

Port of Salisbury Marina
506 West Main Street- Salisbury, MD 21801
P: 410-548-3176 F: 443-260-1765
dockmaster@salisbury.md

SLIP# _____

SLIP RENTAL AGREEMENT

BOAT OWNER _____ HOME # _____ CELL # _____
ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____
DRIVER'S LICENSE# _____
BOAT OWNER'S EMPLOYER _____ BUSINESS# _____
BUSINESS ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____
SPOUSE'S NAME _____ CELL# _____ BUSINESS# _____
E-MAIL _____

CO-OWNER/AGENT _____ HOME# _____ CELL# _____
ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____
SOCIAL SECURITY # _____ DRIVER'S LICENSE# _____
CO-OWNER/AGENT'S EMPLOYER _____ BUSINESS# _____
SPOUSE'S NAME _____ CELL# _____ BUSINESS# _____
E-MAIL _____

REGARDING THE FOLLOWING VESSEL

BOAT BRAND _____ MODEL _____ TYPE _____ YEAR _____
LOA _____ BEAM _____ DRAFT _____ HIN _____
MOTOR BRAND _____ MODEL _____ SERIAL#(S) _____ YEAR _____
TYPE _____ HP _____ FUEL _____ TANK CAPACITY _____ KEY/COMB _____
REG# _____ DOC# _____ BOAT NAME _____
BOAT OWNER'S INS CO _____ POLICY # _____
AGENCY NAME _____ PHONE# _____
AGENCY ADDRESS _____ CITY _____ STATE _____
CAR YEAR, MAKE & MODEL _____ TAG# _____
CAR YEAR, MAKE & MODEL _____ TAG# _____
CARE YEAR, MAKE & MODEL _____ TAG# _____

ADDITIONAL PEOPLE AUTHORIZED TO USE VESSEL (_____) IMMEDIATE FAMILY MEMBERS AND/OR _____

IN AN EMERGENCY, NOTIFY _____

Terms of Agreement: This Agreement is for (check the appropriate slip rental):

A transient slip rental Agreement; all fees are due upon signing of this Agreement.

or

A monthly slip rental Agreement; all fees are due upon signing of this Agreement, and then on a monthly basis thereafter in accordance with the Terms and Conditions of this Agreement.

or

An annual slip rental Agreement; Slip Rental fees are due upon the signing of this Agreement, Electric Rates will be billed to Boat Owner on a monthly basis.

The Agreement will commence on _____ and will end (unless otherwise terminated as provided herein) on _____ subject to the renewal of this Agreement and its terms on a (n) _____ basis, and may be renewed for additional periods upon agreement of both parties as to rates, conditions, space involved and payment of all specified fees and services. Rates are as stated below. The fee for the rented space will be \$ _____ per _____, payable in advance.

No refunds will be allowed.

SLIP RENTAL RATES:

Transient:

\$1.00 per foot and per day.

Monthly:

Summer Rate (May 1st-September 30th):

\$5.50 per foot per month

Winter Rate (October 01st-April 30th):

\$3.85 per foot per month

Annual: Annual rates are to be paid in full up front-electric will be billed on a monthly basis.

Boats up to and including 30 feet long

\$1,150.00 per year

Boats 31 feet and longer

\$49.00 per foot per year

Electrical service is not included in the above rates.

ELECTRIC RATES:

Electrical charges are by meter and as stipulated below (Check the appropriate electrical volts as well as the daily or monthly rate.).

- A. 30-amp service \$5.00 per day or \$30.00 per month, payable in advance. Annual slip holders will be billed monthly, payments due upon receipt.
- B. 50-amp service \$10.00 per day or \$50.00 per month, payable in advance. Annual slip holders will be billed monthly, payments due upon receipt.

Boat Owners Fee \$ _____, includes Slip Rental and Electric Rate, and is in accordance with the Term of Agreement section.

REMARKS:

BOAT OWNER (S) CERTIFY THAT THE PROVISIONS TO THIS AGREEMENT TOGETHER WITH THE MARINA RULES AND REGULATIONS, HAVE BEEN READ AND THE TERMS AND CONDITIONS ARE FULLY UNDERSTOOD. BOAT OWNER (S) CERTIFY THAT A COPY OF THIS AGREEMENT HAS BEEN RECEIVED AND THAT THE SPACE FOR THE SUBJECT VESSEL HAS BEEN EXAMINED AND IS DEEMED SUITABLE AND ACCEPTABLE.

ACCEPTED BY (Boat Owner) _____

ACCEPTED BY (Co-Owner) _____

DATE _____

1. **DEFINITIONS:** For purposes of this Agreement, the term "Boat Owner" will include the registered owner(s) of the vessel, family members, guests and agents. "Confines of the Marina" are defined by the property and harbor lines of the Marina.

2. **JURISDICTION:** The Boat Owner understands that upon entering the confines of the Marina, the Boat Owner's vessel falls within the jurisdiction of the Marina and will be operated and located as directed by the Marina.

3. **RULES AND REGULATIONS:** The Boat Owner will comply with all Federal, State, Natural Resources, County and local laws, codes, regulations and rules, (B) the Rules of the Road and the Navigational Laws of the United States, and (C) all rules and regulations now and hereinafter in force as promulgated by the Marina, and as posted at the Marina from time to time.

4. **NOTICES:** All notices, statements of amounts due or other communications to the Boat Owner will be deemed to have been given if mailed to the latest address on file in the Marina office or bay notice attached to the boat. Notices to the Boat Owner will be given by mail or presented to the Marina Office during normal business hours.

5. **PERMITTED ACCESS:** Only those persons specified above will be permitted to operate the vessel within the confines of the Marina.

6. **SPACE DESIGNATIONS:** The Boat Owner will retain the right to designate space. Every effort will be made to assign the Boat Owner the space of his/her choice; however, the Marina's business judgments will also be a relevant factor in the assignment of space. Also, the Marina reserves the right to govern and limit parking spaces.

7. **VESSEL SIZE:** Vessels moored in slips are not to protrude beyond the outmost pilings of said slip unless approved by the Marina. In the event the vessel is too large for the slip rented, the Marina reserves the right to require relocation to a larger slip or to terminate this Agreement forthwith if a suitable slip is not available or the Boat Owner rejects the offer of relocation.

8. **SPECIFIED VESSEL:** If the Boat Owner desires to dock a vessel other than the one listed above, written permission of the Marina must be obtained. Additional charges may apply.

9. **SUBLEASE BY THE BOAT OWNER:** Boat Owner agrees not to transfer, sublet, assign, or permit the use of the rented slip by any other person or vessel than described above.

10. **SUBLEASE BY THE MARINA:** The Marina reserves the right to use rented slip when not occupied by the Boat Owner. The Boat Owner will notify the Marina when the space is to be vacant for over 48 hours

11. **SERVICES:** The Marina does not guarantee continuous electrical, water or equipment service.

12. **EMERGENCY SERVICES:** The Boat Owner assumes the full responsibility for seeing that his/her vessel is properly moored with suitable lines and fenders so that the vessel will be secure in all wind and weather conditions. Should circumstances, including but not limited to, adverse weather, rain, floods, ice, snow, freezing temperatures, high winds, high or low water, collisions with objects or vessels, boat wakes, electrical power failures, acts of God or third parties, require any action to prevent or try to prevent damage to the vessel, such action will be the sole responsibility of the Boat Owner. The Marina has merely licensed the space at its Marina, assumes no responsibility of any sort for the vessel and is not in any way obligated to take any action or perform any services with respect to the vessel. The Marina may, however, at any

time, take such steps and perform any services with regard to the vessel as in its sole discretion it will choose, including mooring the vessel in such a manner, and with such lines, as it will deem proper. The Marina will not be liable for loss or damage to said vessel occurring before, during or after sail services will be performed; or for failure to provide any or all said services. Boat Owner will pay for all services performed, or goods or materials used in any work done, whether emergency or otherwise, in an effort to protect or safeguard the vessel, or other vessels, docks, installations or persons from damage by the vessel, regardless of the success of such efforts.

13. **SUNKEN VESSEL:** In the event the vessel will for any reason sink while berthed in a slip, offshore mooring, at dockside or while otherwise occupying waters used by customers of the Marina, the Marina may take immediate steps to raise and repair or remove said vessel, all costs of which will be at the Boat Owner's expense.

14. **METHOD OF PAYMENT:** The boat Owner will make all payments on time and will have the burden of showing that payment of any charge was, in fact, received on time by the Marina. The Marina is under no obligation to accept any checks or credit cards and the Boat Owner will be obligated, if the Marina will so desire, to pay all charges and fees due in cash.

15. **PAYMENT OF LATE CHARGES:** Boat Owner agrees that in addition to payment in advance of slip fees he/she will also promptly pay all charges for work done, including parts, supplies, fuel, labor or service as billed by the Marina or resident concessionaires, and all charges for loss, damage or injury for which he/she is liable.

16. **LATE PAYMENT:** Boat Owner agrees to promptly pay the slip fees listed. The Marina will be under no obligation to furnish any slip, or allow the vessel to be at the Marina, or to regard this Agreement as valid, if advance payment of the slip fee is not made when due. Failure to pay slip fees within 10 days after such payments are due may be considered a default hereunder. Even if the Agreement herein is not terminated, if such fees are not paid in full within 10 days after such payment is due, the fees for the slip may at any time at the Marina's option and without further notice to the Boat Owner be increased retroactively to the Marina's daily rate until such time as the slip fees, including those based on the daily rate, have been paid in full. After 30 days, the Marina may charge 1.5% per month service charge, compounded monthly, on the unpaid portion.

17. **DEFAULT:** Any failure by the Boat Owner to comply with provisions of this Agreement will constitute a default entitling the Marina, without notice, to exercise immediately all its rights including, without limitation, declaring the Agreement herein terminated, proceeding to recover all amounts due and owing from the Boat Owner and removing, retaining, selling or disposing of the vessel as provided herein. In any action brought in court by the Marina, the Marina will be entitled to recover all costs and expenses, including attorney's fees. If suit is brought in Admiralty for unpaid charges hereunder, the Marina (or other such marina as it designates) will be appointed substitute custodian of the vessel at the custodial marina's normal daily transient rate, plus any additional amounts resulting from extra costs incurred by the Marina for the care of the vessel such as insurance, dock lines, security, pump-outs, etc. Immediately upon the appointment of a substitute custodian, Boat Owner agrees to cause the vessel to be vacated for the period of such custody, removing only personal possessions which will not include any of the vessel's equipment.

18. **TERMINATION:**

1. Termination by Boat Owner. Boat Owner will give the Marina thirty (30) days written notice prior to departure, except in case where Boat Owner intends to stay less than

30 days, in which case termination notice must be given upon arrival. Failure to do so will result in the Boat Owner having the option of renewal of the Agreement for an additional thirty (30) days on the same terms as the month preceding such notice, for which Boat Owner is responsible.

2. Termination by Marina.

- a.** For cause. The Marina may terminate this Agreement for cause if the Boat Owner violates any terms or conditions of this Agreement or its incorporated obligations. *If the Boat Owner violates any of the terms and conditions in this Agreement, the Marina will have the option of terminating this Agreement upon the lesser of three (3) days actual notice, or ten (10) days written notice to Boat Owner posted onboard the vessel, without waiving any other rights hereunder. Boat Owner must remove their boat from the slip prior to the end of the notice period.*
- b.** Not for cause. The Marina retains the right to terminate this Agreement without cause, at anytime, upon ten (10) days written notice to the Boat Owner. In such cases, any prepaid fees, charges, or expenses will not be returned to the Boat Owner, and Boat Owner will remove their boat by the termination date so noticed. Nothing in this paragraph will waive any other right of the Marina under this Agreement, at law, equity or admiralty.
- c.** Removal. If the Boat Owner fails to remove their boat and equipment from the rented slip before the termination or expiration of this Agreement and after proper notice of same, the Marina will be entitled to:

 - i.** Remove the vessel and store or re-dock the vessel at any location in any commercially reasonable manner, all at the expense and on the account of the Boat Owner, and until all the Boat Owner's fees and charges are brought current;
 - ii.** Locking the vessel in place until all the Boat Owner's fees and charges are brought current;
 - iii.** Charge the Vessel the then current transient rate per day for so long as the vessel remains at the Marina's slip until all the Boat Owners fees and charges are brought current;
 - iv.** Renewing the rental at the then-current rates for an additional time period as determined at the time of renewal.
 - v.** Exercise any other right the Marina will have at law, admiralty or equity;
 - vi.** Any combination of any or all remedies set forth in this paragraph.

19. RETENTION OF VESSEL: Boat Owner will not have the right to remove his/her boat from the rented slip or the location to which the Marina has relocated the vessel hereunder, until all costs and fees described in this agreement have been paid in full. Boat Owner agrees that the Marina may look to the credit of the vessel for unpaid rent, dockage, and other

services provided to the vessel, and the Marina may use self help, the state, federal and maritime lien laws in pursuit of its rights to payment.

20. REMOVAL OF THE VESSEL: The Boat Owner expressly acknowledges that space at the Marina is scarce and valuable. If the Marina terminates this Agreement and requests the Boat Owner, orally or in writing, to remove the vessel from the Marina, including its land, docks and adjacent waters, the Boat Owner will do so promptly and in any case within 30 days of such request. If the Boat Owner fails to do so, the Marina may remove the boat by placing it outside the Marina grounds, or anchoring it away from the Marina, regardless of whether the vessel will be safe in said location, and the Marina will not in any way be responsible for the safety or well-being of the vessel, its contents or any person on board.

21. FUEL: No fuel of any kind will be delivered, transported, or dispensed into any vessel within the confines of the Marina except for fuel that is dispensed from the appropriate fuel dock areas.

22. SALE OF DISPOSAL OF VESSEL: In the event of non-payment by the Boat Owner of charges billed by the Marina within 30 days, or failure by the Boat Owner to remove the vessel within 30 days after the request to do so, in addition to any other remedies it may have had under State, Federal or other applicable law or hereunder, unless said charges are paid in full or the boat is removed, as the case may be, or other resolution satisfactory to the Marina is reached, the Marina may sell or otherwise dispose of or, if the vessel has little or no market value, or is worth is less than the amount owed to the Marina, destroy the vessel upon notice to the Boat Owner in writing in writing that such steps will be taken after 45 days, hand delivered or mailed to the Boat Owner by registered or certified mail, .at the last known address, and also placed on the boat itself. If said mail is not picked up and reasonable efforts through the use of the telephone book or inquires at the Boat Owner's place of business to locate the Boat Owner is unsuccessful, the Marina may act without further notice after the said 45 day period has elapsed. If the vessel is sold, the Marina will not be obligated to advertise said sale, conduct an auction, obtain the best possible price, or follow any particular procedures, except that the sale will be commercially reasonable. The Boat owner agrees that this requirement will be met by advertising the sale once in the boat section (if any) of a daily newspaper having a general circulation in the city or county where the Marina is located and selling the vessel for the highest immediate cash price offered, it will pay the Boat Owner the proceeds of the sale remaining after deduction of all charges due it, and costs, including attorney's fees, incurred in said sale. If the Boat Owner cannot be found, the Marina may retain said proceeds. Although not obligated to do so, the Marina may pay the proceeds to any lien-holder. The Marina may sell the vessel to itself. The Boat Owner hereby gives the Marina the power of attorney to transfer title to said vessel.

23. INSURANCE REQUIREMENTS: The Boat Owner warrants that he/she has full and complete hull and liability insurance coverage of his/her own against all boat and boating hazards, theft, and hazards of personal injury, and must provide a current copy of his/her declaration page naming Marina as Certificate Holder, to be kept on file. If Boat Owner wishes to have his/her Jet Ski moored at the Marina, a declaration page for said Jet Ski will also be required. The Marina will not be responsible for any loss or damage to the vessel or the contents thereof or for injury to any person, due to fire, theft, collision, weather or other acts of God, acts of other persons, or due to other causes not enumerated above. The Marina is not considered an insurer of the property or person of the Boat Owner or any other person all of whom come within the confines of the Marina at there own risk.

24. **LIABILITY OF BOAT OWNER:** The Boat Owner will be liable of any damage, injury or loss whatsoever, including attorney's fees, to the Marina, its personnel or guests caused directly or indirectly by the Boat Owner, his/her operation or mooring of the vessel, or the condition of or substances on it.

25. **COMMERCIAL CONSTRAINTS:** There will be no soliciting or commercial activities conducted within the confines of the Marina without prior written permission or the Marina. No vessel will engage in paid for boat charters, boat rides, nor will merchandise or services be sold from it. Commercial activities include, but are not limited to, use of the Marina address and use of the phone number on a boat at the Marina in any advertisement, brochure, letterhead, business card, etc. All vessels docked at the Marina must be used for recreational purposes only, unless authorized by Marina.

26. **INDEPENDENT CONTRACTORS:** Boat owners having independent contractors work on their vessels must first advise the Marina as to when the contractor is expected; date and time. Prior to start of work, contractors must furnish to the Marina a Certificate of Insurance of general liability and worker's compensation with limits specified by the Marina. All contractors will comply with Marina rules and regulations.

27. **FIREARMS:** Firearms, bows and arrows or incendiary devices, with the exception of properly stored marine safety devices, are not permitted within the confines of the Marina and will constitute grounds for immediate removal from the Marina of the person and his/her boat, if applicable. During hunting season, a licensed hunter may carry firearms or bows and arrows across sections of State lands and waters to get to areas open of hunting. Firearms will be carried unloaded and cased or with the breech broken. Arrows will be carried in a quiver.

28. **LIVE-A-BOARDS:** Living aboard is not permitted.

29. **HAZARDOUS/OFFENSIVE MATERIALS:** The pumping of oily bilges or the discharge of any oil, spirits, fuel or any toxic or flammable material overboard is strictly prohibited. Waste oil and fuels may be disposed of in the containers designated for this purpose. Paint and other toxic chemicals and containers must be removed from the property. The overboard discharge of marine heads and/or holding tanks is forbidden.

30. **EXCLUDED VESSELS AND VEHICLES:** No Agreement will be granted or continued for any vessel which, in the sole judgment of the Marina, is structurally, mechanically, or cosmetically deficient; or if the subject vessel was designed and built solely as a residence or without an effective means of propulsion. Also, recreational vehicles, campers, camping trailers, trucks in excess of ¾-ton capacity, trailers, and boats on trailers are not permitted overnight without permission of the Marina.

31. **MARINA RIGHTS:** The Marina reserves the right to reject any applicant for a slip as well as reject any vessel that's electrical service requirements exceed the Marina's capabilities. The Marina may sue to enforce any rights hereunder or under applicable law in the State and County or other subdivision where the Marina is located, and the Lessee consents to such jurisdiction and venue. The provisions hereon will be construed under the law of the place where the Marina is located. The Marina will be entitled to injunctive relief to aid in securing any of its rights hereunder. The Boat Owner agrees that Marina personnel may enter the vessel and at anytime for the enforcement of any rights of the Marina hereunder or under applicable law, and may use reasonable means to affect such entry, and in removing, rejecting, retaining or recovering the vessel as provided herein.

32. **PROVISION DEVIATIONS:** Employees of the Marina are not permitted to deviate from, relax or amend in any manner, the provisions of this

Agreement. Any charges herein must be approved in writing by an Officer of the Marina.

33. **Entire Agreement:** This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and it may not be amended except in writing signed by both parties hereto.

34. **WAIVER:** Failure of the Marina to enforce any provision herein will not constitute a waiver of its rights with respect to any other braches or violations of this agreement.

35. **SEVERABILITY:** In the event of any provision herein will be held not enforceable; this will not affect any other provision.

36. **Binding Nature:** This Agreement is binding upon and will inure to the benefit of all parties hereto and their respective heirs, successors, and assigns.