

**CITY OF ROCK ISLAND  
SUNSET MARINA**

**APPLICATION AND CONTRACT  
FOR THE 2023/2024 SEASON**

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I understand that this contract is a lease for Sunset Marina and is subject to the following rules and regulations:

**1. Marina Owner's Representative**

Sunset Marina is owned and operated by the City of Rock Island and is professionally managed by F3 Marina. The Marina Manager is responsible for the day-to-day and overall operation of the facility under the supervision of F3 Marina and the City of Rock Island Public Works Director. The first contact person for questions about marina operations or for reporting problems or damage to City property should be the Marina Manager. If the Marina Manager is unavailable or unable to provide the required information, you may contact the Public Works Director.

Kyle Davis  
Marina Manager  
10 31<sup>st</sup> Avenue  
Rock Island, IL 61201  
(309) 7322282  
Kdavis@f3marina.com

Mike Bartels  
Public Works Director  
1309 Mill Street  
Rock Island, IL 61201  
(309) 7322200

During the winter, the marina office hours will be abbreviated to Monday – Friday, 8am to 4pm and occasionally closed due to holidays, meetings, and paid time off.

**2. Insurance Requirements**

All boats in the marina must be covered by a liability insurance policy acceptable to the City/F3 Marina in the following amount:

<u>Slip Location</u>	<u>Minimum Liability Insurance Coverage</u>
100, 200, 300, 400, 500 Series Docks	\$1,000,000
600, 700, 800, 900 Series Docks	\$300,000
Dry Land Storage	\$300,000

No payment will be accepted without a copy of an acceptable certificate of insurance or binder. Any boat that does not satisfy this insurance requirement must be removed from the marina. The service charges will be the responsibility of the leaseholder if the boat is pulled from the water.

The City of Rock Island – F3 Marina must be list as additional insured.

**3. Payments and Fees**

Discount for Advance Payment – All slips that are paid in full by February 13, 2023, will receive a 5% discount off the full slip rate. Secondary crafts in slip or in a second slip do not receive a discount. Payment must be made by 4 p.m. on February 13, 2023.

Discount for Advance Payment after February 13, 2023 – All slips that are paid in full at the time of signed contract after February 13, 2023, will receive a 2% discount off the full slip rate. Secondary crafts in slip or in a second slip do not receive a discount.

Discounts only apply to full season slip rental. No discounts for land storage, half season, or monthly will apply.

Seasonal slip rental can be paid for in 5 payments. The first payment will be the 2/6th of the total with the remaining

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balance divided into 4 equal payments. A valid credit card or debit card must be on file and a Deferred Payment Agreement must be completed and submitted to the office. A check or cash can be used as long as a valid credit card or debit card is on file. The credit or debit card will not be processed unless the payment is not received by the due date. You will be "grandfathered" in if you have a payment history over the past five years in good standing.

**4. Retention of Summer Slip Location**

Individuals who lease a seasonal slip during the Summer Season and whose accounts are in good standing have first renewal right on their slip for the following season.

**5. Slip Assignment**

In order to retain a slip assignment, the boat owner must complete the application/contract, make the required payment and submit the required proof of insurance by the required due dates. Summer slip fees for new slip renters will be reduced beginning July 15.

A slip is only transferable with the approval of the City/F3 Marina and only for the balance of the current season. The slip renewal rights for the following season remain with the original leaseholder. To obtain a slip for the following season, the new boat owner must choose a slip from the available slip list and submit the signed application/contract.

All boats must be moored in their assigned slips. Boat owners are liable for charges incurred when the City/F3 Marina is required to move a boat or provide any service. The City/F3 Marina reserves the right to move a leaseholder's boat or secondary craft for any reason deemed necessary.

**6. Secondary Watercrafts**

A secondary watercraft is defined as a craft other than the main (parent) boat whose length is less than 20 feet. Secondary watercraft(s) must be owned and insured by the slip leaseholder. No two-party ownership of secondary watercraft will be allowed. A secondary watercraft will be allowed inside the rented slip for a charge of \$37.55 per season. Secondary watercraft(s) shall not extend beyond the end of the finger or the width of the leased slip. A separate slip may be leased for a secondary watercraft for \$10 per foot per season, based on the boat length. Secondary slips will be assigned by marina staff. Seasonal leasing of the secondary slip will supersede use by secondary crafts and the owner may be requested to move the secondary craft. Secondary watercrafts are covered under this contract and must have an approved insurance policy on file with the City/F3 Marina. No secondary craft fees will be refunded or prorated.

All secondary watercrafts must be moored in their assigned slips. Boat owners are liable for charges incurred when the City/F3 Marina is required to move the secondary craft or when the secondary craft is not in its assigned slip.

**7. 2023/24 Season**

Summer season starts April 1, 2023 and ends October 31, 2023.

Winter land starts October 1, 2023 and ends April 30, 2024.

Boats in the marina prior to April 1 or after the indicated winter season deadline will be charged a \$5.00 per day, for the first 5 days. Beginning on day 6, the rate will be the transient rate at \$1 per foot per night fee unless the boat is covered by a valid Sunset Marina contract or is scheduled for removal by the City/F3 Marina.

Boats stored inside during winter may be moved to outside storage as early as April 1. Boats stored in the east parking lot and not launched by Memorial Day weekend will be moved at the owner's expense.

**8. City Liability Disclaimer**

The City and F3 Marina disclaims liability for the theft of or damage to any boat, cradle, trailer or accessories and contents thereof caused by fire, leaks, collisions or any acts outside the reasonable control of the City/F3 Marina.

**9. Flooding**

Flooding of the Mississippi River and the marina is caused by an "Act of God" and the City and F3 Marina shall not be responsible for any damage occasioned by reason of flooding or high water to any property of leaseholder, including

boats stored on land or dry dock. In the event of threatened high water, boat owners agree to arrange, at boat owner's expense, for the moving of any boat that might be damaged due to high water. The marina will be everything possible to operate safely, including shutting power to eliminate electrocution concerns.

**10. Cancellation of Lease**

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F3 or City: This lease may be cancelled with or without advance notice for any acts of leaseholder or leaseholder's family, invitees or agents deemed in the sole discretion of F3 or the City of Rock Island to threaten the safety, security and integrity of the marina and its patrons. No fees will be refunded or prorated on leases cancelled by F3 or the City under this paragraph.

All fees under this agreement are non-refundable and leasehold has been fully advised and hereby waives any claim for refund or proration of any fees under this agreement if leaseholder cancels or attempts to cancel the agreement prior to expiration of its term.

**11. Refusal to Renew Contract**

The City and F3 Marina reserves the right to refuse to renew the contract of any boater who does not comply with the terms of this contract and/or the Rules and Regulations of the marina, who has been turned over to the collection agency or who has an outstanding account balance.

**12. Past Due Accounts**

All accounts with a past due balance will be charged a 5% late fee each month until paid.

For any accounts which are sixty (60) days or more past due, the City/F3 Marina may pursue any and all legal remedies available to it in order to collect same. The account holder shall be responsible for any collection fees, attorney and/or legal fees and costs incurred by the City of Rock Island and/or F3 Marina in collection of past due accounts.

**13. Boat Guidelines**

Any boat owner whose boat presents a hazard and/or nuisance including emptying holding tanks into the marina will be notified in writing by F3 Marina staff of the concern. The boat owner will be requested to remedy the indicated problem which may include allowing marina staff to put dye in their holding tanks to monitor any unlawful releases. Failure to correct the problem may be cause for the City/F3 Marina to have the boat removed from the harbor.

**14. Water Supply to the Docks**

Non-potable water will be provided on the docks during the summer season when weather permits. Freezing temperatures at the beginning and end of the summer season will be cause for the dock water to be unavailable with little or no prior notice. Boaters may use one of the potable water connections at the marina buildings to fill their storage tanks. All hoses must be stored in a manner acceptable to the City/F3 Marina.

**Washing of motor vehicles will not be allowed on Marina property.**

**15. Unoccupied Slips**

The City/F3 Marina reserves the right to re-rent unoccupied slips by the month, week or overnight. No individual is allowed to use any slip in the marina without permission from the City/F3 Marina. No leaseholder can give authorization to other boaters to use any slip without the consent of the Marina Office.

When the City/F3 Marina rents an unoccupied slip that has an individually metered electrical service, the summer season leaseholder will be reimbursed for use of the electrical service at the rate of \$1.00 for each night the slip is rented to another boater. In the event that the electrical usage exceeds a reasonable amount of usage, the City/F3 Marina will reimburse the leaseholder the additional charges incurred.

**16. Trailers**

Trailer parking will not be allowed anytime at the marina without permission from the City/F3 Marina. Trailer storage is allowed in the fenced area during the summer season on a first come first serve basis as long as the storage fee has been paid and the trailer has an up-to-date trailer permit sticker. Boaters may rent trailer storage overnight for \$10 per night. Staff will assign a parking space. Space is limited and available on a first come first serve basis.

Any trailer not registered with the office and stored in our lot at any time will be charged \$10 a day.

**17. Occupancy of Boat**

Temporarily or permanently living on board a boat stored on land will not be permitted without the expressed consent of the Marina Manager.

**18. Boat Repair and Maintenance**

Major boat repairs such as sanding, fiber glassing or major painting will not be allowed in individual slips; however, minor hand sanding for touch up painting and varnishing will be allowed.

Repairs on land such as sanding, fiber glassing, painting, engine and outdrive repair, and other boat repairs will be allowed. Boat owners will be required to submit an information form detailing the types of repairs or maintenance activities to be performed while on land. The information will allow the City/F3 Marina to place the boat in an area that will help reduce the chances for environmental damage.

Sandblasting, hull water blasting/power washing, and/or spray painting of any type will not be permitted anywhere in the marina.

Boat owners who perform or contract out any of the permitted activities, or any other activities that may cause environmental damage or damage to City property, will be responsible for insuring that the proper containment is provided. All containment procedures must be approved by the Marina Office prior to starting any maintenance or repair activity. Boat owners are also responsible for tarping the ground, the cleanup and disposal of all waste or byproducts from the work performed.

Boat owners who contract for boat repair, maintenance, cleaning, electrical, carpentry, heating, air conditioning services, or with any other outside contractor will be responsible for informing the company/individual that they must be registered with the City/F3 Marina prior to starting any work. Marina staff will not be responsible for granting access to the docks for contractors.

## **19. Storage**

Storage of personal property is not allowed on walkways, in the restrooms, or anywhere else on City property without the expressed consent of the City/F3 Marina.

Boat steps on the finger piers will be permitted when the total weight does not exceed one hundred (100) pounds. Steps cannot exceed one half of the width of the finger pier when it impedes travel on the finger or causes inconvenience to other leaseholders. Only one (1) set of steps per boat.

Carpeting is not permitted on the docks in any location, but rubber backed mats may be placed on the finger piers.

Storage of vehicles, equipment, building materials, batteries or flammable products is not permitted anywhere on City property. Storage of maintenance/repair materials, nonflammable cleaning products and tarps will be permitted when stored in a neat orderly manner under the boat only while the boat is stored on land.

Boat owners are responsible for any environmental damage caused as a result of storing items on the dock or under the boat on land.

## **20. Moorings**

Moored boats may not protrude over the main walkway. Mooring lines and power cords must be kept off the walkways. Boats shall be secured with the proper size rope or line based on the size of the boat. Boater owners are liable for charges incurred when the City/F3 Marina is required to replace inappropriate and/or unacceptable lines.

## **21. Electrical**

All electrical facilities and usage in the marina must comply with the Rock Island Electrical Code as interpreted by the Rock Island Electrical Inspector. All electrical cords and connections shall be marine grade three-wire grounded.

Power cords must not hang in the water and should be disconnected from the source when the slip is unoccupied. All electrical power must be disconnected from boats stored on land when the boat is unattended.

All common electrical power to the docks and storage lots will be shut off on November 1. All boats that require electrical service during the winter season must have a separate electrical meter.

**22. Fuel Dock**

SMOKING IS FORBIDDEN ON OR NEAR THE FUEL DOCK. This includes Vaping.

All engines must be shut off before fueling begins and engine compartments must be ventilated afterwards. Service will be denied when a boater does not comply with all fueling rules posted at the fuel dock. The fuel dock will be open by appointment only after the end of the summer season.

**FUEL MAY NOT BE DISPENSED ANYWHERE IN THE MARINA EXCEPT AT THE FUEL DOCK.**

**23. No Wake Area**

The harbor is a NO WAKE AREA. Boats may not be operated faster than idle speed within the harbor.

**24. Damage to Docks, Facilities or Grounds**

Boat owners are required to report damage to the docks, facilities or grounds to the City/F3 Marina and be responsible for the cost of the repair of any damage caused by them or their guests.

**25. Noise Level**

Be courteous of marina patrons and refrain from excessive noise after 10:00 p.m.

**26. Gates**

All dock gates should be kept closed to help insure the security of the boats and belongings of all marina patrons.

**27. Grilling**

Grilling is permitted only when using a Sunset Marina approved electric grill that is properly attached to the boat. Grilling in the marina on the walkways, piers or the finger piers is not permitted at any time.

Grilling is permitted only at the grill provided in the grassy area near the restroom/laundry room.

**28. Swimming and Fishing**

Rock Island city ordinance prohibits swimming or fishing from the docks in the harbor. Casting is not allowed from any boat moored in a slip. A fishing line may be attached to a leaseholder's boat and dropped into the leaseholder's slip.

**29. Firearms and Fireworks**

Rock Island city ordinance prohibits the displaying or discharging of firearms or fireworks in the harbor.

**30. Pets**

Rock Island city ordinance states pets must be kept on a leash at all times and pet owners are responsible for cleanup of all pet waste. Pet owners are responsible for all actions of their animals. Pet owners charged with a complaint will be notified in writing. The third warning will result in permanent removal of the pet from the marina.

**31. Change of Address or Owner**

The leaseholder will notify the City/F3 Marina whenever his/her address, home telephone number or work telephone number changes. The leaseholder will also provide the name, address, and telephone number of a new owner if the ownership of the boat changes.

**32. Boat Sale Advertisements**

"FOR SALE" signs are not allowed on boats harbored at the marina. Boats for sale may be advertised on the marina bulletin board after checking in at the Marina Office. Boat owners must accompany a prospective buyer when showing their boat. Marina staff will not be responsible for granting access to the docks or storage area for prospective buyers.

To conduct a public auction to sell a boat at Sunset Marina, the owner must submit a request to the marina manager in writing at least 45 (forty-five) days prior to the proposed auction date. Staff will respond in writing either allowing or denying the request.

### **33. Selling a Boat**

The leaseholder (seller) may let the buyer use the slip for the remainder of the contract.

If the buyer is using the slip for the remainder of the season, the buyer must fill out a temporary contract, provide proof of insurance and will be responsible for any remaining slip and/or storage fees unless the marina is notified that the seller is responsible. The buyer does not retain any slip rights for the following season. The buyer must choose a slip from the available slip list to reserve a slip for the next season.

### **34. Discharge of Sewage**

The City provides restroom facilities and pump-out facilities (weather permitting) for boats at the marina. Discharging/dumping of sewage into the lake or anywhere in the marina is forbidden and is a violation of state and federal environmental regulations including the Environmental Protection Agency.

All leaseholders' watercrafts must comply with all state and federal regulations regarding Marine Sanitation Devices (MSD's) and discharging of sewage including securing Type I and II MSD's to prevent discharge.

### **35. Contract Services**

Annual Contract Holders receive the following:

- \$.15 per gallon fuel discount
- Lift/Set for the winter
- Launch for the spring
- One complimentary Summer Lift and Hour Sling time
- Reduced winter storage fee as stated on rate sheet

Annual Contract Holders with Boats on Trailer

- \$.15 per gallon fuel discount
- Reduced Travelift Set onto trailer at \$75 per lift

Winter Storage Contract Holder - Non-Trailer

- Lift and Set included in Storage fees
- Spring Launch

Summer and Winter Storage Contract Holder with Boat on Trailer

- Reduced Travelift Set onto trailer at \$75 per lift

Summer Slip Holders with Trailer Storage Rental

- Renting a slip and trailer storage allows you In and Out Privileges. The boat can be either on the trailer or at the slip. Both must be under contract and trailer must have a trailer sticker. See Marina staff for trailer storage location when the boat is on it. When the boat is on the trailer, it must be in the locked trailer lot.

### **36. Severability**

If any portion of this lease shall be deemed or declared to be unenforceable, invalid, or void, the same shall not impair any of the other portions of this lease and the remaining terms shall remain in full force and effect.