



Pelican Bay at Cherry Creek Slip & Mooring Use Agreement

4800 South Dayton Street • Greenwood Village, CO 80111

Complete and Email to: marina@pbcherrycreek.com

PARTIES TO AGREEMENT The parties to this Use Agreement (the Agreement”) are VMG Marine Group, LLC, operating and dba/ The Marina at Pelican Bay- Cherry Creek State Park (“VMG”), 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/Space.

Vessel Name _____ Manufacturer _____

Model _____ Length (Overall) _____

Registration# _____ State of Registration _____

Beam _____ Draft _____ Hull Identification Number _____

Trailer Make _____ License Plate # _____ State of Registration _____

Condition of trailer as determined by Marina: _____

(Current License Plate, Tires full/tread wear/previous damage, hitch working condition, NEVER LOCK THE TRAILER \$100 fine)

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

1. PERMISSION TO MOOR VESSEL. By term 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 VMG 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 VMG and submission of the above Fees, agreement and valid insurance and terminates on October 31st for Summer Only Storage options and March 31st for Summer and Winter Storage options each year, unless sooner terminated as hereinafter provided. The parties agree that weather, water level and other conditions or State mandates 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 VMG (acting through employees, agents or representatives) to procure necessities for the Vessel and that all sums due the VMG from the User pursuant to the Agreement or all sums due, advanced or incurred by VMG 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 VMG. Said Lien may be enforced by VMG according to the laws of the State of Colorado and the United States of America. VMG may remove vessel and or trailer to satisfy outstanding sums.

4. AGREEMENT NOT TRANSFERABLE. This Use Agreement is not transferable, without VMG's prior written consent, either to another person or for any vessel other than the Vessel specifically described herein. No subletting is allowed without written permission and no rental of any vessels are allowed including Air B-N-B schemes.

5. ACCESS AND VMG'S RIGHT TO USE. User shall recognize that access to the Marina may be limited on occasion by factors beyond VMG's control as dictated by the Colorado Division of Parks and Wildlife, and/or the US Army Corp of Engineers or other Governmental entities. VMG 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 VMG 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 VMG. If at any time it is considered by VMG to be in the best interest of Pelican Bay at Cherry Creek or its users, VMG reserves the right, after two (2) days' notice, to terminate this Use Agreement. VMG 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. **VMG 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 provision.**

8. VESSEL IS INSURED. User warrants that the Vessel is insured for liability of at least \$300,000; \$500,000 if vessel is valued at over \$75,000. 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. User agrees to name VMG Marine Group, LLC, as an additional insureds, and to maintain an updated copy of the User's policy at all times in the Marina Office. **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 VMG, its owners, manager, 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. VESSELS IN GOOD CONDITION. This Use Agreement is contingent upon examination and approval by VMG 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 standard 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 launched 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. VMG NOT LIABLE FOR DAMAGE, FIRE, THEFT, ETC. VMG will take all reasonable precautions to protect the safety and property of User. However, VMG assumes no responsibility for the safety of any vessel moored, anchored, moved by VMG employees, or stored in the Marina. VMG 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 AND ANY ITEMS IN DOCK BOXES AT USER'S OWN RISK. VMG 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 VMG 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 VMG in accordance with the laws of the State of Colorado. To evidence and perfect VMG's security interest, this Use Agreement shall be considered a security agreement.

13. NO WARRANTIES. User shall rent the slip from VMG in its "as is" condition. VMG 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 VMG the right to salvage the Vessel and User shall reimburse VMG 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 VMG without recourse the right to enter the Vessel to attempt salvage, and to take whatever measures VMG deems appropriate and User shall reimburse VMG for all expenses incurred in the salvaging of the Vessel. VMG shall not claim salvage rights on any action, which might be so taken.

17. REMOVAL OF VESSEL and ALL PROPERTIES 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 and Properties shall be abandonment of the Vessel and Property to VMG, in which case VMG may dispose of the Vessel and Property as VMG sees fit.

17. HOLD OVER. Should User fail to remove the Vessel upon termination of the Use Agreement, VMG may, at VMG'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. **VMG may refuse to lease a slip to any user applicant in the sole discretion of VMG.**

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 VMG 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.

VMG 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 1st each year. In the event the full amount of Fees due are not paid by March 1, this Use Agreement shall terminate, and any deposits paid will be nonrefundable. Slip holder shall communicate with Marina Manager if slip is to be vacant for an extended period of longer than fourteen (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. The Marina is closed to non-slipholders and their guests from 7:00 PM until 8:00 AM each day except for Event Nights when the Marina closes to Non-slipholders and their guests when the hours are 5:00 PM to 8:00 AM. **QUIET HOURS IN THE MARINA ARE 10:00 PM to 8:00 AM.**

24. NO COMMERCIAL USE. Under no circumstances may a User rent their vessel to any party for any type of use including rental of vessel, Air-B-N-B or any similar activities. The State of Colorado Parks & Wildlife Division clearly prohibits such commercial activity on Cherry Creek Reservoir. This slip agreement allows for the User to slip their vessel for their private use only.

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 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 VMG prior to launching your Vessel.



THE MARINA RULES & REGULATIONS

2021

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 **BEFORE LAUNCHING**, have registration identified, 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 will properly secure the vessel for the Lessee, without liability, and will charge the Lessee for the labor and materials for this work. This shall include bow and stern dock lines of at least 3/8" with snubbers and spring line (s).
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 accident 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. No sub-renting of the slip or use of the boat is allowed, including Air-B-N-B type schemes.
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 provide assistance to 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, so as 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. Electric Shock Drowning is a real threat! Do not go overboard in the Marina!
 - b. No charcoal or open fires will be allowed on the Marina premises. Use of BBQ's must be away from the Marina by order of West Metro Fire Department.
 - 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. Individual metering may occur.

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 closed to Slipholders and their Guests and Paid Transient boats from 7PM to 8AM Daily.

On event nights, there will be no Courtesy dockage available from 5PM to 8AM. Only paid transient boats who have filled out a Temporary Mooring Agreement are allowed into the Marina.

Boaters are welcome to come enjoy the concert (from the water) after they have checked in and paid at the dock shop.

Those sections of the Main Dock that accommodate boats either med-moored (preferred) or side-to need to be pre-reserved. 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 and Park Rules.

18. Fishing from the docks or inside of the breakwater or with 50' of the outside of the breakwater is not allowed.
19. Dogs must be on a leash at all times.
20. Outside Alcohol is NOT ALLOWED inside of the Dock Shop nor the Lake House licensed premise nor inside of The Wharf building.
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 \$50 Crane Fee may use the crane, and then only after being trained as a Certified Operator by the Crane Company or Marina Manager.
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. No abatement of fees paid for the Use Agreement shall be entitled if the Park is closed.

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 shall provide notice of special events held by the State 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.
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.
28. Glass Prohibition - Tenant shall ensure that no items dispensed within the Marina Area or on the lake are in glass containers.
29. These rules may be updated from time to time during the season. Please refer to the copy on the website for the latest version.

Thank You!