**Dock Space Lease Agreement**

**Prepared for:**

**First Name: Brian & Julie**
**Last Name:Tutt**

**Boat Information**
**Boat Name:**
**Boat Type:**
**Model and Year:**
**Boat ID Number:**

**Lessee Information**
**Name:**
**Phone:**
**Email:**
**Address:**

**Lessor Information**
**Name:** Rolling Hills Resort
**Phone:** 469-274-1410
**Email:** julieta.tutt@gmail.com
**Address:** 7695 Rolling Hills Rd, Garrison, MN 56450

**Rental Details**
**Start Lease Date:** 05/01/2025
**End Lease Date:** 10/01/2025
**Daily/Monthly Rental Fee:** $10.00 / $50.00 / $450.00 (Seasonal residents only; rates may increase for non-residents)
**Total Rental Amount:** $450.00 (Seasonal)
**Security Deposit Amount:**
**Payment Method:** (cash, credit, Zelle, Venmo)
Venmo: @Brian-Tutt-47
Zelle: brian.tutt@emerson.com

**Terms and Conditions**

**1. Limit on Use**
This agreement permits the dockage of the vessel described herein. Should the Lessee wish to dock a different vessel, a new agreement must be completed, and any additional charges incurred therein will apply.

**2. Extension**
If the Lessee desires to extend this agreement beyond the previously agreed-upon timeframe, a formal request should be made to the Lessor. If agreed upon, additional payments will be required at the beginning of the extension period, and a new agreement may be issued at the Lessor’s discretion.

**3. Termination**

**a. Termination by Lessee**
Should the Lessee wish to terminate the agreement prior to the designated end date, a thirty (30) day written notice must be provided to the Lessor. Failure to do so will result in the Lessee’s obligation to adhere to the original rental period and payment schedule. Termination is not granted for rental periods of less than thirty days unless at the Lessor's discretion.

**b. Termination by Lessor**
(i) For Cause: The Lessor reserves the right to terminate this agreement for cause if the Lessee violates any terms or conditions herein. In such cases, the Lessor may terminate the agreement with three (3) days’ notice, requiring the Lessee to remove their vessel from the slip before the end of the notice period.
(ii) Not for Cause: The Lessor may terminate this agreement without cause at any time, providing ten (10) days written notice to the Lessee. In such instances, any prepaid fees or charges will be prorated, and any surplus shall be returned to the Lessee, who must remove their vessel by the termination date.

**4. Damages**
The Lessee is solely responsible for any damages incurred to the Dock Space due to the Lessee or their vessel. Repair or replacement fees will be charged to the Lessee’s credit card on file, with notification provided but without the requirement for consent.

**5. Risks**
The Lessee acknowledges the existence of unforeseeable risks associated with docking their vessel at the Lessor’s facility, such as waves, winds, water flow, and adverse weather. The Lessor cannot be held liable for any damages resulting from these factors.

**6. Rules and Regulations**
The Lessee agrees to abide by the most current rules and regulations set forth by Rolling Hills Resort, provided alongside this agreement and available at the resort. It is the Lessee's responsibility to remain informed of and comply with these regulations. In the event of a conflict between the rules and regulations and this agreement, the terms of this agreement shall prevail.

**7. Lessee’s Property**
It is crucial for the Lessee to understand that the Lessor’s insurance typically does not cover personal property against loss, theft, or negligence. Thus, securing renters’ insurance is recommended to protect personal belongings from various risks, including theft, fire, and specific water damage. Additionally, many renters’ insurance policies offer liability coverage, which is beneficial should an injury occur in the rental space for which the Lessee may be held accountable.

**8. Waiver and Release**
The Lessor's policy explicitly states that it assumes no responsibility for the Lessee’s person or property. This waiver is critical for understanding the Lessor's liability limitations. The requirement for the Lessee to sign this agreement ensures they acknowledge and accept these terms and the associated risks. Lessees should thoroughly review the agreement before signing to understand the rights and protections they may be waiving.

Both parties acknowledge that the terms set forth in this document accurately reflect the agreement between them.

**Lessor:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_