

ADDITIONAL TERMS AND CONDITIONS TO DRY STORAGE PERMIT

Maximum length of trailer and boat shall not exceed 35 feet.

Assigned#: «SlipAssigned»

9. Boat Owner Responsibilities:

Initial

- a. Assigned spaces are accepted **“as is”** upon execution of the Permit. Boat Owner further understands that the Division, State of Utah, Bureau of Reclamation, and Central Utah Water Conservancy District are not liable for damage to my vessel caused by weather, natural disaster or improper parking. Boat Owner agrees to indemnify, save harmless and release the said above parties, including all officers, agents, and employees from and against any/all loss, damages to property, injury to or death of any person, liability, suits, claims, actions, expenses, and proceedings arising from the use of his/her vessel or the State Park facilities.
- b. The **permittee must be the registered owner of the vessel**, which is to occupy the space. Boat Owner may not sublease, transfer, or allow another vessel, other than the one listed in this agreement, to use the assigned dry storage spot except as authorized by the Park Manager.
- c. All vessels must be **properly registered with boat number and sticker displayed** before utilizing any state marina. Boat Owner agrees to give the Park Manager a copy of the boat’s current registration card or documentation papers.
- d. Boat Owner may **NOT occupy the assigned space until the vessel has been properly inspected by park staff**. Failure to comply may result in termination of lease. Call the park office for an inspection appointment.
- e. Boat Owner **must store all personal property within or on his/her vessel**. Adjacent common areas must be kept clean and free of litter, trash and debris. Attachments and modifications to any portion of common area are prohibited unless approved by the Park Manager. Dinghies and rowboats must be tied with vessel in the assigned space and cannot exceed length or width of assigned space.
- f. **No vessel stored within the dry storage area shall be used as a place of residence**, except as expressly authorized in writing by the Park Manager.
- g. **No person shall leave any functioning heating equipment unattended.**
- h. The Division reserves the right to **remove the vessel from the space whenever the Division deems it necessary for safety or for maintenance** of the dry storage area.
- i. Boat Owner shall immediately **notify the Division of the necessity of repairs to storage area or of any dangerous conditions** requiring attention.
- j. Boat Owner **must pay all other park fees, which are not specifically a part of his/her Dry Storage Permit**. Boat Owner understands that this permit provides only ONE East Canyon State Park Hang Tag. If there are multiple vessel owners, or family/friend users, they will need to purchase an annual State Parks Pass. If they purchase the pass, they will receive a second East Canyon State Park Hang Tag for overnight use. Other park fees such as camping are not included with this Permit.

- K. **No person shall perform maintenance or repairs on vessels or trailers** while stored with any state park.

10. Termination of Permit:

Initial

- a. Boat Owner understands that he/she **may terminate the Permit at any time by giving thirty (30) days written notice.** Boat Owner further understands that if less than thirty (30) days notice is given, the Boat Owner will be subject to forfeiting two (2) weeks of payment refund. If the Permit is terminated due to failure to adhere to the terms and conditions of the contract, the Boat Owner will forfeit two (2) weeks of payment refund from the date the vessel is removed from the slip. On termination of the permit, Boat Owner shall immediately remove the vessel from the space and shall remove all personal property, if any, from state park property. Should the Division deem it necessary to move the vessel and personal property, it will be at the Boat Owner's expense. If the Boat Owner fails to remove the vessel within ten (10) days after termination of his/her agreement. The Boat Owner agrees the Division may (but is not required to) cause the vessel to be removed (together with all personal property located on or about vessel) to a location of the Division's choice. (The Boat Owner shall pay or reimburse to the Division all cost incurred or charged by the Division and any third party by reason of such removal.) The Boat Owner is also liable on a pro rata basis for the time in which the boat occupies a space absent a valid permit. Boat Owner agrees the Division it's employees and agents shall have no liability to the Boat Owner or to any other person for any loss or damage resulting from any such removal of vessel or failure to remove such vessel, whether occurring by negligence or otherwise, and Boat Owner waives any rights against all such persons and entities by reason of such removal. Furthermore if the Boat Owner does not claim a boat within 60 days of termination of permit the Division may use State Surplus procedures to dispose of the boat to pay for any delinquent charge.
- b. **Termination of the permit shall not extinguish or forgive any obligation incurred by the Boat Owner** and shall not preclude any cause of action nor any other remedy available by law to the Division.
- c. **On transfer of boat ownership, the permit, at the sole option of the Division, shall automatically and immediately terminate at such time as the Boat Owner sells, leases or otherwise transfers any or all of his/her interest in the boat to any other party,** whether or not such transfer is voluntary or involuntary, operation of law, under legal process or proceeding, by receivership, in bankruptcy or otherwise.

11. Security

Initial

- a. A fence surrounds the Dry Storage area but the area **is not deemed to be a secure area.** Area will not be lighted at night. Applicant agrees to item 2. **Waiver of Responsibility.**

Applicant

East Canyon State Park

Signature

Date

Signature

Date

Printed Name:

