

FIVE STAR BOAT CENTER (SM)

2025 Boat Slip Rental/Storage Agreement

For: Slip Rental _____ Boat Storage _____ (check one or both) _____ Pre Pay season discount

Name: _____ Day phone: _____

Address: _____

City: _____ State: _____ Zip: _____

E-Mail: _____

This is an agreement between Customer, customers guest and Patrick Enterprises Inc DBA Five Star Boat Center

Marina Rules and Regulations:

1. Please inquire before attaching any item to pier, deck, seawall, waterline, or area in front of the slip.
2. Deck and/or area in front of slip to be kept in order.
3. Carpet on decks to be rolled up and stored after use.
4. No planks for boarding boats.
5. Canopies are to be rented from Five Star OR we can supply specifications for purchase
6. Dock boxes are to be rented/purchased from FSBC and only available on deck slips.
7. Tents for overnight stay must be approved in advance by the harbor office.
8. Grass slips-no permanent grills, dock boxes, or anything stored in front of boat slip.
9. No parking on any grass area of the marina.
10. "For Sale" signs not allowed on boat, or property.
11. This lease is not assignable by customer but may be assigned by FSBC.
12. Marina opens for season on May 1st and closes for season on October 31st. Boats placed in the water prior to May 1st are at Boat Owner's own risk. Marina services including, but not limited to, power, water, facilities may not be available prior to May 1st. Boats left in water, per Boat Owner's request which has not been scheduled with FSBC, may be subject to a late pull-out charge.
13. FSBC is not responsible for any item left at the marina during the winter months.
14. Any system winterized by the customer is to be clearly labeled "winterized" and dated.
15. Jet skis are not allowed to be kept in the water.
16. Be courteous to other boaters and pick up after your pet.
17. One Secura-Key provided for marina bathrooms. Additional cards are \$25
18. Engine winterizing (marine propulsion systems) by FSBC is required for boats stored on the property.
19. Slip lease/Agreement does not give lessor any rights, or fitness of use, or specific purpose.
20. All personal items should be removed prior to winter storage.
21. Boat sales are through FSBC. We do not allow other brokerage companies or dealers to sell boats on our property.
22. Any "fencing" customer erects on canopy is strictly at their own risk.
23. Customer agrees a temporary slip may be provided if we need to perform repairs or updates to seawall, deck or piers.
24. No Parking on fuel dock.
25. *Lowe self-installed cabanas must have fabric material in new or like new condition. If you have a Lowe cabana FSBC will, at our discretion, approve it to be installed.
26. All furniture and deck accessories must be shades of brown. For example, brown, tan, putty, wicker.

Outside Vendor Policy

Vendors are not allowed to work on the property unless specifically approved by FSBC. ALL BILLING is completed through FSBC. This includes the initial estimate and subsequent billing through FSBC.

No refunds, pro-rating or crediting account on any payment made or deposit received for any reason. Storage and slip deposits are not refundable or available as credit toward services.

Standard Release of Liability:

Boat owner and guests agree to hold harmless Patrick Enterprises Incorporated, DBA Five Star Boat Center hereinafter referred to as "FSBC" from any personal injury or property damage claim resulting from occupation and use of the marina and its facilities. I agree to pay interest until paid in full, all collection costs, late charges and attorneys' costs for accounts 90 days past due. I agree to hold harmless Patrick Enterprises Incorporated, DBA Five Star Boat Center, for loss or damage to boat, motor, trailer, contents, electronics, power train, or an act of God or terror. In the event boat is left on the property with no arrangements with harbor office, storage charges apply at the rate of \$100.00 per foot per summer and winter season cycles. This agreement will remain and preside as long as boat is stored at Five Star Boat Center, wet or dry, on the property, regardless of indicated year above which is the beginning year of this agreement. Boat Owners agree to maintain insurance coverage at all times.

Prohibited by our insurance company:

- Fueling boats from portable cans.
- Portable can storage anywhere on the property.
- TV antennas, flag poles, satellite dishes.
- Swimming in the harbor.
- Modifications to marina power, water service, piers, and decks.
- Acid cleaning and/or power washing by customer.
- Night torches and fireworks. Fire pits must be approved by FSBC.

This is an agreement between Customer, guests and Patrick Enterprises Inc. DBA Five Star Boat Center

- WORK AUTHORIZATION Customer hereby authorizes repair work to be done as described in the Work Order, or subsequent Work or Change Orders, with the towing, storage, maintenance and necessary materials and labor to customer's boat be charged at regular prices. Customer's boat may be moved by FSBC for purposes of testing, inspection, pickup, or delivery at Customer's sole risk.
- Customer agrees that FSBC will not be held responsible for loss or damage to the boat or articles left in or on the boat in case of fire, theft, accidents or other causes beyond FSBC's reasonable control, and releases FSBC for "care, custody, and control" after being notified boat is ready for pickup. Customer further warrants that the boat is insured. All claims for damage must be registered with FSBC at the time of re-delivery or are waived. Acceptance of re-delivery of customer's boat without claim or objection at that time should be considered an acknowledgement that there is no damage or claim.
- FINANCIAL POLICY All invoices, including insurance claims, MUST be paid in full before the boat leaves the FSBC yard or at the completion of work. There will be no exceptions. If, by prior arrangement, an invoice is mailed, it is due upon receipt and becomes past due 10 days after the date of invoice. Interest will accrue from the date of the original billing, at 3.5% per month, for an annual interest charge of 24% per annum. An express possessory lien is granted on Customer's boat, pursuant to IDNR regulations, to secure the amount of all sums due hereunder. If FSBC is forced to take action for collection of any outstanding balance, Customer agrees to pay for all collection and/or attorney costs and fees. FSBC accepts cash, checks, American Express, Discover and Visa or MasterCard. Sales tax will be charged at prevailing rates.
- DISCLAIMER OF WARRANTIES Engines are warrantied against freeze damage ONLY if summarized by FSBC and an issue is found. Boat engines / systems summarized by the customer will not be warrantied for any freeze damage.
- STORAGE CHARGES AND ABANDONED PROPERTY Boats left on the premises more than 14 days after written or verbal notification from FSBC that work is completed on the boat will be charged a \$24 per day storage fee. Parts, equipment, and other customer belongings that are not removed from the premises within 30 days of the invoice date will be considered abandoned, valueless to the Customer, and may be discarded. Any item left in front of the slip after boat is removed from slip will either be charged a storage fee, or removed and discarded. Hull cleaning is required at extra cost for all boats stored on the property. We do not allow customers to hull clean, power wash, winterize engines, or run engines on land. Hull cleaning will automatically be performed at the time of haul out and invoiced to your account at posted rates. Any winterizing done by customers in water or out of water is at customer risk. Some systems may be disconnected during winterizing, and summarizing will be required at additional cost. Boat systems or engines that don't run will be winterized as best as possible with no warranties against freeze damage. Trailers for boats stored on the property MUST have current plates. Trailers must be safe for the road, as all inside cold storage boats are taken to an offsite storage location. We will inspect trailers and advise of necessary repairs in order to be made road worthy.
- **FUELING WITH PORTABLE CANS: Strictly prohibited. Slip agreement will be terminated with no refund or proration to customer.**

Please note we require the following documentation for all slip and storage boats:

Signed slip rental, marina rules and regs agreement

Valid certificate of insurance – naming Patrick Enterprises Inc DBA Five Star Boat Center as additional insured

Valid boat and trailer registration

NO GANGPLANKS ALLOWED – NO MODIFICATIONS TO DECKS OR MARINA UTILITIES

Trailer in safe operational condition – Estimate of repairs will be provided if not in safe condition. Boats are stored offsite and we need a safe trailer with current registration.

Boat slip runs from May 1st to October 31st – Boats may go in before that date but marina services such as bathrooms, power and utilities may not be available.

Slips and boat storage are payable using the ACH feature on QuickBooks. Checks and cash are accepted. Credit card payments are subject to a 3.5% fee.

VESSEL OWNER		VESSEL INFORMATION	
NAME:	VESSEL NAME:		
ADDRESS:	VESSEL YEAR/MAKE/MODEL:		
CITY/STATE/ZIP:	LENGTH:	BEAM:	DRAFT:
PRIMARY PHONE #:	STATE REGISTRATION #:		
SECONDARY PHONE #:	HULL ID #:		
PRIMARY E-MAIL ADDRESS:	TRAILER YEAR/MAKE/COLOR:		
CC E-MAIL ADDRESS:	TRAILER VIN #: LICENSE PLATE #:		
INSURANCE INFORMATION			
INSURANCE COMPANY:	INSURANCE AGENT:		
CONTACT PHONE#:	CONTACT E-MAIL:		
POLICY #:	EFFECTIVE DATES:		
PAYMENT INFORMATION			
SEASONAL (May 1, 2025 – October 31, 2025)			
SLIP NUMBER:			
PAYMENT BY CREDIT CARD: VISA: _____ M/C: _____ AMEX: _____ DISC: _____		CHECK: _____ CASH: _____ ACH: _____	
Discounts: Check one <input type="checkbox"/> New Boat purchased from FSBC (10%) <input type="checkbox"/> Military/ First Responders (5%) <input type="checkbox"/> Season Package - Slip and Storage (5%) *Discounts cannot be combined*		SEASON BEGINNING DATE: May 1st, 2025 SEASON ENDING DATE: October 31st, 2025 PAYMENT SCHEDULE FOR SEASONAL: 50% Due by February 1st – Balance Due by April 1st.	

RULES AND REGULATIONS

1. BOAT OWNER SHALL NOT DISCHARGE OIL, OILY WATER OR RAW OR UNTREATED SEWAGE INTO THE WATER. Such acts are punishable by fines of up to \$15,000 per day. The Marina has sewage pump out facilities. All permanently installed sewage systems on vessels must be either approved Type I or II Marine Sanitation Devices or must be locked off while the vessel is docked. All hazardous chemicals, including waste oil, engine coolant, hydraulic fluid, gasoline, diesel, paint and mineral spirits may only be disposed of in the market barrels/containers, located near the office. All spills of gas, diesel fuel, oil or other hazardous materials must be reported immediately to the Marina office. Boats may only be washed with biodegradable soaps. Removed paint chips must be captured and disposed of in an approved manner. If more than a small area is being sanded, sanding debris must also be captured by tarps or booms. Debris may not be allowed to enter the water or the ground and may not be left where it might be exposed to rainwater. The Marina is committed to the preservation of the local water, land and air quality and complies with the requirements of the State of Illinois Clean Marina Initiative. Sound environmental practices require all Boaters to obey the above rules.
2. The Rules of the Road and the Navigation Laws of the United States apply to all vessels in or approaching berthing areas.
3. The Boat Owner or person in charge of any departing vessel must notify the Harbor Master of their plans. Marina reserves the right to rent any and all docks when vacant. Transients must move for vessels with advance reservations or current License Agreements.
4. Financial Arrangements should be made at the office upon arrival. All accounts must be settled before departure. Please leave Owner's forwarding address for telephone calls and mail.
5. Quiet hours from 12:00 a.m. to 7:00 a.m. shall be observed in the Marina. During this period, no loud noise or instrument producing or reproducing sound shall be used in such a manner as to disturb the peace, quiet and comfort of the neighboring inhabitants. The sounding of horns as required by Marine Rules of the Road is not a violation of quiet hours.
6. Docks are to be kept clear at all times. Lockers, chests, cabinets, or similar structures shall not be constructed or placed on docks or finger piers, without approval of the Marina. Storage of loose material, supplies, debris, or gear is not permitted. Hoses, lines and shore power cords should not cross piers. Repairs to and maintenance of gear and equipment shall not be permitted on the docks or finger piers.
7. Sanitation and Refuse: All trash must be placed in the provided dumpsters located in each turnaround or parking lot. No sanitary or marine discharge is allowed in the basin. Pump out stations are provided in the main basin at the end of Docks "C" and "D" and the fuel dock. All trash shall be placed in plastic garbage bags prior to disposal in the dumpsters. Fish cleaning shall be done at designated areas only. Fish cleaning is allowed aboard docked vessels provided all the refuse is placed in plastic bags and deposited in the designated containers, at the fish cleaning station. Any disposal of fish waste into the harbor is strictly prohibited.
8. Business or professional services may not be conducted aboard vessels. Advertising signs are also prohibited, and Marina does not allow solicitation of business or sale of merchandise. Marina address and phone number shall not be used for business purposes.
9. Laundering and drying of laundry on docks, finger piers, deck or vessels' rigging is not permitted.
10. Swimming, diving, or fishing is not permitted from the docks, finger piers or seawall.
11. The finger pier between slips is for the use of boats on each side. Location or private gangways should be governed accordingly. In no case will a single gangway be allowed to block access to another vessel.

12. Motor Vehicle Traffic and Parking: a. Visitors are required to park in the visitor's lots only. b. Licensee Parking: Access to restricted parking, docks and bathhouses will be provided to the Licensee by the Marina Administration. Any misuse of these privileges may be cause for termination of the slip lease agreement. c. Illegally Parked Vehicle: Any vehicle in violation of parking regulations may be ticketed and/or towed at the expense of the vehicle owner in accordance with Illinois Vehicle Codes.

13. If Boat Owner, or Boat Owner's agents, employees, crew or guests violate these Marina Rules, engage in disorderly conduct, or engage in conduct that creates a threat or injury to persons, property or the reputation of Marina, the Marina may terminate the License Agreement and may immediately cause the removal of the boat at Boat Owner's sole risk and expense.

14. Boat Owner is responsible for damage caused by Boat Owner, his employees, guests, agents or boats to Marina's docks, structures and pilings.

15. No Wake Please!! Boat Owners are responsible for damage caused by the boat's wake.

16. Boat Owners are allowed reasonable latitude regarding the care and maintenance of their Boats. However, the Marina's experience indicates that the Marina must set some limits. Work above the rail or in the interior of the boat may be performed if it presents no hazard and creates no nuisance and does not interfere with other work in the immediate vicinity being performed by Marina employees or other boat owners, captains or crew. Other than employees or approved subcontractors of Marina, only Boat Owner's employees who normally operate the boat may perform work. Hull repairs, major engine repairs/overhaul, sanding and painting, major carpentry/rebuilding projects are strictly prohibited! Approval to perform work other than normal maintenance must be obtained from the Marina whose decision in these matters is final!

17. Boat Owner's boat must be free of hazards that may cause danger, or expense to Marina or to others. The Boat shall be maintained in an operable condition at all times.

18. Boat Owner shall make no alterations or modifications to any electrical outlet used for servicing the Boat with shore power. Shore power cords and connectors shall be compatible with the shore based electrical service outlet and shall comply with all applicable codes and regulations. Any questions about proper installation should be directed to Marina. In addition, Marina does not guarantee the continuity of electrical service where Marina provides such service to Boat.

19. Boat Owner is prohibited from using any Marina electrical outlets for the operation of any tools, including but not limited to power tools, battery chargers, welders, air conditioners, heating units.

20. Any arcing, sparking, or disrupting or problems with electrical shore power to the Boat should be immediately reported to Marina. Boat Owner agrees to discontinue use of electrical shore power if arcing, sparking, or disruption of the shore power service occurs. Continued use of electrical shore power under such conditions as arcing, sparking, or disruption of service may result in fire.

21. The Marina is not responsible for thru hull fittings, transducers or speedometer pickups 22. No fueling of any kind allowed in marina. Customer must fuel at a certified fuel dock. 23. Cooking: No cooking or barbequing (gas/propane or charcoal) shall be permitted on any dock in the Marina. Cooking or barbequing (gas/propane only) shall be permitted on the slip holder's vessel. Use of charcoal grills shall be in designated landside areas only. Electric grills are permitted on the dock and slip holder's vessel.

24. Bicycles, skateboards and scooters: No person shall roller skate, skateboard, or ride bicycles, manual or motorized scooters or motorcycles on the docks or gangways within the marina.

25. Nothing is to be attached to either a slip – deck or pier without harbor office approval.

26. Gangplanks are not allowed.

**Fueling with portable cans will result in immediate termination of slip agreement with no refund.
Portable fuel containers not allowed on property.**

I have read, completed and understand the terms of this agreement.

Vessel Owner Signature:

Date:



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