

Mayo Ridge Marina, Inc. Boat Agreement 2024

This boat storage/dockage agreement is made between the Mayo Ridge Marina, Inc. ("MARINA") as lessor and the Boat Owner named below as lessee.

Boat Owner Name(s) _____

Address of Boat Owner(s) _____

Telephone Number _____ Email Address _____

Name of Boat _____

Make and model of boat _____

Overall Length _____ Beam _____ Draft _____

Name of Insurance Carrier _____ Policy Number _____

Emergency Contact _____ Phone _____

Assigned Slip **Closed Until Further Notice** Term _____

Rental Amount _____ Registration Number _____

Terms and Conditions

1. Lease of Boat Slip Marina hereby leases to Boat Owner and Boat Owner leases from Marina the assigned boat slip and allows Boat Owner to occupy this boat slip for the sole purpose of docking the above described boat for the duration of this Agreement at the rental stated above, and for the permitted uses set forth in section 2 below. This Agreement is for the use of the space only, and such space shall be used at the sole risk of the Boat Owner at all times. Boat Owner shall be solely responsible for the safety, care, and protection of the boat, along with any gear, equipment and appearances at all times; and Marina shall not be liable for such safety, care or protection under any circumstances. Nothing in this Agreement shall be construed as creating a bailment.

2. Permitted Uses Boat Owner shall use the boat slip for the dockage of the above described boat only. If a Boat Owner desires to dock a boat other than described above, Boat Owner shall complete a new agreement with the Marina. Boat Owner shall be responsible for the conduct of his or her guests and crew and shall instruct guests and crew to follow the Rules and Regulations of the Marina. The boat slip may be used for non-commercial purposes only. Boat Owner may not transport passengers for hire or charter the boat. Signage for commercial activities is prohibited. Full time live-aboard is not permitted. Nothing in this Agreement shall be construed to create a residential tenancy.

3. Annual Fee Includes use of designated slip whether used or not, launch ramp fee, use of pump outstation, rest rooms, and a designated location to clean and wash boats.

4. Rates May Change The rate quoted above is for the current season only. Marina will provide at least 30 days advance notice of rate changes for subsequent seasons.

5. Insurance Boat Owner shall maintain throughout the term of this Agreement, a comprehensive general liability insurance policy upon the Boat with such minimum coverage as the marina shall reasonably require; and a fire and casualty insurance for the full value of the boat. The Marina shall be named as an additional insured on such policy. Boat Owner shall furnish evidence of insurance to the Marina. It is expressly agreed by Boat Owner that the Marina shall not be considered to be an insurer of the Boat or its owners, guests and crew, or of Boat Owner's property loss or property damage to the Boat, its motor, equipment, accessories or appurtenances, or contents due to fire, vandalism, theft, collision, or any other casualty loss, and Boat Owner expressly waives his insurer's right of subrogation against the Marina, its officers, directors, owners agents and employees.

6. Security of the Boat The Marina assumes no responsibility and shall not be liable for the care, protection and security of the boat. Use of the Boat slip and facilities is at the sole risk of Boat Owner. Boat Owner acknowledges that the Marina shall not be liable to the Boat Owner by reason of any intrusion, theft, vandalism, arson, or other criminal act in or around the Boat, whether by land or by water.

7. Assignment and Subletting: This Agreement may not be assigned, sold, transferred or subleased without the express written consent of the Marina. In the event that the Boat Owner sells the Boat, the Marina shall not be obligated to continue this Agreement or enter into a new Agreement with the purchaser of the Boat.

8. Obligation to Maintain Boat Owner represents and warrants that at all times during the term of this agreement, the Boat shall be maintained in a safe and seaworthy condition by Boat Owner and shall be operated in a careful and safe manner so as not to cause damage to the Marina facilities, other boats, or to any other property or person.

9. Keep Space Neat Boat Owner shall be responsible to keep the rental space and adjacent dock space in a neat, clean and orderly condition and free of flammable material and other hazards. Boat Owner shall provide Marina with prompt notice of any defective or hazardous conditions in the rental space or surrounding vicinity.

10. Responsibility for Guests and Crew: Boat Owner is responsible for the conduct of his or her guests and crew.

11. Sinking In the event that the Boat shall for any reason sink it its slip, the Marina or the channel leading to the marina, Boat Owner shall have the sole duty to remove the vessel. If the vessel is hazard to navigation or in the opinion of the Marina poses a danger in any other manner to the Marina or other Boats, the Marina may remove the Boat immediately with costs charged against the Boat or to the Boat Owner. Otherwise the Boat Owner shall have 24 hours to salvage the Boat, failing which the Marina shall have the authority, but not the obligation, to salvage the Boat with all costs charged against the Boat or to the Boat Owner.

12. Lien The Marina shall have a lien against the Boat, its appurtenances and contents former dockage, and rental and for services provided to the Boat, injury or damage caused or contributed by the Boat or Boat Owner, including, but not limited to damage to docks, piers, pilings, what's, personal injury, damage to other boats or vessels, pollution by oil, its derivatives or other hazardous materials, loss by sinking, fire, collision or other causes. No boat is to be removed from the marina until all charges and costs have been paid in full

13. Rules and Regulations: The Boat Owner, guests and crew shall comply with all Rules and Regulations posted by the Marina. The Marina reserves the right to amend such Rules and Regulations as it deems necessary or desirable.

Rules and Regulations

It is agreed that Mayo Ridge Marina will be neither responsible nor liable for any personal injury, loss, or damage to Owner's property, except to the extent it was caused by willful or wanton conduct of Mayo Ridge Marina. The Owners shall comply with, and carry out, all rules and regulations now and hereinafter made by Mayo Ridge Marina, including but not limited to the following:

1. Boats must be kept seaworthy, in good repair and appearance, and must not present a hazard to persons, other vessels, or property in or about the Marina.

2. Owner shall keep the rental space provided for his boat in a neat, clean, and orderly condition and free of flammable materials and other hazards. Owner further agrees to give Mayo Ridge Marina prompt notice of any defective or hazardous conditions in the rental space or surrounding vicinity.

3. Owner is responsible for his/her conduct and omissions, as well as those of his/her guest(s). Owner further agrees to indemnify and hold harmless Mayo Ridge Marina for any liability which it may incur because of the conduct or omissions of that Owner and his/her guest(s).

4. No boat is to be removed from the marina until all charges for space rental, services, and material have been paid in full.

5. Mayo Ridge Marina reserves the right to lease the Owner's space to others or to otherwise utilize such space during the absence of the Owner's vessel.

6. Owner agrees to not do anything or permit any condition with respect to his her vessel or the rental space. This would contravene any requirement of an insurer of Mayo Ridge Marina. Owner further agrees to indemnify and hold harmless Mayo Ridge Marino for loss which may be sustained because of the Owner's failure to comply with this provision.

7. At his/her sole cost, Owners shall procure and maintain, in full force throughout the term of this is agreement. Comprehensive general liability insurance with m minimum limits of \$100,000 combined single limit. In addition, the liability policy shall:

- a. Name Mayo Ridge Marina as an additional insured.
- b. Contain a clause providing that the policy may not be canceled or materially amended except after 30 days ' written notice to Mayo Ridge Marina.
- c. Be issued by an insurance carrier.

8. At the time that hi s/her boat is placed in the water, Owner must furnish to Mayo Ridge Marina a copy of the insurance policy and all endorsements or a certificate of insurance evidencing such coverage.

9. No contractor or any person other than the owner (to include family, friend s, etc.), shall be allowed on the premises unless fully-insured and bonded and approved by the management of Mayo Ridge Marina Mayo Ridge Marina reserves the right to refuse, for any reason, admission to the marina, docks, etc. for the Purpose of any repair, service, or sale of boat.

10. This agreement is subject to the marina rules and regulations attached hereto. Marina reserves the right to modify, delete, or add (change) regulations as it, in the exercise of judgment, shall determine. Any changes shall be effective and binding when posted at the marina office. I n addition, the marina will attempt to send changes to the Owners, but its failure to do so shall not render the changes ineffective.

11. Amendment The Marina may amend this Agreement by giving Boat Owner 30 days written notice. If any such amendment is not acceptable to Boat Owner, Boat Owner may then terminate this Agreement and remove the Boat from the Marina provided that all fees, charges and costs have been paid in full.

12. Termination By Marina the Marina may terminate this Agreement if in its sole judgment in the event of loss or damage to the Marina due to storm or other act of God, or there exists any hazardous condition which requires repair. The Marina shall provide reasonable notice to Boat Owner of such termination. Boat Owner shall remove Boat from the marina and pay all fees, costs and charges that are due. Marina shall refund any unused slip rental fees that has been paid by Boat Owner.

13. Termination for Cause Either party may terminate this Agreement due to a material breach by the other party.

14. Vehicles and Trailers All vehicles and trailers on the Marina shall be properly licensed and insured as required by law.

15. Boat Absent from Slip The Marina shall have the right to temporarily lease the slip to others during the absence of the Boat Owner's Boat.

16. Outside Contractors No contractor or person other than the Boat Owner and his or her immediate family and non-paid friends shall be allowed on the Marina or to work on the Boat unless fully insures and approved by the marina. The Marina reserves the right to refuse for any reason admission to the Marina or docks for the purpose of repair, maintenance, service or sale of the Boat.

17. Limitation of Liability The Boat Slip and Marina facilities are to be used at Boat Owner's sole risk. The Marina shall not be liable for the care or protection of the Boat, including her gear, equipment and contents, or for any loss or damage of whatever kind to the Boat, her gear, equipment or contents for any reason whatsoever, including but not limited to, negligence of the Marina or its employees. Boat Owner has examined the Marina, the boat slip and facilities described herein and accepts the condition of the Marina as being adequate and safe for the dockage of his or her Boat. The Boat Owner shall be responsible for damages to other boats, building, fences, dock structures and pilings caused by the boat, Boat Owner, his or her guests, crew, invitees or agents.

18. Indemnity of Marina Boat Owner for himself or herself, guests, invitees, crew, employees and agents, heirs, successors and assigns, hereby agrees to indemnify, defend hold old harmless, including attorneys fees and costs, the marina,

its officers, directors owners employees and agents, from and against (1) any and all liability for loss or damage to the Boat, its gear, equipment and contents for any reason, including marina equipment failure; (2) any and all loss, damage, liability, legal action, or claim of any kind arising from the Boat; (3) any and all loss damage, liability cost, legal action of any nature arising out of Boat Owner's use of the Boat and Marina facilities, the presence of Boat Owners Boat, automobile, truck, or personal property at trailer at the Marina, or the moving the Boat, except to the extent that such loss or damage is the result of gross negligence or willful or wanton misconduct . The obligation of the Boat Owner to indemnify and hold harmless hereunder shall apply even in instances where Marina or a third party is negligent.

19. Disclaimer The Marina disclaims all warranties, express or implied. Boat Owner, for itself, and its heirs successors and assigned hereby releases Marina, its officers, directors, owners employees and agents, from any and all liability arising out of any claimed implied warranty. In the event of any damage or injury to the Marina arising out of passive or active acts, omissions or negligence of Boat Owner, all expenses incurred by Marina to repair or restore the property shall be paid by Boat Owner upon demand by Marina.

20. Choice of Law and Venue This Agreement shall be governed and construed under Maryland law as supplemented by Federal Admiralty Law. Any dispute arising under this Agreement shall be resolved exclusively by a court of competent jurisdiction located in Anne Arundel County, Maryland. Boat Owner consents to the jurisdiction of the Maryland Courts.

Boat Owner

Mayo Ridge Marina, Inc.

Printed Name -----

Printed Name/ Position _____

Signature -----

Signature _____

Date -----

Date _____