

**POVERTY POINT RESERVOIR STATE PARK  
MARINA SLIP RENTAL AGREEMENT**

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

This Marina Slip Rental Agreement is made on the date first inscribed above, by and between the Louisiana Office of State Parks, appearing herein through, its duly authorized Assistant Secretary, Brandon Burris and the Boat Owner as further described on page six and Attachment 1, which is hereby incorporated and made a part of this Agreement and further defined below. The State rents to Boat Owner the designated slip located at Poverty Point Reservoir State Park Marina in Richland Parish, Louisiana under the following terms and conditions:

**1. DEFINITIONS**

For purposes of this agreement, the following terms shall have the meanings ascribed herein:

- 1) Access Card- The card given to Boat Owner for entry and exit to the Marina through the controlled gate system.
- 2) Agreement- This Marina Slip Rental Agreement including all terms, conditions, and Attachments referenced herein.
- 3) Boat- The properly registered vessel permitted to be moored in the slip. This vessel is described on the Boat Owner's Information form (Attachment 1). The boat may not exceed 24 feet in length and must have a bilge pump with an automatic bilge pump switch.
- 4) Boat Owner- The individual who is the party to this Agreement and therefore bound by all terms of this agreement.
- 5) Marina- Poverty Point Reservoir State Park Marina Complex located in Delhi, Louisiana.
- 6) Slip- One (1) of fifty-two (52) available spaces designed for the mooring and storage of a single boat. The slips are located on a permanent pier on the west side of the Poverty Point Reservoir. Each slip is twelve (12) feet wide, twenty-two (22) feet long (12' x 22') and is equipped with water and electrical connections. The slips are sheltered, but not equipped with hoists.
- 7) State- The Louisiana Office of State Parks, an agency of the State of Louisiana that owns and operates the Poverty Point Reservoir State Park recreational site.

**2. SCOPE**

Subject to all terms and conditions contained herein, the State agrees to permit Boat Owner to moor his/her Boat in Slip Number \_\_\_\_\_ at the Marina. The State will provide Boat Owner with a Resident Boat Permit, which the Boat Owner agrees to display on the Boat at all times. The State will provide the Boat Owner with an Access Card allowing access to the Marina through the automatic gate at the South entrance of the park. Boat Owner, guests or invitees shall not spend the night on his/her Boat in the Slip.

**3. TERM**

This Agreement is for a term of one (1) year and shall begin on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and terminates on the 31<sup>st</sup> day of December, 2022.

#### **4. RENTAL COST**

Boat Owner shall pay the annual rental of Fifty Two Dollars (\$52.00) a month, prorated, or Six Hundred Twenty Five Dollar (\$625.00) annually, plus an annual non-refundable reservation fee of Six Dollars (\$6.00), plus an (8.45%) parish and state tax for twelve (12) months for a total cost of Six Hundred Eighty Three Dollars and 81/100 (\$683.81) which amount is due in its entirety upon execution of this agreement. Rental costs may be prorated accordingly.

The Boat Owner will incur additional charges under the following circumstances: (a) Restitution to the State for damage to State property caused by the Boat Owner, his invitees, guests, or his/her Boat; (b) Restitution to the State for expenses incurred relating to pumping water out of a sinking boat or recovering a sunk boat; (c) Restitution to the State for expenses incurred to properly moor a Boat; (d) Restitution to the State for expenses incurred to clean up improperly discharged or spilled sewerage, oil, gas, refuse, or other debris; (e) Payment for the State's proper pumping out of the Boat's sewerage. The State is not obligated to perform any of these services. The use of water and electricity is included in rental rate.

#### **5. PAYMENT TERMS**

Payment for the entire term shall be paid in full, in advance, by check or money order payable to the Office of State Parks or by credit card upon receipt and completion of the Agreement. Only in-state (Louisiana) checks will be accepted and payments shall be mailed to Office of State Parks, PO Box 44265, Baton Rouge, Louisiana 70804. Payment shall be due upon execution of this Agreement.

The failure of Boat Owner to pay rent within ten (10) days of the due date or to pay the costs or restitution charges indicated elsewhere in this Agreement shall entitle State, without demand or putting in default to terminate and cancel this Agreement and recover any rent due or to seek any other remedy provided for under Louisiana law or in the event of default as provided under the provisions of Section 15 entitled Default Provisions.

#### **6. NON-ASSIGNMENT & GUESTS**

The Boat Owner shall not assign, transfer, or sublet the privileges granted under this Agreement. If the Boat Owner acquires a new vessel, he may request written permission from the State to designate the new vessel as his/her Boat. Boat Owner must demonstrate that the vessel is properly registered and insured under the terms of this Agreement and all applicable laws. All other terms and conditions of this Agreement and all applicable laws shall apply. Only after the State's written approval of the transfer, the State will issue the Boat Owner a new Resident Boat Permit to display on the Boat.

The Boat Owner is responsible for controlling the use of his Access Card to the Marina. If lost, there will be an additional reasonable charge to replace the Access Card. Boat Owner may authorize up to four (4) guests to use the Boat when the Boat Owner is not present. Boat Owner is required to complete the Guest Authorization Form (Attachment 3), more than four (4) guest must be approved by the Park Manager. Guests must follow all requirements under the Slip Rental Agreement, and rules and regulations of Poverty Point Reservoir State Park. Guest shall stay in their authorized Boat at all times and fishing off walkways or other Boats is strictly prohibited.

#### **7. INSURANCE AND LIABILITY**

Boat Owner shall furnish the State a copy of a valid insurance certificate or insurance policy of liability and full marine coverage with limits not less than One Hundred Thousand Dollars (\$100,000.00) for the Boat

in the Slip. The insurance must be valid during the term of this Agreement and the Boat Owner must be the named insured.

The liability insurance policy shall provide coverage for injury or death to persons and damage to property occurring anywhere in the Marina caused by an act or omission of the Boat Owner, its guests, invitees or otherwise associated with the Boat Owner, or arising out of relating to the Boat Owner's use of the slip rental. Boat Owner agrees to have his/her vessel insured by the required liability insurance and to be held responsible for damage caused to other vessels in the Marina or to the structure thereof.

The State assumes no responsibility for the safety of any Boat docked at the Marina and will not be liable for fire, theft, or damage to said boat, its equipment or any property in or on said boat however arising, except the gross negligence or intentional acts of State. Boat Owner acknowledges that he/she has been advised that the State makes no representation or warranty of a safe berth for the Boat. Boat Owner is fully responsible for all of the consequences of the Boats continuing presence in the Marina and set forth in this Agreement. Boat Owner agrees to indemnify, defend and hold State harmless in the event claims for damage to other persons or property arising from the presence of the Boat in the Marina.

## **8. HOISTS**

Boat Owner may install an approved hoist for the Slip (e.g. Poly Lift or Float Air Hoists). Prior to any installation, Boat Owner must receive written permission from State granting approval to install a hoist and the type of hoist must be approved in writing in advance by the State. The hoist shall be installed by a professional, insured installer, and the installation shall not remove any part of or damage the Slip. The power unit of the hoist must be installed on the finger of the dock adjacent to Boat Owner's Slip and not installed in the walkway.

## **9. NO ALTERATION**

Neither the Boat Owner, his/her invitees, nor contractors shall construct or alter the Slip, piers or any other State property. Neither the Boat Owner nor his/her invitees or contractors shall place large items of personal property (gear lockers, dinghies) on the pier which are considered safety or trip hazards. Alteration of a Slip may result in default of this Agreement.

## **10. MOORING**

The Boat Owner shall properly moor and bumper his/her Boat, with a minimum of four (4) mooring lines, each line shall be a half-inch (1/2) inch in diameter. The main lines must be attached to the mooring rings on the Slip, and the Boat Owner has the option of attaching spring lines to the posts on each side. Tires may not be used as fenders. Although the State has no obligation to do so, if the State notices the Boat is improperly moored, the State may, at its option, install proper mooring. The Boat Owner shall be responsible for all costs associated therewith.

## **11. SINKING BOATS**

Boat Owner shall ensure that his/her Boat is pumped free of water and is not in danger of sinking. Although the State has no responsibility to do so, the State may, at its option, pump water from the Boat if it is sinking. In the event State pumps out water, Boat Owner agrees to reimburse the State for any expenses associated with the pumping. Although the State has no responsibility to do so, the State may, at its option recover a sunken Boat.

Boat Owner agrees to reimburse State for any expenses associated with said recovery. Upon submission of invoice by State for charges incurred as specified in this paragraph, Boat Owner agrees to pay all costs associated with this action without further notice or discussion. Failure to pay such costs upon demand shall constitute a breach of this Agreement pursuant to Section 15 entitled Default Provisions.

## **12. SEWERAGE PUMPOUT & DISCHARGE**

Boat Owner shall ensure that all sewerage, oil, gas, refuse or other debris is disposed of properly under all applicable laws. State will provide sewerage pump-out services for a reasonable fee. If the Boat Owner utilizes the State's pump-out facilities without the State's assistance, such use will be at the Boat Owner's risk. In the event Boat Owner or his invitees or agents causes or allows discharge of any sewerage, oil, gas, refuse or other debris, the Boat Owner is responsible for any expenses associated with cleaning or restoration.

## **13. REMOVAL & STORAGE**

Under reasonable circumstances, State may remove Boat from its Slip. Boat Owner agrees that State is not liable for loss, damage, or deterioration of or to Boat or any of the Boat Owner's property due to said removal and/or storage. Boat Owner does release and discharge State from all losses, damages, claims and causes of action related thereto. Boat Owner will reimburse State for any expenses associated with said removal and storage.

## **14. COMPLIANCE**

Boat Owner specifically agrees to comply with all federal, state, and local laws and ordinances, including all boater safety provisions, fishing regulations, public health and environmental safety requirements, and all rules, regulations and policies of the Office of State Parks, the provisions of which are specifically incorporated herein by reference in their entirety, as additional conditions and obligations of Boat Owner, pursuant to this Agreement.

Boat Owner is responsible for ensuring that his/her invitees or guests abide by these provisions. Boat Owner acknowledges receipt of the Poverty Point Reservoir State Park Rules and Regulations (Attachment 2) and may be found online at <https://www.lastateparks.com/parks-preserves/poverty-point-reservoir-state-park>. Boat Owner specifically agrees to remain continuously informed of, and to abide by all present and future Rules and Regulations for the operation of the Marina. It shall be Boat Owner's responsibility to obtain any future revisions from the Poverty Point Reservoir Marina or obtain online. Violation of any of the provisions of this Agreement, State Rules or Regulations including, but not limited to, Louisiana Administrative Code, Title 25, Part IX, its agents, guests, or invites, shall constitute a default hereunder, and State, may at its own option, upon such violation, pursue the remedies provided for in Section 15 entitled Default Provisions.

## **15. DEFAULT PROVISIONS**

Boat Owner's failure to comply with any of the provisions or conditions of this Agreement, or violation of any applicable laws, or Rules and Regulations established for Boat Owners, may be cause for termination of the Agreement. In the event of such an occurrence such as failure to pay the rent when due, failure to pay costs or charges incurred under this Agreement, and failure to furnish the State proper insurance certificates, the State shall give Boat Owner notice in writing, setting for the nature of the breach committed.

Boat Owner shall have ten (10) days from the date of the notice to remedy the breach set forth in the notice. If Boat Owner fails to timely remedy any breach, State may, at its option, terminate this Agreement,

reserving all rights against Boat Owner for this Agreement, and to collect any sums due or to retain any sum paid hereunder.

## **16. TERMINATION**

This Agreement may be terminated by the State for cause, by mutual written agreement by the State and the Boat Owner, by significant damage or destruction of the slip, or by expiration of the term of this Agreement.

The State may terminate this Agreement for cause based on the failure of the Boat Owner to comply with the terms of the Agreement, including the failure to comply with the Rules and Regulations of the Office of State Parks or the failure of the Boat Owner to make the payments under this Agreement. No refunds will be provided to the Boat Owner if this Agreement is terminated for cause. State will provide Boat Owner written notice of termination at the Boat Owner's address provided in this Agreement.

The State and the Boat Owner may agree in writing to terminate this Agreement for the convenience of both parties.

In the event of loss or substantial damage to the Marina, State may cancel this Agreement or, at the State's option, may reassign the Boat Owner another comparable slip, if available.

If the Boat Owner has not removed the Boat by the date of termination, Boat Owner will be charged the daily rate until his Boat is removed from the park. State may, at its option, remove the Boat in accordance with Section 13 entitled Removal & Storage.

## **17. NOTICES**

All notices, requests or demands or any other communication shall be in writing and may be served personally on Boat Owner, or at the option of the State, via electronic mail or mailed to the Boat Owner through ordinary U.S. Mail, addressed to Boat Owner as indicate on Attachment 1. It is the Boat Owner's responsibility to notify State of any changes in mailing or email address. Mailing of any document or communication to the address provided in this Agreement, shall constitute notice to the Boat Owner. Receipt of communication at Poverty Point shall constitute notice to the State.

## **18. NON-WAIVER**

Failure of State to enforce any provision in this Agreement or in the rules shall not be a waiver of State's right to enforce the same provisions or any other provisions of this Agreement.

## **19. SEVERABILITY**

If any one or more of the provisions contained in this Agreement, or added thereto, shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but it shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein.

## **20. LEGAL DISPUTES**

Any claim or controversy arising out of this Agreement shall be resolved by the provisions of La. R.S. 39:1672.2-1672.4.

**THEREFORE**, it is agreed Boat Owner has read, understands, and agrees to abide by all provisions contained in this Agreement. Boat Owner has reviewed and verified that all information provided to State is true and correct.

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Signature of Boat Owner

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Brandon Burris  
Assistant Secretary  
Louisiana State Parks

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Printed Name of Boat Owner

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Date

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Date

# Attachment 1

## Poverty Point Reservoir Marina Boat Owner & Boat Information

### Boat Owner Information

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Slip No.: \_\_\_\_\_

### Boat Information

Type of Boat: \_\_\_\_\_

Make of Boat: \_\_\_\_\_

Year of Boat: \_\_\_\_\_

Length of Boat: \_\_\_\_\_

Motor Make & Model: \_\_\_\_\_

Boat Registration No.: \_\_\_\_\_

Hull Identification No.: \_\_\_\_\_

## Attachment 2

### POVERTY POINT RESERVOIR STATE PARK RULES & REGULATIONS FOR BOATING OPERATION & MARINA USE

By entering the Poverty Point Reservoir State Park, visitors agree to abide by all rules and regulations of the Louisiana Office of State Parks found in the *Louisiana Administrative Code (LAC), Title 25, Cultural Resources, Part IX. Office of State Parks. LAC, Title 25, Part IX, § 308* specifically address Poverty Point Reservoir State Park. In addition to the LAC, the following boating operations and safety requirements must be followed:

Boat Owners and their invitees must enter the Marina from the park's designated entry points.

1. No person shall operate a vessel:
  - a. In a careless or reckless manner.
  - b. At a speed greater than headway speed (i.e. the speed just fast enough that the operator can steer) within 50 feet of a shoreline, structures or swimmers.
  - c. At a speed greater than 20 mph (or minimum planing speed) when traveling between sunset and sunrise.
  - d. With an idle speed that exceeds 85 decibels. If a vessel is equipped with an optional exhaust noise suppression device, the device must be engaged while the vessel is in a No Wake Zone.
  - e. In designated beach swimming areas.
  - f. That is not properly registered with and in compliance with all regulations of the Louisiana Department of Wildlife and Fisheries.
  - g. Without a current day use receipt or Resident Boat Permit.
2. No person shall moor a boat to any buoy or other man-made structure other than a dock built specifically for mooring.
3. No person shall ski or tow a skier:
  - a. In any area outside of a designated skiing area.
  - b. After sunset and before sunrise.
4. No person shall operate a personal watercraft (e.g. jet ski, sea-do) on Poverty Point Reservoir.

Visitors using the Poverty Point Marina Complex agree to maintain a safe, tidy, quiet environment so as not to infringe on the enjoyment or safety of other visitors. The following rules related to the use of the Marina Complex shall be followed.

1. Boat Owners and their invitees shall not bring illegal materials to the Marina or engage in illegal activities in the Marina or be a nuisance to other visitors. Boat Owners and their invitees shall not:
  - a. Store hazardous or flammable material in the Slip area (with the exception



- b. of normal fuel storage in the Boat).
  - b. Perform or allow to be performed any major repairs or maintenance to a watercraft moored in the marina. Major repairs or maintenance include any activities that pose a safety hazard or nuisance or infringe on the enjoyment of the marina by others.
  - c. Use BBQ pits, fish fryers, meat smokers, seafood boilers or similar equipment in the Marina.
  - d. Have open flames in the Marina.
  - e. Paint or remove paint in the Marina. Permit fuel to be delivered to the Boat or fuel the Boat outside designated fueling areas.
  - f. Play or allow to be played any radio, television, stereo, loudspeaker, or amplified noise where such can be seen or heard from outside the Slip. No antenna, satellite dish, or other projection may be placed on the Slip in a location where it can be seen.
  - g. Bring pets into the Marina.
  - h. Use the State's sewerage pump-out facilities without the assistance of State personnel.
2. Boat Owners and their invitees shall be responsible for maintaining the marina facilities available for their use. Every Boat Owner and invitees shall:
- a. Remove all refuse from the Boat and Slip and place in designated receptacles.
  - b. Store hoses, shorelines, and gear in State-approved storage lockers.
  - c. Place storage lockers on the end of the dock fingers so as not to interfere with the view or access of other Boat Owners.
  - d. Provide the Park Office with keys to the storage locker and Boat, to be used for emergency purposes only.
  - e. Keep the bathroom and shower area clean.
  - f. Report maintenance and repair needs immediately to the State.

In addition to any other penalties provided by law, violations of these rules may result in fines, eviction from the park, and/or termination on the Boat Owner's Slip Rental Agreement.

*Revised 10/20/2021*

# Attachment 3

## POVERTY POINT RESERVOIR STATE PARK MARINA BOAT SLIP AUTHROIZED GUEST LIST

Boat Slip No. \_\_\_\_\_

Boat Owner, \_\_\_\_\_, Authorize the below listed

Guests to use the Boat approved in the Marina Slip Agreement. The listed Guests shall abide by all terms and conditions of the Marina Slip Agreement, rules and regulations of Poverty Point Reservoir State Park, and all local, state and federal laws. Guests are required to stay in the authorized Boat at all times. No fishing from walkways or other Boats without authorization.

**GUEST NAME (PRINT)**

**DATE AUTHORIZED**

1) \_\_\_\_\_

\_\_\_\_\_

2) \_\_\_\_\_

\_\_\_\_\_

3) \_\_\_\_\_

\_\_\_\_\_

4) \_\_\_\_\_

\_\_\_\_\_

5) \_\_\_\_\_

\_\_\_\_\_