

# SKIPJACK COVE YACHTING RESORT

P.O. BOX 208  
GEORGETOWN, MD 21930  
410-275-2122 FAX 410-275-1133

Slip Number: \_\_\_\_\_

## SLIP RENTAL AGREEMENT

Do you want to rent a dockbox?  
Yes \_\_\_ No \_\_\_

BETWEEN: Skipjack Cove Yachting Resort (Hereafter referred to as SKIPJACK) and  
Name \_\_\_\_\_ (Hereafter referred to as LESSEE) E-mail \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone:(H) \_\_\_\_\_ (W) \_\_\_\_\_ © \_\_\_\_\_  
Yacht Name: \_\_\_\_\_ Manufacturer: \_\_\_\_\_ Type: Power: \_\_\_\_\_ Sail \_\_\_\_\_  
L.O.A: \_\_\_\_\_ Beam: \_\_\_\_\_ Hull/I.D.# \_\_\_\_\_ Reg # \_\_\_\_\_ Doc # \_\_\_\_\_  
Yacht Insurance Carrier \_\_\_\_\_ Policy Number: \_\_\_\_\_ Expiration: \_\_\_\_\_

It is agreed that SKIPJACK will provide the LESSEE with slip space and the use of restrooms and recreational facilities at the Skipjack Cove Yachting Resort (Hereafter referred to as "Marina"). The term of this lease shall be from \_\_\_\_\_ to \_\_\_\_\_.

(1) In consideration thereof, LESSEE agrees to pay rental fee of \$ \_\_\_\_\_, 15% deposit payable upon renewal by 10/31, 50% payable by 1/31 and 35% by 3/31 pursuant to the terms of the Easy Pay Plan. A late payment fee of \$25.00 will be charged if the fees are not paid when due, and 2 % interest will be charged for each month that the fees are late thereafter. In the event the account goes to collection, LESSEE agrees to pay any collection fees, attorney fees, and/or court costs and/or lien fees associated with the collection of this account, whether or not suit is filed. Such amounts shall be included in the amount of any lien which SKIPJACK may have against the LESSEE. In the event that the LESSEE holds over beyond the expiration date of this agreement and fails to execute a new rental agreement, SKIPJACK reserves the right to charge daily dockage rates for LESSEE'S vessel until departure.

*\*\*\*Deposits are refundable on a pro-rated basis until March 1<sup>st</sup>. After March 1<sup>st</sup> no refund will be made.\*\*\**

(2) Electric is metered at each pedestal and billed to LESSEE (\$4.00 monthly minimum) all slips. Slip rental, dock box, electric and other such charges by LESSEE at the marina (hereinafter "fees") are all subject to the late charge, finance charge and collection provisions of this agreement.

(3) The LESSEE agrees to comply with all the rules and regulations attached hereto and with any rules and regulations as adopted by the Marina, from time to time.

(4) The LESSEE agrees that neither SKIPJACK nor any agent, servant, or employee of SKIPJACK shall be liable for any loss, damage or personal injury to the person or property of the LESSEE, including the yacht, its inventory and equipment, whether such loss, damage or personal injury be occasioned by fire, theft, collision, ice, sinking, act of God or any other cause or condition, same and except damages resulting from the gross negligence or willful misconduct of SKIPJACK, its agents, servants or employees. The LESSEE hereby agrees to indemnify and save harmless SKIPJACK agents, servants and employees from or against any claim arising from the maintenance, use, operation and/or storage of LESSEE'S yacht at MARINA or occasioned to the LESSEE through the use of SKIPJACK facilities.

(5) LESSEE agrees, at his or her sole cost and expense, to at all times during the term of this Agreement, maintain a public liability policy with limits of not less than \$300,000 per occurrence, with an insurance company acceptable to Marina, naming Marina as an additional insured, and a policy of property damage insurance covering at least 100% of the actual cash value of the yacht, extended perils, damage by fire, vandalism and burglary. Yacht Owner shall provide Marina with a copy of the insurance policy evidencing coverage upon execution of this Agreement, and no later than 30 days prior to expiration of a policy, with evidence of the renewal of the policy. All policies of insurance shall require 30 days advance notice by the insurance company to Marina of an amendment or cancellation.

(6) The LESSEE agrees that in the event of destruction of the dockage facilities by fire, storm or other calamity, SKIPJACK may terminate this agreement at SKIPJACK'S sole option.

(7) The LESSEE agrees that in case of emergency or during marina repair or construction, SKIPJACK may move the yacht from the particular space rented to any other mooring place.

(8) The LESSEE agrees that SKIPJACK reserves the right to board any yacht if in its sole judgment this becomes necessary. In case of a calamity (such as fire, sinking, high winds, etc.) LESSEE agrees to allow SKIPJACK to take whatever measures it deems necessary to avoid damage to yachts (LESSEE'S and others) and the Marina property. Any emergency services or materials provided for LESSEE'S yacht will be billed to LESSEE.

(9) The LESSEE shall not sub-lease the slip or transfer nor assign this lease.

(10) Waiver of any condition by SKIPJACK shall not be deemed a continuing waiver.

(11) Further it is agreed that if the LESSEE should fail to pay the rental fee and/or "fees" as the same becomes due and payable, or should the LESSEE fail to abide by the rules and regulations or should LESSEE behave in a disorderly or indecorous manner that might injure a person, cause damage to property or harm the reputation of SKIPJACK or MARINA, or should the LESSEE otherwise breach this agreement, then in that event, and in its sole judgment, SKIPJACK shall have the right to terminate this agreement, to remove the LESSEE'S yacht and all property from the unit, retain possession of the slip, enforce forfeiture by the LESSEE of the prepaid balance, and exercise such rights as may be permitted SKIPJACK under the law. The LESSEE agrees to pay for any and all expenses including court costs and attorney fees in the event any action is necessary to enforce any terms or conditions of this agreement.

(12) LESSEE hereby certifies to be the sole owner/owners of this yacht and that LESSEE has the legal right and capacity to enter in to this Agreement. For the purpose of this Agreement, the term LESSEE shall include the actual registered owner of the yacht, members of his/her own family, guests, agents, assigns or other persons using the yacht.

(13) This Agreement is not effective until accepted by SKIPJACK. A copy will be returned to the LESSEE.

I have read and understand the terms and conditions of this contract.

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SKIPJACK COVE YACHTING RESORT

\_\_\_\_\_  
DATE

(Please see other side for rules and regulations which form an integral part of this agreement.)

## RULES AND REGULATIONS

The marina is to be used at the sole risk of LESSEE. It is acknowledged that SKIPJACK'S liability to the LESSEE under this Agreement shall be limited to breach of its contractual obligation to provide use of the MARINA. SKIPJACK shall not be liable for the care or protection of the yacht (including gear, equipment and contents) or for (i) loss, damage or injury to persons including death, or (ii) loss or damage of whatever kind or nature to the yacht, its gear, equipment or contents, howsoever occasioned. In no event shall SKIPJACK be responsible for any consequential economic loss.

This Agreement shall be terminated at the sole election of SKIPJACK in accordance with the following conditions: a) By destruction of the dockage facilities by fire or storm; (b) In the event the LESSEE shall make a bona fide sale of the yacht; (c) By breach or default of the LESSEE.

The Agreement shall be construed in accordance with the laws of the State of Maryland (where not preempted by federal maritime laws) without giving effect to principles of conflict of laws.

Yachts must be operated, secured and equipped so that they do not represent a hazard to the facility, other yachts or the yacht itself.

LESSEES may not transfer yachts between moorings or slips without prior written consent of SKIPJACK.

Advertising or soliciting (i.e. FOR SALE signs) shall not be permitted on any yacht or dock within the Marina. Furthermore, neither the yacht nor Marina address shall be used for business purposes without the express written consent of SKIPJACK.

Dock boxes are available only from SKIPJACK and may be rented from Skipjack. Storage of items must be confined to the dock box or to the yacht and will not be permitted on the docks, finger piers, parking area, etc.

Docks must be kept clear at all times of lines, hoses, cords, tables, chairs, coolers, etc. Nothing may be affixed, altered or removed from the docks and piers without the express written consent of SKIPJACK. Cleaning, painting, scraping or repairing of gear shall not be permitted on the docks or finger piers. The LESSEE must ensure that any work done to the LESSEE'S yacht does not create a disturbance, endanger, damage, obstruct, or deface the Marina's facilities or other yachts.

BBQ grills of electric, charcoal or open fire types must be attended at all times and are not permitted within 50' of docks or yachts. No fireworks of any kind are permitted on marina property.

SKIPJACK reserves the right to limit and govern parking spaces in the Marina. LESSEES and their guests shall limit their overnight accommodation to the yacht itself, and will not make use of trailers, recreational vehicles of any type, or camping equipment on the Marina property. SKIPJACK reserves the right to tow LESSEE'S vehicle at LESSEE'S expense if the vehicle is improperly parked.

Pumping of oily bilges or the discharge of any oil, spirits, or inflammable liquids is strictly forbidden within the Marina. Heads must not be discharged overboard while the yacht is in the Marina. LESSEE is expected to abide by all Federal and State laws related to the discharge of any materials in the waterways. Violations will be reported to Maryland Department of Natural Resources and will be treated as a breach in the terms of this lease.

All dockside refueling must be done in the dock refueling area. No portable units or truck to yacht fueling is permitted.

Congeniality is a requisite for tenancy. Furthermore, noise shall be kept to a minimum at all times to avoid creating a nuisance or disturbance, and after 11:00 pm quiet time shall be enforced.

Pets are permitted only if they do not create any disturbance. All pets must be kept on hand-held leashes and exercised only in designated areas or off Marina property. Pet owners are responsible to clean up after their pets.

Swimming, diving or fishing shall not be permitted from the docks or finger piers. LESSEE is expected to abide by the posted rules regarding the swimming pool and other recreational amenities.

All yachts are to be maintained in a sound, "Bristol", and seaworthy condition. When this fails to occur and/or SKIPJACK considers there to be a risk of sinking, fire or other such hazard, SKIPJACK may at its sole discretion give the LESSEE 30 days notice in writing in which to correct the problem(s). Failure to do this will represent a default in the terms of this Lease.

Tradesmen, servicemen, retailers, or agents of any kind will not be permitted to solicit business on the premises. *Prior notice must be given to SKIPJACK by the LESSEE before any outside services will be permitted to board the yacht.* Additionally, any subcontractors employed by the yacht owner shall complete the Outside Subcontractors Safety Agreement, provide insurance naming Marina as additional insured substantially in compliance with the terms set forth herein with limits of not less than \$2,000,000 per occurrence, a copy of Worker's Compensation Insurance, pay a \$15 per day usage fee, register at the Marina office prior to beginning work and comply with all laws.

Dinghies, jet skis, runabouts and any similar small secondary vessel may only be left in the water if the LESSEE is aboard the yacht. At all other times they must be stored on the yacht, in a rented slip, on a rented lift or in the dinghy rack. At anytime, if left in the water (at LESSEE's total risk), they MUST fit within the confines of LESSEE's slip. Using vacant slips, tying between slips or tying between pilings is not permitted at any time.

Trailers or small boats on trailers are not to be parked anywhere on marina property.

Towels or laundry are not to be dried on piers, docks or yachts.

Cleaning materials used in washing yacht must be biodegradable non-phosphates.

Violations of any of the above rules and regulations, or any disorder by immoral or offensive conduct by a patron or his crew or guest which might injure a person, cause damage to property or harm the reputation of SKIPJACK or the MARINA shall be cause for immediate removal from the Marina of the yacht and persons in question upon order of the Manager. Such violation or conduct shall be deemed reason for the non-acceptance of all future requests for dockage.

SKIPJACK makes no warranties or representations, express or limited, oral or written, as to the suitability of the facilities of the Marina or dockage space used by the yacht.

This Agreement constitutes the full and complete understanding and agreement of the parties, supersedes all prior understandings and agreements relating to the subject matter of the Agreement (whether written or oral), and can be changed only by an agreement in writing signed by the parties.