



# Dry Storage Permit

1594 W. North Temple, Suite 116 ♦ P.O. Box 146001 Salt Lake City, UT 84114-6001 ♦ (801) 538-7220 ♦ Fax (801) 538-3144

### PLEASE PRINT AND COMPLETE ALL INFORMATION REQUESTED

Applicant's name \_\_\_\_\_

Street address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Rental period \_\_\_\_\_ to \_\_\_\_\_ Amount paid \_\_\_\_\_

Residence phone \_\_\_\_\_ Business phone \_\_\_\_\_

Boat no. \_\_\_\_\_ Current registration no. \_\_\_\_\_ Hull I.D. no. \_\_\_\_\_

Sail  Power  Wood  Glass  Other (Specify) \_\_\_\_\_

Make/serial no.(s) of motor(s) \_\_\_\_\_ Make/serial no. of trailer \_\_\_\_\_

Upon the signing of this rental agreement the undersigned hereby certifies that he/she has carefully read and fully understand all terms and conditions of this contract, his/her obligations therein, and all laws and regulations governing the use, operations and equipment of vessels within the state of Utah.

Applicant \_\_\_\_\_ **Accepted** Utah Division of Parks and Recreation

The state of Utah, Division of Parks and Recreation hereby grants to the undersigned applicant a permit for the boat designated below to occupy storage space at \_\_\_\_\_ Park per the following terms and conditions:

**1. Dry Storage Permit Fee** - To obtain reserved dry storage space, applicant hereby agrees to pay in advance on or before the first of each month, the monthly fee provided by the division's posted and approved fee schedule applicable to dry storage within the Utah State Park system. The division reserves the right to change this posted fee at any time during the term of this agreement upon Board approval. Failure by applicant to pay on time all appropriate fees and all other charges provided in the fee schedule in accordance with this agreement will result in loss of reserved dry storage space and may result in other actions by the state as outlined below in paragraph 5. This agreement shall not become effective until applicant pays the Division of Parks and Recreation the initial monthly fee and also pays an equal sum which shall be held by the division as a security deposit pending termination of this agreement and settlement by applicant of all sums due the division.

**2. Waiver of Responsibility** - It is mutually agreed that the state shall not be liable for injury, loss or damage to said boat, its tackle, apparel, fixtures, equipment, and its trailer or other property of applicant or to the person of applicant or his agents or invitees arising from applicant's use of state dry storage facilities. Applicant hereby releases the state of Utah from all claims and causes of action therefore that exist or may arise in the future.

Applicant further agrees to indemnify and save harmless the state against any and all damages to property or injuries to or death of any person arising from applicant's use of state marina facilities, and to defend, indemnify and save harmless the state against any and all claims, actions, proceedings, expenses and liabilities whatsoever arising therefrom.

**3. Noncommercial Use Only** - The state hereby grants applicant dry dock storage space for the boat and equipment so designated within this agreement at the above identified park area for the purposes of noncommercial use. Rights granted applicant under this agreement are nontransferable. The temporary use and occupancy of the premises and improvements herein may only be sublet by the applicant to third parties with prior written approval of the Utah Division of Parks and Recreation. The applicant, however, shall at all times, while this agreement is in effect be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

**4. Storage Maintenance** - The applicant shall maintain his assigned dry storage area to standards of orderliness, neatness, sanitation, and safety acceptable to the state officer in charge.

**5. Default** - In the event the applicant does not pay, as herein provided, the fees and/or other charges which are accrued in favor of the Division, or applicant otherwise violates the provisions of the agreement, the applicant shall be in default. If the applicant is in default, the Division shall have the right, at its option, to take possession the applicant's boat, motor, tackle, apparel, fixtures, equipment, and trailer, and hold the same as security for said payment plus any expenses which may reasonably be incurred by the Division in connection with the exercise of said right, including a reasonable attorney's fee. The Division may, at its option, retain such possession at the park area or elsewhere until all charges are fully paid. If such default continues for a period of thirty (30) days, the Division is expressly authorized and may, at its option, sell the boat, motor, tackle, apparel, fixtures, equipment, and trailer at public sale, after giving notice in writing to applicant at applicant's address as shown in this lease. The notice shall contain the time and place of such sale. The purchaser at such sale shall be entitled to possession of, and title to, the boat, motor, tackle, apparel, fixtures, equipment, and trailer upon payment of sale price to the Division. If the boat is sold as provided herein, the proceeds of such sale shall be applied first to payment of all accrued amounts due to the Division through the date of such sale, and all costs incurred thereto, including a reasonable attorney's fee. The excess, if any, shall be

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deposited by the Division in an escrow account and paid to applicant on applicant's written demand. In the event the proceeds of such sale do not pay such accrued amounts and costs, applicant shall continue to be liable to the Division for any such deficiency.

**6. Term** - This agreement shall become effective on the date stated herein and shall remain in force until terminated (a) on the date stated within the permit, (b) for default pursuant to paragraph 5 above, or (c) by applicant ten (10) days preceding receipt of written notification by the division.

**7. Mussel-Free Certification** - (Notice: It is unlawful (Rule R657-60) to launch a watercraft without first certifying that it has not been in a quagga or zebra mussel affected water within the last 30 days, or that the watercraft has been properly decontaminated.)

As a dry storage permit holder, I agree to certify with the approved Decontamination/Certification form, that my boat has not been placed in infested waters each time I launch and if my boat has been in infested waters I agree to follow approved decontamination procedures. I understand that holding a dry storage permit in this park does not exempt me from any of the requirements for the prevention of the spread of aquatic invasive species.

**8. Entire Agreement - Amendments** - This constitutes the entire agreement between the parties. No modification or amendment of the agreement shall be valid unless evidenced in writing and signed by both parties.