fees**

18 foot slip - \$945 per year (max vessel length of 21')

24 foot slip - \$1,550 per year (max vessel length of 27')

28 foot slip - \$2,252 per year (max vessel length of 31')

Vessel length is determined by on length listed on the vessel registration form.