



EAGLE BEND YACHT HARBOR &
BOAT SLIP OWNERS ASSOCIATION

Boat Slip Lease, 2023

_____ referred to as LANDLORD, and, _____ referred to as TENANTS, agree:

LANDLORD hereby leases to TENANTS the premises described as follows: Boat Slip ____, Dock ____, Eagle Bend Yacht Harbor, Bigfork, Montana

This Lease shall commence on _____, and terminate on _____, unless otherwise terminated. TENANTS shall pay LANDLORD a total rental of \$ _____ during said term payable on _____

TENANTS further agree that:

Upon the expiration of the lease TENANTS will return possession of the leased premises in its present condition, reasonable wear and tear, and fire casualty accepted. TENANTS shall commit no waste to the leased premises.

TENANTS shall not assign or sub-let or allow any other person to occupy the leased premises.

TENANTS shall not make any material or structural alterations to the leased premises.

TENANTS shall comply with all building, zoning, and health codes, and other applicable laws for said leased premises, including compliance with the rules and regulations of the Eagle Bend Yacht Harbor attached hereto, including providing a copy of their boat insurance to the slip owner and the marina management company representative at the gas shack in the amount of a minimum of \$300,000.

The premises shall solely be used for boat slip purposes.

Tenants understand that the lease does not include use of the Club House. Nor does it include the boat storage area for boat or trailer storage unless expressly provided here in.

In the event of any breach of the payment of rent or any other allowed charge, or other breach of this Lease, LANDLORD shall have full rights to terminate this Lease in accordance with state law and re-enter and claim possession of the leased premises, in addition to such other remedies available to LANDLORD arising from said breach

Tenant: Name: _____
Address: _____
City: _____ ST: ___ Zip: _____
Email: _____
Cell: _____

Landlord: _____
Address: _____
City: _____ ST: ___ Zip: _____
Telephone: _____

Boat Information:

Make: _____
Model: _____
Color: _____
Registration: _____
Trailer registration: _____

NOTE:
Renter is required to provide proof of insurance in the minimum amount of \$300,000 prior to tenancy.



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Rules and Regulations

1. Insurance: It is the responsibility of all slip renters to maintain Boat Liability Insurance in an amount no less than \$300,000 for Bodily Injury and Property Damage Liability. It is the Eagle Bend Yacht Harbor's (EBYH) option to require evidence of this coverage. Slip renter also agrees to hold EBYH harmless from all liability claims from the ownership, operation, loading and unloading of any boat, flotation device, or jet ski. It is the slip renter's responsibility and duty to insure their boat, flotation device, or jet ski for its physical damage, and EBYH takes no responsibility for any physical damage to any boat, flotation device, or jet ski.
2. Vessel Identification: All boats berthed in boat slips or stored at Eagle Bend yacht Harbor (EBYH) must be properly registered, documented with registration as required by law, and proof of such registration may be required by the office of the association.
3. Compliance and Applicable Laws: All boat owners and authorized users shall comply with all applicable laws, rules and regulations of cognizant authority in the use and operation of the boat in the vicinity of the Yacht Harbor and on the waters of the Eagle Bend Yacht Harbor. All boats shall be equipped with all required safety and life saving devices as required by law.
4. Subletting: Subletting of a slip is not permitted. Contracts can be drawn through owners-and-renters, but not renter-to-renter. If you lease out your slip all information for lease must be on file with the Business Manager, along with insurance verification.
5. Living Aboard: Live aboards are allowed in Eagle Bend Yacht Harbor at the Board of Directors and Yacht Harbor Managers discretion.
6. Operation of the Boat: Boat owners or their authorized representatives, are responsible for the operation of the boat in the Yacht Harbor area. The boat shall be operated with due care and diligence to prevent injury to any person, damage to other boats and/or the Yacht Harbor facilities. The boat shall be operated in a safe and seaman-like manner and in compliance with all laws applicable. The boat owner shall be liable for any damage or personal injury.
7. Securing Boats: All boats shall be properly secured to the docks with bow, stern and spring lines as necessary to provide safe and secure connection to the dock. No boat extends over the walkway and not more than two (2) feet from the end of the dock.
8. Safety of Children and Guests: Children under 12 years of age must wear personal flotation devices on boats and on and around docks. All children under 12 years of age must also be accompanied by a responsible adult while on or around docks. No running on the docks, horseplay, swimming or fishing is permitted on the Yacht Harbor Marina. Cleaning of fish is also not permitted in the Marina.
9. Fire Prevention: No open fires are allowed on boats or docks within the Yacht Harbor. Barbecue grills may be used in the common areas of the project. Refueling of the boats from the docks or other boats is prohibited except as authorized at the fuel dock. The fuel dock is a no smoking area. No blow torches or other open flame devices shall be used for paint removal or other boat repair use.



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10. Electrical: All electrical connections to boats will be made at the adjacent berth power receptacle. Cables connecting between the power receptacle and the boat shall be of an approved type and suitable for marine applications. All cables and connectors shall be maintained in good condition. All electrical cables shall be kept out of the water.
11. Sanitary Facilities: The Yacht Harbor prohibits the overboard discharge of boat sewage wastes. The Yacht Harbor has provided a pump out facility for removal of sanitary wastes from boat holding tanks.
12. Garbage and Trash: No garbage, trash or other debris shall be thrown, placed or discharged into the Yacht Harbor waters. All such waste materials shall be placed in appropriate, marked containers on shore.
13. Waste Oil: Waste oil, inflammable liquids, or oily bilge water shall not be discharged overboard or on site. Waste oil must be disposed of properly.
14. Boat Appearance: All boats shall be maintained in good conditions and shall not be allowed to become unsightly or be reduced to a dilapidated condition. Trash shall not be stored on deck nor shall laundry be hung from the boat at any time.
15. Dinghies: Dinghies or tenders shall be stored on their associated boat except for small boats which may be stored within the Boat Slip along with the parent vessel. No dinghies or tenders shall be stored on the docks.
16. Pets: Pets must be leashed and under the direct control of their owners at all times. Pets shall not be allowed to relieve themselves on the docks or other Yacht Harbor property except in designated pet walk areas. If pets cause a disturbance to other Yacht Harbor users owners will be required to remove pet immediately.
17. Noise: Noise shall be kept to a minimum at all times.
18. Disorderly Conduct: Any willful violation of these rules and regulations, obnoxious or disorderly conduct by a Yacht Harbor user, boat crew or guests that constitutes a breach of the peace, or might cause bodily injury, or damage to the property is a violation of the Regulations.
19. Dock Housekeeping: The dock walkways shall be kept clear of all boat owner's supplies, materials, accessories and debris. No mooring lines or cables shall be laid across the main or finger walkways. The bitter ends of all lines shall be kept short and close to any cleats or tie-down fixtures.
20. Outside Contractors and Vendors: All outside contractors and vendors must obtain permission from the Association to work on any boat in the Yacht Harbor. The Association may grant permission to such contractors or vendors upon their compliance with certain conditions, regulations, and insurance requirements.



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21. Owner Work: The owner of a boat may perform normal maintenance work on their boat. Extensive work, beyond normal maintenance procedures, will require permission of the Association.
22. Automobile Parking: The EBYH provides temporary parking for tenants and guests in designated areas. Only those areas marked for parking shall be used for such purposes. Trailers are not allowed to park in the parking lot.
23. No golf carts: will be allowed on the docks at any time. Bicycles, skateboards or skates are not allowed on EBYH Marina Property at any time.
24. Club House: Quiet hours at the club house are 10:00 PM to 7:00 AM. No staying overnight in the club house. No personal cooking in the club house. Use of the clubhouse is for boat slip owners and their immediate guests only. Boat slip renters are not allowed to access or otherwise make use of the clubhouse. For renting information please contact Dave Roberts at (406) 253-2840.