

XYZ MARINA, INC.

Marina Address: _____

SLIP RENTAL AGREEMENT

Vessel Owner(s) _____		Phone: _____	Business Phone: _____	Cell Phone: _____
Address: _____		City _____	State _____	Zip _____
Email: _____				
Vessel Information:				
Name: _____	Mfgr, Type, Year: _____	Doc/Registration # _____	Length _____	
Beam _____	Draft _____	Color _____	Insurance Company: _____	Insured Value: _____

THIS AGREEMENT is between XYZ Marina, Inc. (hereinafter referred to as "Marina") and the owner of the Vessel, _____ (hereinafter referred to as "Owner"). The Marina and Owner agree to a monthly / annual (circle one) rental of \$ _____ for Slip No. _____ or other storage space on the premises payable in accordance with the Marina's current rates.

Term of Agreement: Start Date: _____ End Date: _____, to be automatically renewed thereafter on a month-to-month basis unless superseded by a subsequent written agreement.

This Agreement is subject to the following terms:

1. **RENT.** As rent for the Slip or other storage space for the Vessel, Owner agrees to pay to Marina at the address above for Lessor, the rental amount indicated above, payable in advance. Rent for the initial term shall be paid upon execution of this Agreement by Owner. If rent is payable monthly, it shall be due on the first day of the month. If rent is payable annually, it shall be paid on or before May 1 of each year, in advance. Rent payments are non-refundable except as set forth in this Agreement. A service fee of \$25.00 shall be charged to and paid by the Owner as additional rent if a rental check is returned unpaid to Marina for any reason. Electricity is provided at each slip. An electrical service charge may be imposed at the Marina's sole discretion for uses of high consumption equipment either by metering or estimates of the Marina's manager. Should Owner holdover and remain in the Slip or other storage space after termination or expiration of this Agreement, Owner shall be charged daily rental and shall otherwise remain bound by all obligations in this Slip Rental Agreement.

2. **LATE FEES.** If any payment due from Owner to Marina under the terms of this Agreement is not received by the Marina within ten (10) days after the original due date of such payment, a late fee of \$20.00 or five percent (5%) of the amount due, whichever is greater, shall be charged to Owner as additional rent and shall be payable immediately. Interest at the rate of 1.5% per month will be charged on past due accounts. If collection efforts become necessary, to cover the cost of collection and other fees, costs will be assessed to Owner such as attorney fees in the amount of 25% of the amount sued for, or such lower amount as required by law, court costs, and service fees for private service. It is specifically agreed that all charges owed to Marina for slip rental, storage space, service, parts, maintenance and repairs to any Vessel shall become a Maritime Lien against the Vessel and its equipment. MARINA IS AUTHORIZED TO HOLD A JUDICIAL OR NON-JUDICIAL SALE OF THE VESSEL AND OTHER SECURED PROPERTY TO OBTAIN PAYMENT OF THE FUNDS THAT ARE DUE, AND MARINA MAY PURSUE OTHER METHODS OF COLLECTION OF THE BALANCES DUE UNDER THIS AGREEMENT.

3. **INSURANCE AND RISK OF LOSS.** Owner shall maintain in full force and effect during the term of this Agreement the following insurance coverages and shall bear the risk of loss for any losses that would be covered by such insurance: (1) hull insurance to cover the value of Owner's Vessel and its contents; and (2) marine protection and indemnity ("P&I") coverage at the minimum limit of One Million Dollars (\$1,000,000.00) per occurrence. P&I Coverage shall include coverage for oil pollution and wreck removal. Marina shall be named as an additional insured on such policies. By execution of this Rental Agreement, Owner certifies that such insurance is in effect, and Owner agrees to provide evidence of such coverage to the Marina upon request. Owner agrees to obtain from Owner's insurance carriers their agreement to waive any subrogation rights against the Marina. Owner further agrees to indemnify Marina and hold it harmless for any claim or loss not covered by Owner's insurance policies and arising from the use of the Marina by the Vessel, Owner, and Owner's vendors, guests, and invitees, and agrees to withdraw Owner's Vessel from Marina within 24 hours of cancellation of any such insurance policy. A breach of this clause by Owner shall not operate to release Owner from any other obligation imposed on Owner by this Agreement.

4. **RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT AND LIMITATION OF MARINA'S LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, OWNER EXPRESSLY RELEASES THE MARINA AND AGREES TO HOLD THE MARINA HARMLESS FROM ANY AND ALL CLAIMS FOR INJURY OR DEATH OF PERSONS, PROPERTY DAMAGE OR LOSS, AND OTHER DIRECT, INDIRECT AND CONSEQUENTIAL DAMAGES OR EXPENSES (INCLUDING ATTORNEY'S FEES), ARISING FROM OR IN CONNECTION WITH USE OF THE MARINA AND ITS FACILITIES BY OWNER, THE VESSEL, AND OWNER'S GUESTS, VENDORS AND INVITEES, UNLESS SUCH LIABILITY, DAMAGE OR EXPENSE IS DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE MARINA. THIS INCLUDES WITHOUT LIMITATION ANY LOSS CAUSED BY FIRE, FLOOD, OR POLLUTION OF ANY TYPE. OWNER FURTHER AGREES THAT OWNER WILL LOOK SOLELY TO OWNER'S INSURANCE COVERAGE, AND NOT TO THE MARINA OR ITS INSURANCE CARRIERS, IN THE EVENT OF ANY INJURY, LOSS OR DAMAGE FROM ANY CAUSE,

INCLUDING LOSS BY FIRE, IMPROPER STORAGE, OR DUE TO THE NEGLIGENCE OF OWNER OR ANY THIRD PERSON, OR MARINA OR ITS EMPLOYEES.

5. **LIMITED LIABILITY.** The foregoing notwithstanding, under no circumstances shall Marina have any liability to Owner, the Vessel, or any guest or family member of Owner for death, personal injury, property damage, pollution, or other loss, in an amount in excess of **\$10,000**, regardless of the basis for such loss. Owner understands and agrees the rental charge as set forth above is predicated in part on this limitation of Marina's liability. If Owner wishes to impose any risk of loss on Marina for any potential future act of negligence, or for any other cause, Owner will advise Marina accordingly and will agree to pay such increased rent as Marina determines shall be necessary to compensate Marina for the increased risk of liability. Owner waives and disclaims any right to punitive damages under any theory whatsoever.

6. **CONTRACT OF WHARFAGE.** Owner agrees this Agreement is a contract of wharfage under the general maritime law of the United States regardless of whether the Vessel is stored afloat or ashore. Owner waives and agrees not to assert the rights available to vessel owners under the Limitation of Liability Act, 46 U.S.C. §30501 *et seq.* with respect to any claim, loss, or cause of action arising from or related to the Vessel's presence at the Marina and that may be brought by Marina.

7. **LOSS OR DAMAGE TO VESSEL OR OTHER PROPERTY.** Marina shall not have or accept possession or custody of the Vessel. Marina shall not be responsible for any damage or loss to the Vessel or any other property of the Owner or Owner's guest, vendor or contractor, regardless of the cause. All such property within Marina premises shall be Owner's sole responsibility and risk; and Owner agrees to indemnify and hold Marina harmless from any claims, causes of action, direct, indirect and consequential damages, liability and expenses (including attorney's fees) arising in conjunction with such property unless the same arise from gross negligence or willful misconduct of Marina.

8. **DAMAGE OR DESTRUCTION OF MARINA.** If all or a substantial portion of Marina's facilities are damaged or destroyed, Marina shall have the right, at its sole option, to terminate this Agreement upon prior written notice to Owner. In such event, rent shall be prorated as of the date of termination.

9. **ASSIGNMENT AND SUBLETTING.** The Agreement shall not be transferred or assigned by the Owner, nor shall the Owner sublet the Slip or otherwise permit another Vessel to occupy the Slip without Marina's prior written consent, which consent may be withheld at Marina's sole and absolute discretion. Marina shall handle any such agreed sublet directly with the proposed sub-Owner and may assess additional fees. Owner shall notify Marina when leaving its slip unoccupied overnight or longer, and Marina reserves the right to assign or rent a vessel to the slip when vacant. Owner expressly agrees that Marina has the sole and exclusive right to assign a vessel to the Vessel's slip should Owner temporarily remove Owner's vessel from the Marina. One half of any amount collected by Marina for electricity charges from transient boats occupying Owner's slip will be deducted from Owner's electric bill.

10. **NO BAILMENT.** Owner understands and agrees that Marina will at no time have exclusive possession, custody or control over Owner's Vessel or its contents. Owner may at times request Marina to perform maintenance and repairs on Owner's Vessel and may request that Marina withdraw the Vessel from the water to store the Vessel ashore or to perform said maintenance or repairs or for other reasons. Owner, however, shall at all times have access to the Vessel and control over the Vessel. Owner agrees that at no time, or under any circumstance, will Owner claim or allow a bailment to be created or claim that Marina by its actions has become a bailee of the Vessel. Should Owner believe that a bailment has or is being created by the actions of Marina, Owner will withdraw the Vessel from the premises of Marina within 24 hours of such relationship arising.

11. **MISCELLANEOUS TERMS.**

A. The Rules and Regulations for the Marina are attached to this Agreement and hereby made a part of this Agreement. Owner hereby acknowledges receipt of such Rules and Regulations. Owner further acknowledges and agrees that the Rules and Regulations may be modified and supplemented from time to time by Marina upon thirty (30) days prior written notice to Owner.

B. Owner represents to Marina that Owner's Vessel is in seaworthy, insurable and operable condition. In addition, the Vessel shall be kept in a good state of repair, so as to maintain a neat, clean appearance at all times.

C. Owner shall not use the premises for any commercial activities whatsoever. No advertising or soliciting, including FOR SALE signs, will be allowed on any vessel within the Marina.

D. Owner agrees to use its assigned slip or other storage space at the Marina for docking or storing the above-identified Vessel only.

E. Marina shall be responsible only for maintaining the piers and utility systems in reasonable repair. However, Owner and Marina acknowledge and agree that by reason the nature of the salt water environment and a salt water harbor used by both pleasure and commercial watercraft, Marina cannot anticipate where or how specific events and causes will arise to disrupt service, damage to Marina or its facilities, or cause breakdowns and defects in equipment. Owner agrees the physical condition of Marina is open and obvious, and that Owner at all times has a continuing and uninterrupted opportunity to inspect Marina premises. Owner agrees that should any dangerous or unsafe condition appear at Marina, Owner will immediately and without delay withdraw Owner's Vessel from Marina so as to protect it from risk of loss of harm, and Owner will provide written notice of such dangerous or unsafe condition to Marina. Owner further agrees that Owner will not return Owner's Vessel to Marina until Owner is satisfied that Marina has appropriately and satisfactorily addressed any unsafe or dangerous condition. Should Owner fail to act accordingly, Owner agrees that Owner will not at any time claim that Marina knew or should have known of such dangerous or unsafe condition.

F. Marina shall repair any damage to Marina or its facilities caused by the Owner, Owner's guests, vendors or contractors, after notice of the Owner, and Owner shall, on demand by Marina, reimburse Marina for the cost of said repairs (including the labor cost for services provided by Marina's employees).

G. Owner shall at all times keep the Vessel properly secured and moored. In the event the Vessel breaks free from its mooring or Slip, it shall conclusively be presumed between the parties that the Vessel was improperly or inadequately secured, and Owner and the Vessel shall

be responsible to Marina for all resulting damages. In any such event, Owner further expressly releases and relieves Marina of any resulting loss or damages and agrees to indemnify and hold Marina harmless from the resulting claims, causes of action, direct, indirect and consequential damages, liability and expense which may be made by any other person or vessel. It is expected that Owner shall make arrangements for the safe mooring of the Vessel upon the approach of any storm. Owner agrees that in case of emergency as determined by the discretion of the Marina, Marina may, but is not obligated to, move the Vessel from the its slip or storage place to any other mooring or storage place, at Owner's expense and risk. Marina further reserves the right, but not the obligation, to board the Vessel to replace lines that are insufficient or damaged and otherwise secure the Vessel's mooring, or to add blocking and other material if the vessel is ashore, and to bill the Owner accordingly, and Owner agrees promptly to pay such bills.

H. Inside Storage and Land Storage options shall include the following services provided by Marina: (a) Marina shall haul and launch the Vessel, provided the vessel weigh no more than ____ tons (overweight Vessels being subject to additional charges); and (b) Marina shall power wash the hull of the Vessel during the haul-out season only upon Owner's request. Marina shall determine the number of blocks and stands necessary to secure the Vessel. Inside storage includes tarps to be placed on vessels during the winter months. Outside Storage shall not include tarps or other coverage and requires that vessels be subject to inclement weather. Vessels stored on the premises are not stored in secured areas; buildings are not alarmed and are not locked at any time. Marina is not responsible for the security of Owner's Vessel or any personal property located in or on the Vessel, and Vessel and such property are stored at the risk of Owner. Owner understands and agrees Marina bears no liability or responsibility for the Vessel or any personal property of Owner.

I. Marina retains the right to designate dock or storage space. Reasonable efforts shall be made to assign Owner the slip or storage space of his or her choice and as designated on this Agreement; however, the right of other vessel owners and the Marina's business judgment and discretion shall also be relevant factors in assignment of slip or storage space.

J. In the event the Vessel appears to be taking on water, instability, showing signs of fire, or otherwise exhibiting signs that it is at risk of suffering loss, or otherwise is a hazard to navigation, a source of pollution or a danger to other vessels, Marina is authorized, but not required, without notice to Owner, to attempt to salvage the Vessel, abate any present or foreseeable danger or damage, and/or protect the other vessels at the Marina, and the Marina itself, by whatever means Marina deems appropriate. In such event, Owner expressly releases and relieves Marina of any resulting loss or damages and agrees to indemnify and hold Marina harmless from any resulting claims, causes of action, direct, indirect and consequential damages, liability and expense (including attorneys fees). In the event the Vessel sinks or becomes unstable for any reason, Owner shall be solely responsible for removing the Vessel within twenty-four (24) hours after actual notice. If Owner fails to remove or secure the Vessel within this time, Marina is authorized, but not required, to remove the Vessel at Owner's expense.

K. SECURITY. It is understood and agreed that the right and services to be provided to Owner by Marina do not include any watchman, guard, security services, police or other security measures other than the usual police and fire department services supplied by the government to the community at large. Owner agrees that Marina shall not be liable to Owner or the Vessel, by reason of any intrusion, burglary, theft, vandalism or other criminal acts of any kind or degree, on or about the Vessel, whether by land or by water.

12. VIOLATION OF AGREEMENT. Violation of any of the above terms and conditions, including the Rules and Regulations of the Marina incorporated herein, or any disorderly or offensive conduct by Owner or his or her guests which might injure a person, cause damage to Marina property, disrupt the quite enjoyment of the Marina by other vessel owners or surrounding property owners, or harm the reputation of the Marina, shall be cause for immediate dismissal of the Vessel and Owner from the Marina. Should violation of any of the terms of this Agreement or rules posed at the Marina occur, Marina shall have the option of terminating this Agreement immediately, and Marina may remove the Vessel from the space at the Owner's risk and expense and retake possession of the slip space.

13. FORUM SELECTION. As indicated above, Owner agrees this Agreement is governed by the general maritime law of the United States. Should Owner chose to institute litigation of any kind against Marina, its agents, employees or representatives, Owner agrees exclusive jurisdiction for such action shall lie in the United States District Court for the _____ District of _____, and in accordance with the requirements of Rule 9(h) of the Federal Rules of Civil Procedure.

THE PERSON SIGNING BELOW DOES HEREBY CERTIFY THAT THE DESCRIPTION OF THE VESSEL SET FORTH ON THE COVER PAGE TO THIS AGREEMENT IS CORRECT AND THAT HE/SHE IS THE OWNER OF THE VESSEL HEREINABOVE DESCRIBED OR IS AUTHORIZED TO SUBJECT SAID VESSEL AND THE OWNER(S) TO THE PROVISIONS OF THIS CONTRACT.

AGREED TO:

Vessel Owner or Authorized Representative:

Name:

By: _____ Date: _____

Marina:

By: _____ Date: _____



RULES AND REGULATIONS FOR XYZMARINA

Owner shall abide by the following rules and regulations while at the Marina. Owner shall be responsible for advising guests, contractors and vendors of these rules and regulations, and Owner shall be responsible for the conduct of Owner's guests, contractors and vendors while they are at the Marina. Upon thirty (30) days prior written notice to Owner, Marina reserves the right to amend these rules and regulations from time to time as it deems necessary.

1. No swimming, diving, fishing, fish cleaning, or crabbing shall be permitted from the piers or vessels within the Marina area.
2. Sound equipment shall be played as not to disturb other vessel owners or the occupants of adjoining properties. Operation of engines and generators is prohibited between the hours of 10:00p.m and 8:00a.m., except in conjunction with entering or leaving the Marina. Loud noises, running on the docks or vessel storage areas, excessive profanity or abusive language or any other activities which Marina, in its sole and absolute discretion, determines to be a general disturbance or public or private nuisance or interferes with the quiet and peaceful enjoyment of the Marina by others, are prohibited.
3. All pets shall be leashed within the confines of the Marina and the Owner shall be required to clean up after their pets and those of their guest. Pets are permitted only if they do not disturb other tenants or cause excessive noise.
4. **CHARCOAL GRILLS, HIBACHIS AND OPEN FIRES OF ANY KIND ARE STRICTLY PROHIBITED ON OR IN ANY VESSEL, PIER OR VESSEL STORAGE AREA.**
5. Parking areas and spaces may be designated and limited to automobiles, pickup trucks, mini-vans and motorcycles belonging to Owners. All other vehicles or trailers are prohibited and shall be towed away at the owner's expenses.
6. No one other than Marina shall be permitted to place any signs anywhere in the Marina premises and no signs or other advertising shall be placed or permitted on any vessel, unless authorized in writing by Marina in advance.
7. Vessels within the Marina shall not be used for any commercial or business activity, including but not limited to, leasing or charter, unless authorized in writing by Marina in advance.
8. No clothing, suits, towels, laundry or other similar items shall be hung or placed on any vessel, Marina piers, or elsewhere at the Marina where they may be visible to other people at the Marina.
9. No machinery, equipment, carpets or any other such items shall be stored upon or attached to the piers, piling or any other part of the Marina. Storage boxes, bumper pads, steps, mooring lines and associated cleats, bolts, and other hardware shall be installed on by Marina or under Marina's supervision at Owner's expense. No loose gear shall be permitted to remain on any pier; and hoses, power cables and line shall not cross over piers, but rather shall be removed or properly stored.
10. Piers, pilings, utility systems and all other Marina facilities may not be modified, altered, painted, repaired, or changed in any other way by Owner unless authorized in writing by Marina in advance.
11. No garbage, trash or other refuse shall be thrown into the water. All engine oil, bilge oil, flammable substances, human or fish waste and other hazardous or dangerous substances shall be disposed of in proper containers and in compliance with all applicable environmental laws and regulations. These oils and substances are to be disposed of by the Owner and not left at the trashcans for Marina to dispose of.
12. No sewage shall be pumped into the water. All vessels shall have properly installed, and operational marine toilets as defined by the State of _____ and applicable federal regulations and shall use licensed pump-out facilities.
13. Only one (1) vessel shall occupy a slip at any one time.
14. No one shall live aboard any vessel within the Marina without written permission from the Marina.
15. No bicycles, mopeds, motorbikes, motorized carts or other similar vehicles shall be permitted on the piers.
16. Children under twelve (12) years of age are not permitted at the Marina unless an adult over eighteen (18) years of age accompanies them.
17. Owners shall be responsible for the conduct of their guests at the Marina and for any damage done by them to the Marina or third parties.
18. Owner shall be responsible for maintaining Owner's slip area and adjoining finger piers in a safe, clean, neat and orderly manner.
19. Owners shall not fuel vessels in the Marina.
20. **OWNER SHALL AT NO TIME EMPLOY ON ANY VESSEL A SPACE HEATER (ENGINE COMPARTMENT HEATER) OR BATTERY CHARGER NOT APPROVED BY THE UNITED STATES COAST GUARD. OWNER SHALL FURTHER REFRAIN FROM LEAVING ANY SPACE HEATER OR BATTERY CHARGER PLUGGED IN OR OPERATING WHEN THE VESSEL IS UNATTENDED IN THE ABSENCE OF EXPRESS WRITTEN PERMISSION TO THE MARINA.**