



## TERMS AND CONDITIONS – AGREEMENT

### BOAT SLIP RENTAL

#### OK-A-BEH Marina

#### Big Horn Canyon National Recreation Area



This AGREEMENT is entered into this by and between the “CROW TRIBE OF INDIANS,” and “OWNER”.

The OWNER, for and in consideration of the terms and stipulation set out in this AGREEMENT, agrees as follows;

1. That the Agreement will be effective beginning May 24<sup>th</sup> – September 2<sup>th</sup> Labor Day(tentative date)
2. That the OWNER will pay the Crow Tribe for renting a dock slip at the rate of \$995.00 (outside) or \$895.00 (inside).  
Per day/week/month/season (circle one) for slip # \_\_\_\_\_,

Billing Address:

Crow Tribe , OK-A-BEH P.O. Box 7668 Fort Smith , MT 59035

Physical Address:

1 Okabeh Road Fort Smith , Montana 59075

Phone #: (406) 623-9281 - message phone Yellowtail Market (406) 666-2333

3. That the rented slip will following vessel: (copies required)

NAME: \_\_\_\_\_

BOAT NAME: \_\_\_\_\_ LENGTH: \_\_\_\_\_ BEAM: \_\_\_\_\_

DRAFT: \_\_\_\_\_ POWER: \_\_\_\_\_

REGISTRATION # \_\_\_\_\_

TRAILER LICENSE #: \_\_\_\_\_

OWNER'S DRIVERS LICENESE#: \_\_\_\_\_

BOAT OWNER (print name) \_\_\_\_\_

ADDRESS: \_\_\_\_\_ (CITY/STATE/ZIP)

PHONE#: \_\_\_\_\_ Emergency #: \_\_\_\_\_

4. That the Agreement is for the use of dock space only and the CROW TRIBE will not be held responsible or liable for the care or protection of the boat (including its gear, equipment or contents). The OWNER acknowledges that there is an inherent risk in any sport or activity associated with the outdoors and boating, including changing weather conditions. That knowing of these inherent dangers assumes all responsibility for bodily injury, death, and loss or damage of personal property and expenses incurred thereof as a result of his/her negligence or the negligence of family, guest, and including any minor children. Further acknowledges that maintenance of other boats in the Marina is controlled exclusively by the of such boats, and hereby assumes the risk of fire and/or other damages which may be cause to the OWNER's boat by other boats.
5. That CROW TRIBE reserves the right to refuse service to any person deemed to be incapable of meeting the requirements for participating in boating activities and tie-ups.
6. That CROW TRIBE will have a lien against the boat described in paragraph 3, above, and it appurtenances for any unpaid sums due to use of dock facilities or other services, or for damage caused to any docks and/or property belonging to or assigned. The OWNER warrants and represents that is the lawful OWNER of the boat and/or has the legal authority to grant the foregoing lien to CROW TRIBE.

7. That the OWNER will supply the CROW TRIBE with complete copies of boat's registration, and a current copy of boat's insurance. The OWNER agrees that the CROW TRIBE will not be held responsible for any damages to the OWNER'S property, or personal injury occurring on their boat, the docks or any related structures. That agrees to hold the CROW TRIBE harmless and indemnify the for all loss, damage, or liability of any kind or of any nature claimed by reason for any acts or failure to act on the part of the OWNER agents, employees or guests/family in use of the mooring space for the boat.
8. That OWNER will comply with all posted rules, terms and conditions, and regulations of the CROW TRIBE, the NATIONAL PARK SERVES, as if they were set forth in this Agreement. That the OWNER is entitled to receive one written notice of default or violation of any posted rules, terms and conditions, and regulations of the CROW TRIBE, the NATIONAL PARK SERVICES (Except where a Criminal Act has occurred) which may be cured in a reasonable period of time. If the OWNER'S default or violation is not cured within a reasonable period of time, this Agreement will immediately terminate. *The OWNER must make arrangements to remove the boat from the dock slip within five (5) business days from the date of termination.* The OWNER acknowledges that the CROW TRIBE may remove the boat from its dock slip and store the boat at the OWNER's own risk and expense, retake possession of the slip, and all rental deposits will be forfeited by the OWNER.
9. That OWNER acknowledges that there will only be one boat and owner registered to each slip. That this Agreement will not be assigned or sublet, and failure to comply with these terms and conditions will immediately terminate this Agreement.
10. That Slip Rental Reservation Cancellations; (All pro-rated May 24<sup>th</sup> to September 2<sup>th</sup> upon availability);
  - a. Seasonal rental for long-term rentals made seven (7)-days in advance will result in a full refund. Less than seven (7)-days in advance of the reserved arrival date will result in the forfeiture of one month's prepayment.
  - b. \$200 - Monthly rental made seven (7)-days in advance will result in a full refund. Less than seven (7)-days in advance of the reserved arrival date will result in the forfeiture of one month's prepayment.
  - c. \$100 - Weekly rentals made three (3)-days in advance will result in a full refund. Less than three (3)-days in advance of the reserved arrival date will result in the forfeiture of one week's prepayment.
  - d. \$25 - Daily rentals made twenty-four (24)-hours in advance will result in a full refund. Less than twenty four (24)-hours in advance of the reserved arrival date will result in the forfeiture of one day's prepayment.
11. That the OWNER will be responsible for providing own boat bumpers, covers, mooring lines, etc. Boats will be tied off with four mooring lines, one for each corner of the boat when the boat is not in use. Though the CROW TRIBE will check them periodically, boat tie-ups are the sole responsibility of the OWNER.
12. That the CROW TRIBE 10-Year Concession Contract with the NATIONAL PARK SERVICE includes a limited waiver of the CROW TRIBE'S Sovereign Immunity for visitors' contract and tort claims. Under the Concession Contract, Contract claims are limited to \$10,000 and may only be brought in a court of competent jurisdiction, which may lay exclusively with the CROW TRIBAL COURT, and monetary relief does not include any tort, indirect, consequential, punitive or non-compensatory damages; tort claims under the Concession Contract are limited to the CROW TRIBE'S liability insurance policies and excludes punitive damages or any relief that would touch upon property or assets held in trust. Nothing in this Agreement shall be construed as a waiver of the CROW TRIBE'S Sovereign immunity.
13. That this Agreement may be terminated by the CROW TRIBE and/or the OWNER IF EITHER: (a) the slip, due to unforeseen circumstances, is unavailable due to damage or destruction, or (b) by breach of this Agreement as provided by the terms and conditions contained herein.

14.

THE OWNER;

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

THE CROW TRIBE; either Concession Manager and/or Staff

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

