

# **TREASURE ISLAND MARINA LEASE AGREEMENT**

The term “Marina” or “Property” refers to Prairie Island Indian Community d/b/a Treasure Island Resort & Casino and Treasure Island Marina. The term “Lessee” refers to the lawful owner or user of the boat described under Unit Information in Dockwa. The term “Slip” refers to the space the Lessee has Leased. The term “Lease” refers to this document.

1. **COMPLIANCE:** Lessee agrees to comply with all Marina Rules and Regulations.
2. **CANCELLATION AND REFUNDS:**
  - a. **Seasonal Leases:**
    - i. If Lessee cancels this Lease on or before April 15, Lessee will receive a refund in the amount of one-half (1/2) of the total sum paid.
    - ii. If Lessee cancels this Lease after April 15, a prorated amount will be refunded based on the cancellation date.
    - iii. If the Lessee is removed from the Property for safety or security reasons, no refund will be issued.
  - b. **Transient Leases:**
    - i. If Lessee cancels this Lease before 24 hours prior to check-in, or before 72 hours prior to check-in if a Holiday and/or Event, Lessee will receive a full refund of the total sum paid.
    - ii. If Lessee cancels after the above times, but prior to 1:00 P.M. on the arrival day, the amount of the first night’s stay, plus any applicable taxes will be charged.
    - iii. No refunds will be given:
      1. For cancellations after 1:00 P.M. on the day of check-in; or
      2. For Lessees who do not arrive; or
      3. If Lessee leaves early; or
      4. If Lessee is removed for safety and security reasons; or
      5. If Events/Concerts are cancelled or postponed the day of.
3. **SLIP USES, OCCUPANCY, AND MAINTENANCE:** Marina leases to Lessee the Slip for use by Lessee to moor the Lessee’s boat subject to this Lease.
  - a. Site use is limited to the placement of one (1) boat, to be occupied by the Lessee and their registered guests, which Slip may not be sublet or rented to any other person.
  - b. If Lessee sells the boat during the term of this Lease, Lessee agrees to notify the Marina and acknowledges that sale of the boat is not a discharge of the Lessee’s obligations under this Lease.
    - i. The new owner may seek a similar lease by contacting the Marina, subject to availability and the discretion of the Marina.
4. **INSURANCE:** Lessee agrees to keep the Lessee’s boat fully insured with complete marine insurance, including hull (property) coverage and general liability coverage insuring Lessee (and Lessee’s guests, invitees and others). Failure to maintain the required insurance coverage is cause for immediate termination of this Lease.

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5. **LIMITATION OF LIABILITY:** Marina is not responsible for the care or protection of the Lessee's boat (including its gear, equipment and contents) or other property.
  - a. Marina does not carry insurance covering the Lessee's property, including the Lessee's boat.
  - b. Marina will not be responsible for any injuries or property damage resulting from, caused by, or growing out of the use of the Slip or other Property facilities.
  - c. The Lessee releases and discharges Marina (and its officers, employees, members, or agents) from any and all liability for loss, injury (including death), or damages to persons or property sustained while in or present within the Marina, whether or not caused by or through the fault or negligence of Marina or any Marina officers, employees, members, or agents, including, but not limited to, the moving and placement of Lessee's boat by Marina officers, employees, members, or agents or any other person at anytime, fire, theft, vandalism, weather, wind storm, high or low waters, hail, rain, ice, collision, accident, or any act of god.
6. **DELAYMENT, REMOVAL, MOVEMENT OR REASSIGNMENT OF SLIP:**
  - a. Marina reserves the right to request that boats, including Lessee's, be removed if Marina deems it necessary.
  - b. Marina reserves the right to delay, remove, move, or reassign Lessee's boat to another Slip if Marina deems it necessary, including moving and reassigning Lessee's boat to a Slip of reasonable size to accommodate Lessee's boat.
  - c. If a special request cannot be fulfilled, Marina reserves the right to provide the closest possible alternative without advance notice.
7. **SLIP MAINTENANCE:** Lessee must notify Marina if any Slip maintenance is needed. No alterations, modifications or additions may be made to the Slip or related property by Lessee.
8. **INDEMNIFICATION:** Lessee hereby agrees to indemnify and hold harmless Marina, its officers, employees, members, and agents from and against any claim, loss, demand or damage whatsoever related to Lessee's boat or other property or from and against Lessee's use of the Slip or any property of Marina (and any agent, Lessee, licensee, or invitee of Lessee's use of any such property).
9. **JURISDICTION:** The Lease is fully executed and performed on the Prairie Island Indian Community Reservation and will be governed by and construed in accordance with the laws thereof. Any dispute between the parties of the Agreement must first be attempted to be resolved amicably or through mediation if both parties consent. The Prairie Island Mdewakanton Dakota Community Tribal Court ("Tribal Court") has exclusive jurisdiction over the Agreement. If an action is brought in a jurisdiction other than the Tribal Court, then the defending party can use this provision to dismiss any such action. Notwithstanding the above-stated provisions, a party may enforce an order, judgment, or verdict of the Tribal Court in a state, federal, or other tribal court.

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- 10. COMPLIANCE:** In using the Slip and Marina's dock and property and in operating any watercraft, including but not limited to the Guest's boat, Guest agrees to:
- a. comply with all laws, regulations, and ordinances applicable to the Mississippi River and Marina property, including the rules and regulations set forth by the United States Coast Guard, the Minnesota Department of Natural Resources, and the Prairie Island Indian Community;
  - b. comply with all rules and regulations for Marina patrons, Lessees, licensees, and invitees, and Marina Slip renters; and
  - c. cause the personal conduct and watercraft conduct of those associated with the Slip to be courteous of others.
- 11. BUSINESS ACTIVITY:** No business activity shall be conducted out of the Marina, including but not limited to storing commercial equipment or vehicles of any kind. This does not prohibit an individual from staying at the Marina while they are actively employed and the Marina is where they are taking up temporary residence. Such individuals are not prohibited from keeping a utilizing a company vehicle out of the Marina on a daily basis so long as the company vehicle is not being stored for any length of time. Determinations of what is or what is not permitted under this Section 11 is at management's discretion.
- 12. NON-PERFORMANCE FOR FORCE MAJEURE:** No party will be liable for failure to perform its obligations hereunder due to any force majeure event or any other cause beyond such party's control.

By signing this Lease agreement, I acknowledge that I have carefully read and fully understand all terms and conditions outlined, and I agree to abide by them, including Property rules and the Lease term.

Signature: \_\_\_\_\_

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