



**The Marina at Pelican Bay - Cherry Creek  
Slip, Space & Mooring Use Agreement**

Mail - 4950 S. Yosemite St., Suite F2-328 • Greenwood Village, CO 80111-1350

**Complete and Email to: [marina@pbcherrycreek.com](mailto:marina@pbcherrycreek.com)**

**PARTIES TO AGREEMENT** The parties to this Use Agreement (the Agreement”) are Vencore Marine Group, LLC, dba/ The Marina at Pelican Bay - Cherry Creek State Park (Vencore), and the undersigned owner of the Vessel identified herein (the “User”).

**USER IDENTIFICATION**

Name \_\_\_\_\_ Email Address \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Telephone: Cell \_\_\_\_\_ Home/Work \_\_\_\_\_

**VESSEL IDENTIFICATION** Description of User’s Vessel, which is to be placed in the Marina Slip

Vessel Name \_\_\_\_\_ Manufacturer \_\_\_\_\_  
 Model \_\_\_\_\_ Length (Overall) \_\_\_\_\_ Registration# \_\_\_\_\_  
 State of Registration \_\_\_\_\_ Beam Draft \_\_\_\_\_ Hull Identification # \_\_\_\_\_

**ITEM FEES**

Slip/Space # Requested \_\_\_\_\_ \$ \_\_\_\_\_ (See 2019 Rate Sheet)  
 Fob-Still have last years? # on back \_\_\_\_\_ New Fob \$25 deposit \$ \_\_\_\_\_  
 Captains Club \* Gold-\$500; Silver \$250; Bronze \$100 \$ \_\_\_\_\_  
 Electric  Yes  No \$75 boats under 25', \$125 for 26'-30'; >30' -\$175 \$ \_\_\_\_\_  
 2019 Summer Trailer Storage {\$200.00} (More than original in/out=\$75) \$ \_\_\_\_\_  
 2018 Winter Trailer Storage {\$449.00 Lower lot; \$350 Berm; \$399 off site) \$ \_\_\_\_\_  
 Convenience Fee for Credit Card 1.99% \$ \_\_\_\_\_  
 Discount Code \_\_\_\_\_ Amount of Discount \$ \_\_\_\_\_  
**TOTAL DUE** \$ \_\_\_\_\_

\$500 Deposit \_\_\_\_\_ 50% of remaining balance due November 1, 2018, remaining balance due March1, 2019

**(FEES ARE PRICED FOR CASH or CHECK– Credit Cards require additional 1.99% service charge)**

Trailer Make \_\_\_\_\_ License# \_\_\_\_\_

Condition of trailer as determined by Marina: \_\_\_\_\_ (Current License Plate, Tires full/tread wear/previous damage, hitch working condition).

DO NOT EVER place a boat or trailer in the State Park Trailer area or you WILL BE TOWED. Only the 3<sup>rd</sup> or 4<sup>th</sup> row in front of the Lake House are allowed, and only for 24 hours. You MUST have a written receipt from the Marina that we know your boat is in the lot. A locked trailer tongue will result in a \$100 fine.

**In consideration of the fees above, VENCORE and USER hereby agree as follows:**

**1. PERMISSION TO MOOR VESSEL.** By terms of this Use Agreement, User shall be allowed to dock/moor/store (summer/winter)/park the above described Vessel (the "Vessel") located at the Marina. User agrees that Vencore shall designate the location of the slip within the Marina and may in its sole discretion relocate the slip used hereunder without prior notice to the User, provided such relocation does not result in an increase in the use price charged for the slip. **VMG reserves the right to refuse service to anyone and by law, does not discriminate.**

**2. AGREEMENT DURATION.** This Use Agreement commences upon acceptance by Vencore and submission of the above Fees, and terminates on October 31<sup>st</sup> each year, unless sooner terminated as hereinafter provided. The parties agree that weather and water level conditions may result in an actual mooring season beginning and ending on dates other than the stated term of this Use Agreement. No fee adjustments will be made for these conditions.

**3. CREATION OF A MARITIME LIEN.** User hereby appoints Vencore (acting through employees, agents or representatives) to procure necessities for the Vessel and that all sums due the Vencore from the User pursuant to the Agreement or all sums due, advanced or incurred by Vencore in connection with any repairs, storage, lift usage, supplies, towage or the use of dock facilities afforded to User and/or the Vessel shall constitute a Maritime Lien against the User's Vessel and the trailer in favor of Vencore. Said Lien may be enforced by the Vencore according to the laws of the State of Colorado and the United States of America.

**4. AGREEMENT NOT TRANSFERABLE.** This Use Agreement is not transferable, without Vencore's prior written consent, either to another person or for any vessel other than the Vessel specifically described herein.

**5. ACCESS AND VENCORE'S RIGHT TO USE.** User shall recognize that access to the Marina may be limited on occasion by capacity factors beyond Vencore's control as dictated by the Colorado Division of Parks and Wildlife, and/or the US Army Corp of Engineers. Vencore does not guarantee access by terms of this Use Agreement, either implied or stated.

**6. TERMINATION BY USER.** Should User terminate this Use Agreement, User shall receive a refund only if and when the Vencore finds a suitable replacement user. The refund shall be reduced by a service charge equal to 10% of the total agreement amount and shall be proportional to the months remaining in this Use Agreement after assumption by the replacement user.

**7. TERMINATION BY VENCORE.** If at any time it is considered by the Vencore to be in the best interest of The Marina at Pelican Bay -Cherry Creek or its users, Vencore reserves the right, after two (2) days' notice, to terminate this Use Agreement. Vencore shall reimburse User for the unused portion of the Use Agreement by the formula: Amount paid x Months Remaining in Use/Total Number of Months Paid. **Vencore reserves the right to unilaterally terminate this Use Agreement if User, its family members or guests are disruptive to the other Marina users or at its sole discretion elects to exercise this.**

**8. VESSEL IS INSURED.** Please provide a certificate of insurance with the certificate holder as follows:

Vencore Marine Group, LLC, 5082 East Hamden Avenue, Suite 167, Denver, CO 80222

The certificate should evidence the following coverages with an A-rated (by A.M. Best) insurance company:

1. Protection & Indemnity no less than \$300,000; \$500,000 if vessel is valued over \$75,000

2. The description on the certificate of insurance should read as follows:

"Certificate holder is additional insured with respect to Protection & Indemnity as their interest may appear in connection with the use of The Marina at Pelican Bay – Cherry Creek", and to maintain an updated copy of the User's policy always in the Marina Office.

Note: Certificates evidencing the above shall be required for the full duration of time that your vessel is in our care, custody and control. Furthermore, any subcontractor performing work on your vessel will be subject to additional insurance requirements per the attached. User agrees that User will be held responsible for damage, which the Vessel may cause, by any means, to other vessels in the Marina or to the Marina and storage structures, equipment or facilities. **A copy of the Certificate of Insurance must be on file with the Marina Office BEFORE the Vessel may be put into a slip – failure to provide insurance will result in forfeiture of slip fees.**

**9. INDEMNIFICATION.** User agrees to defend, indemnify and hold harmless Vencore, its owners, managers, agents and assigns for any and all claims, damages, losses, demands, causes of actions of liabilities of any kind, including attorneys' fees, for personal injuries, including death, or damage to property arising out of the use by User (including User's family, employees, agents, guests or invitees including business invitees) of the Vessel, or the mooring of the Vessel by User.

**10. VESSEL IS IN GOOD CONDITION .** This Use Agreement is contingent upon examination and approval by Vencore of the Vessel. Vessels not in good condition will not be admitted to the Marina. Failure to maintain the Vessel in good condition shall be cause for termination of this Use Agreement. The condition of the Vessel shall be appraised and determined by the Marina, in its sole discretion using the standards set by the US Coast Guard Auxiliary and Colorado Boating Regulations, including ensuring the trailer license plate is current and the boat registered for the season BEFORE it is dropped in the water. All decisions of condition and maintenance of good condition made by the Marina shall be final and binding on the parties.

**11. VENCORE NOT LIABLE FOR DAMAGE, FIRE, THEFT, ETC.** Vencore will take all reasonable precautions to protect the safety and property of User. However, Vencore assumes no responsibility for the safety of any vessel moored, anchored, moved by Vencore employees, or stored in the Marina. Vencore will not be liable for fire, theft, vandalism, and/or damage of any type to User's Vessel, equipment, appurtenances, engines, dinghies, or property of any type, however arising; it being the parties understanding that USER SHALL MOOR, ANCHOR AND/OR STORE THE VESSEL AT USER'S OWN RISK. Vencore DOES NOT insure against fire, theft, vandalism, damage of any type, or other loss or casualty to User's Vessel, equipment, appurtenances, engines (including outboard engines), dinghies, and property of any type, including trailers and cradles.

**12. CREATION OF SECURITY INTEREST AND LIEN.** As further consideration of the Use Agreement, User hereby grants to Vencore a security interest and a lien on the Vessel for all sums due from the User for slip rental, provisions, labor, storage, maintenance and fuel. The lien granted herein may be enforced by the Vencore in accordance with the laws of the State of Colorado. To evidence and perfect Vencore's security interest, this Use Agreement shall be considered a security agreement.

**13. NO WARRANTIES.** User shall rent the slip from Vencore in its "as is" condition. Vencore specifically disclaims all warranties including but not limited to those of merchantability of fitness for a particular use.

**15. SUNKEN VESSEL.** In the event that User's Vessel sinks in its slip or within the Marina, User will commence salvage activities within 24 hours of notice by the Marina that such sinking has taken place. Failure to commence such salvage action within the prescribed time shall give the Vencore the right to salvage the Vessel and User shall reimburse Vencore for all expenses incurred in the salvaging or attempted salvaging of the Vessel.

**16. EMERGENCY SALVAGE ATTEMPT.** In the event that User's Vessel is observed to be sinking or on fire while moored in the Marina, User grants to Vencore without recourse the right to enter the Vessel to attempt salvage, and to take whatever measures Vencore deems appropriate and User shall reimburse Vencore for all expenses incurred in the salvaging of the Vessel. Vencore shall not claim salvage rights on any action, which might be so taken.

**17. REMOVAL OF VESSEL UPON TERMINATION, ABANDONMENT.** Upon termination of this Use Agreement for any reason, User shall remove the Vessel from the Marina within two (2) days of notice of termination. Failure to remove the Vessel shall be considered to be abandonment of the Vessel to Vencore, in which case Vencore may dispose of the Vessel as Vencore sees fit.

**17. HOLD OVER.** Should User fail to remove the Vessel upon termination of the Use Agreement, Vencore may, at Vencore's sole discretion, treat the User as a hold-over user rather than an abandoned Vessel, in which case User shall pay daily use fees at twice the Marina's published daily rate for each day the Vessel remains at the Marina.

**18. RENEWAL OF LEASE NOT GUARANTEED.** This Agreement DOES NOT automatically renew. A prior use agreement shall not give User an automatic right to renew or renewal priority over another applicant for a slip. A new Use Agreement shall require application, acceptance of the application, signing a new Use Agreement, and payment in advance of the required use fee (which may be all available online and electronically signed). **Vencore may refuse to lease a slip to any user applicant in the sole discretion of Vencore.**

**19. RULES AND REGULATION.** The attached Rules and Regulations of The Marina are made a part of this Use Agreement. Failure by User to observe these rules shall give Vencore the right to terminate this Use Agreement on two (2) days' notice, or to refuse to renew this Use Agreement. The Rules and Regulations are subject to change without notice. Vencore has the right to move, or remove the Vessel and charge any necessary fees or fines in accordance with a breach of the Rules and Regulations.

**20. SLIP VACANCY.** All Fees are due by March 1 each year. In the event the full amount of Fees due are not paid by March 31, this Use Agreement shall terminate, and any deposits paid will be nonrefundable. Slip holder shall communicate with Marina (marina@pbcherrycreek.com) if slip is to be vacant for an extended period longer than 14 days.

**21.** Marina Patrons do not have preemptory rights over other visitors to access the Park, or portions of the Park, in the event the park, or access to the Park is temporarily closed or otherwise restricted.

**22. NO FUEL CANS, of ANY KIND,** may be brought onto the marina docks or slips from outside fuel suppliers unless specifically approved by the Marina Manager. NO FUEL CANS, FLAMMABLES OR EXPLOSIVES ARE ALLOWED IN DOCK BOXES! FAILURE TO COMPLY WILL RESULT IN A FINE OF \$100.

**23. Hours** -The Marina is closed to non-slipholders from 7:00 PM until 8:00 AM each day except for Event Nights when the Marina closes to Non-slipholders from 5:00 PM to 8:00 AM. **QUIET HOURS IN THE MARINA ARE 10:00 PM to 8:00 AM**

**24. Winter Storage and Summer Trailer Storage in the Dry Storage Area** – Off Belleview is limited to one trip each way. Additional ins and outs are \$75 per trip as it takes 1 hour of labor to drive over, retrieve your trailer or boat and return same back to the Dirt Lot at the marina parking area. Personal movement of your trailer/boat may be made but only with scheduled coordination, at least 3 days in advance, with the Marina Manager.

The undersigned owner(s) of the Vessel, and User under this Agreement hereby certifies that they have read and agree to abide by the above terms and the attached Rules and Regulations of The Marina at Pelican Bay - Cherry Creek.

**Use Agreement Accepted**

User: \_\_\_\_\_ Date: \_\_\_\_\_

User: \_\_\_\_\_ Date: \_\_\_\_\_

**Please note that a certificate of insurance listing Vencore Marine Group, LLC as additional insured must be received by Vencore prior to launching your Vessel.**

## **THE MARINA RULES & REGULATIONS** **(updated September 2018)**

1. The Lessee agrees to exercise due care in the use of the premises used under this Use Agreement and to exercise due care in the operation of any vessel in the Marina area. The Lessor recommends inspection of vessels by the US Coast Guard Auxiliary.
2. To be admitted to Marina and to continue to be moored at this marina, a vessel must be registered, have registration identified and current year, marked, and with safety equipment as mandated by Colorado Parks & Wildlife most recent Colorado Boating Statutes and Regulations, as well as the US Coast Guard Auxiliary; equipped and maintained as required by law, shall at all times be capable of moving from its slip under its own power, and shall at all times present a clean, well-maintained appearance. The Lessor shall have the right to inspect the vessel to determine whether these requirements are being observed.
3. Vessels shall be secured in their slips in a manner acceptable to the Lessor, or the Lessor, after notice to the Lessee, will properly secure the vessel for the Lessee, without liability, and will charge the Lessee for the labor and materials for this work.
4. Lessees will provide the Lessor with keys or lock combinations for the main hatches and engine hatches of their vessels. Lessor will store said keys in locked cabinets accessible only to responsible the Marina personnel. Lessor will give the keys to no persons other than the Lessee or to the Marina personnel only upon specific prior authorization by the Lessee. Trailers will NEVER BE LOCKED in the parking lot. If Marina must cut a lock off there will be a \$100 removal charge.
5. In the event of heavy storm, the Marina personnel will attempt, if practical and possible, to provide preparation and damage prevention service. Lessee agrees to pay for these services as billed. However, the Lessor does not assume responsibility for said protection or for any damages to Lessee's Vessel.
6. Lessees are welcome to perform service work on their own vessels provided however:
  - a. That the work is performed by the owner, members of his family, or friends who are not working for pay. Please see item 7 below.
  - b. That the Vessel is moved to a designated work area, available only upon prior scheduling and upon payment of the posted fee, for work involving the use of power tools, paint, paint remover, solvent or the like on any exterior part of the vessel.
  - c. That absolutely no paints, thinners, solvents, oils or similar materials, or any sawdust, sanding residue, paint scrapings or the like be spilled, dumped or discharged into the waters of the Marina. Tenants should note that serious damage to other vessels has been caused by accidental spills. In the event of an accidental spill, the offending parties will be held completely responsible for repair of these damages.
  - d. That the repairs or service shall not involve prolonged or high-speed operation of a vessel's engines.
  - e. The Marina prohibits unattended open containers of paints and other maintenance supplies on docks.
7. **No "outside" contractor or service organizations or individuals will be permitted to undertake any work on vessels in the Marina until they have:**
  - a. Provided written authorization from the owner to enter the vessel and to perform the indicated work.
  - b. Obtained permission from the Marina Manager to perform such work.
  - c. Scheduled and paid for use of a designated work slip.
  - d. Arranged with the Marina to have the vessel moved to the designated work slip.
  - e. All contractors are required to submit proof of liability insurance. Contractor personnel violating this rule will be prosecuted as trespassers.
8. Advertising or soliciting shall not be conducted in the Marina.
9. The Marina reserves the right to place other vessels in a Lessee's slip, and to charge therefore, when the slip is not being used by the Lessee.

10. The laws of the State of Colorado, and the Clean Water Act of the U.S. Government specifically prohibits discharge or deposit of any rubbish, waste material or refuse material of any kind or description into the waters of any river, stream, lake, pond, or tidal waters. The Marina supports these regulations and will aid the enforcement agencies to assure compliance within the Marina. Tenants, tenant's family and guests will cooperate by using the Marina's shore side toilets and placing all garbage and refuse in the receptacles provided by the Marina.

11. Dumping of portable toilets into our shore side toilets can cause failure of our sewer system. Please dump portable toilets into receptacles specifically provided and marked for this purpose.

12. Tenants shall not place supplies, materials, accessories or debris on the walkways, and shall not construct thereon any lockers, chests, cabinets or similar structures. Water hoses and electric cords shall be removed when not in use or shall be neatly coiled and stowed. The Marina reserves the right to confiscate hoses and electric cords which are not so stowed.

13. Tenants are expected to conduct themselves, and to see that children and guests for whom they are responsible also conduct themselves, to create no annoyance, hazard or nuisance to the Marina or to the other Tenants. In addition to the good housekeeping practices listed above, this rule specifically includes the following:

- a. Swimming, diving or fishing from the Marina piers is not permitted.
- b. No charcoal or open fires will be allowed on the Marina premises except in designated picnic areas.
- c. Dogs will always be kept on a leash. Owners are expected to clean up after their pets promptly.
- d. Children shall not be unsupervised at any time on the Marina grounds.

14. All boats wishing to utilize the Marina's shore power system must meet the American Boat and Yacht Council's Standards for Electrical Systems. The Marina reserves the right to inspect boats for adherence to these standards, and to refuse service to any boat not so equipped. The most current Electrical Code applies, and Tenant must have purchased and installed a 5 milliamp GFCI Breaker if electricity is used. See Marina Manager for details.

15. The Marina Manager may limit overnight camping if Marina or Lake conditions, in the sole discretion of the Marina Manager, so warrant.

16. All inboard and stern drive boats shall have oil absorbent materials located in bilge area.

17. Quiet hours shall be in effect from 10:00 p.m. until 8:00 a.m. daily in the marina. After 7:00 p.m. the outer security gate will be locked and only slip holders are allowed entrance. Please do not let anyone in that you do not know!

The Marina is open ONLY to Slipholders and their Guests and Paid Transient boats from 7PM to 8AM Daily. For clarification – non-slipholders or non-paid transient boats are not allowed in the marina from 7pm to 8am daily or on Special Event days, 5pm-8am.

On event nights, there will be no free Courtesy dockage available from 5PM to 8AM. Only paid transient boats who have filled out a Temporary Mooring Agreement are allowed into the Marina. This is to allow for a safe mooring field and control of number of vessels in the marina area.

Special Event Boaters who are inside the marina (breakwater area) (not slipholders nor their guest's sir) are welcome to come enjoy the concert (from the water) after they have checked in and paid at the dock shop. They will be reminded that the State Park rules required and enforce 3.2% alcohol only.

Those sections of the Main Dock that accommodate boats either med-moored (preferred) or side-to need to be pre-reserved, even if you are a slipholder. If they are transient boats the charge is \$35 per night or \$99 per weekend. On Event Nights, it is \$30 per slip or mooring ball.

NO personal anchoring inside of the breakwater will be allowed due to Safety Concerns.

18. Fishing or swimming from the docks is NOT allowed.

19. Dogs must always be on a leash.
20. State law allows only 3.2% alcohol in the park. The only exception is in a properly licensed area.
21. No drilling or cutting of the docks' steel or wood is allowed. All fenders and lines must be properly tied in a nautical fashion. Please see the Marina Manager for assistance in proper technique. If your boat is not tied or fendered properly, we will tie it for you and a charge will be applied to your account. Please help us help you!
22. Use of the Crane – Only marina slipholders who have paid the Crane Fee may use the crane, and then only after being trained as a Certified Operator by the Crane Company or Marina Manager. The Crane Fee pays for the annual maintenance, repair and upkeep of the Crane. Please contact Community Sailing of Colorado for proper certification information.
23. Park Closure -The State may close the Park when deemed necessary and has established limits of visitation at the Park, based on public safety, the number of parking spaces available, and the Reservoir capacity available at any given time. Any enforcement by the State of these limitations shall not be considered a breach of Contract nor shall it limit obligations under this Contract. The State may temporarily close the Concession Area, or otherwise suspend operations in the Park if conditions at the Park, whether natural, budgetary, or man-made, create an unreasonable risk to the public as determined by the State in its sole discretion. The State shall provide immediate notice of such closure if the State exercise its rights
24. Rule and Regulation Enforcement - The State shall not grant special treatment to Marina Patrons in the enforcement of rules, regulations, or policies of the Park.
25. State Access - The State shall have full right and authority to enter any area, building, or property in the Marina Area for inspection purposes and to enforce all laws and regulations of the State, or for any other lawful purpose.
26. Special Events -The State or Vencore shall provide notice of special events held by the State, Vencore or a third party within the Park that, at the Park's determination, has the potential to impact the operation of the Marina. Such special events are permitted and shall not be considered an interference at the Marina. This includes Live! AT The Lake.
27. Water Levels - The State and Corps of Engineers may regulate water levels and allow fluctuation of the Reservoir according to their operational plans for the Park. Marina Tenant acknowledges that the Marina Area is within the flood storage area and is subject to fluctuation of water levels, including decrease during drought. The State nor VMG is not responsible in any manner for any damage or lost revenues tenant may suffer as result of fluctuating water levels and associated conditions. Further, if your vessel has a draft more than 2', you may have to pull the boat early in the fall as lake levels drop and the West Ramp becomes unusable.
28. Glass Prohibition - Tenant shall ensure that no items dispensed within the Marina Area or on the lake are in glass containers.
29. The marina reserves the right to refuse service to anyone.
30. These rules may be updated from time to time during the season. Please refer to the copy on the website for the latest version. It is crucial that slipholders signup for, read and maintain a subscription to our newsletter. You can sign up on the website home page.

**Thank You! We really appreciate your business and continued Great Attitudes!**

THESE RULES & REGULATIONS MAY BE UPDATED FROM TIME TO TIME.  
THE LATEST VERSION WILL BE ON THE WEBSITE: [www.pbcherrycreek.com](http://www.pbcherrycreek.com).