

BOAT SLIP RENTAL AGREEMENT
OK-A-BEH Marina
Big Horn Canyon National Recreation Area

This Agreement for seasonal rental of a dock slip (“**Agreement**”) is entered into this by and between the Crow Tribe of Indians (“**Tribe**”) and the boat owner (“**Owner**”). **Owner** must complete the **Agreement**, including signature at end, and pay the slip rental fee selected below to rent a slip.

The **Tribe** and the **Owner**, in consideration of the terms set out in this **Agreement**, agree as follows:

1. That the **Agreement** will be effective beginning May 28th - September 13th, 2021.

2. That **Owner** requests to rent (check one):

_____ 20-foot slip
_____ 24-foot slip

2. That an **Owner** who is a member of the **Tribe** will pay the **Tribe** for renting a dock slip at the rate of \$800.00 per season for slip # _____. The slip is located _____ outside or _____ inside (**check one**).

3. That an **Owner** who is not a member of the **Tribe** will pay the **Tribe** for renting a dock slip at the rate of \$1,100.00 (outside) or \$900.00 (inside) for slip # _____. The slip is located _____ outside or _____ inside (**check one**).

4. That an **Owner** may pay the **Tribe** for renting a dock slip overnight for ____ days (maximum of seven) at the rate of \$25.00 per night for slip # _____. The total rental fee is _____. As only two slips are reserved for overnight rental, please call the Marina to reserve an overnight slip.

Checks payable: Crow Tribe %
OK-A-BEH
P.O Box 7668
Fort Smith 59075

Print Owner Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Emergency Contact: _____

Owner's Driver's License or Tribal ID #: _____

Boat Name and Type: _____

Boat Size _____

Registration # (copy required): _____

Trailer License #: _____

Boat Insurance Policy # (copy required): _____

The **Tribe** and **Owner** agree as follows:

1. That the **Agreement** is for the use of the boat slip space only and the **Tribe** will not be held responsible or liable for the care or protection of the boat (including its gear, equipment, or contents).

2. That **Owner** acknowledges that only the boat identified above will occupy the slip. **Owner** agrees to contact the **Tribe** and provide the required information for any other boat that **Owner** desires to store in the slip. The **Owner** may not sublet the slip.

3. That the **Tribe** reserves the right to refuse to rent a slip to any person it deems to be incapable of meeting the requirements for safely participating in boating activities and tie-ups.

4. That if the **Owner** cancels a reservation for a season slip rental before May 1st, the **Tribe** shall refund the full amount paid. If the **Owner** cancels a reservation after May 1st, but before July 1st, the **Tribe** shall refund 75% of the amount paid. The **Tribe** shall not issue any refunds for cancellations made after July 1st. If an **Owner** cancels a reservation for an over-night slip rental, more than twenty-four (24) hours in advance, the **Tribe** will issue a full refund.

5. That the **Owner** acknowledges that maintenance of other boats in the Marina is controlled exclusively by the owners of the boats, and **Owner** hereby assumes the risk of fire and/or other damages which may be caused to the **Owner's** boat by other boats.

6. That the **Owner** hereby releases from any legal liability the **Tribe** and its agents and employees for damage and injury or death to the **Owner** and/or any person or property resulting from the **Owner's** rental of the boat slip space, and for any claim based upon negligence, breach of warranty, contract, claim, or other legal theory. The **Owner** agrees to accept full responsibility for any and all such damages or injury which may result.

7. That **Crow Tribe** will have a lien against the boat described in this **Agreement**, above, and its appurtenances for any unpaid sums due to use of dock facilities or other services, or for damage caused to any docks and/or property at the Marina. 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. The **Owner** must provide the **Crow Tribe** with complete copies of boat's registration and current copy of boat's insurance.

8. That **Owner** agrees that the **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 **Owner** agrees to hold the **Tribe** harmless and indemnify the 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 **Tribe**, its agents, employees and guests in use of the mooring space for the boat. The **Owner** agrees to indemnify and hold the **Tribe** harmless for all personal injuries, property damage, or any other damages to any and all third parties, including but not limited to passengers and other Marina guests, as a result of any and all activities relating to the **Owner's** storage, use, and/or operation of the boat. The **Owner** agrees that the **Tribe** shall not be responsible for resulting injuries, damages, losses, or theft.

9. That while **Owner** may sleep overnight on the boat, **Owner** agrees to respect the Marina quiet hours from 10:00 PM to 6:00 AM.

10. That **Owner** agrees that it shall not use the boat for any unlawful purpose or in a careless or negligent manner.

11. That **Owner** will comply with all posted rules, terms and conditions, and regulations of the **Tribe**, The **National Park Services**, 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 **Tribe**, the **National Park Services** (except where a criminal act has occurred) which may be cured in a reasonable period of time. If the notice of violation is not cured within a reasonable amount 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 **Tribe** may remove the boat from its dock slip and store the boat at the **Owner's** risk and expense, retake possession of the slip, and all rental deposits will be forfeited by the **Owner**.

The **Tribe** and the **Owner** agree that if any portion of this Agreement is found to be invalid or unenforceable, the remaining provisions will be fully enforceable to the fullest extent allowed by law.

The **Owner** agrees to abide to the above requirements.

(Signature)

(Date)

The **Tribe**: Apsáalooke Crow Tribe of Indians – Staff

(Signature)

(Date)

Ok-A-Beh Marina (406) 623-9281

Crow Tribe Executive Officials

Frank White Clay, Chairman

Lawrence DeCrane, Vice-Chairman

Levi Black Eagle, Secretary

Channis D. Whiteman, Vice-Secretary

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