

Chesapeake Marine Engineering
@Rockhold Creek Marina

453 Deale Road
(mail) P.O. Box 371
Deale, MD 20751
(410) 867-7488

Boatel Lease Agreement

Covering period from _____ to _____

Please review, correct, and complete all information

Name: _____

Address: _____ City: _____ State: _____ ZIP: _____

Home Phone: _____ Work Phone: _____

Boat Name: _____ Boat Make: _____

Length: _____ Year: _____ Beam: _____ Draft: _____
(include bowsprit & swim platform)

Boat Type: Power Sail **Material:** Fiberglass Wood **Key/Combo** _____
(Required)

Insurance Company: _____

Agent: _____ Policy No. _____

Pier/Slip No. _____ Dinghy Rack No. _____

Boatel Fee	\$ _____
Trailer Storage Fee (if applicable)	\$ _____
Deposit due with contract	\$ _____
Total Due	\$ _____

***Or* Payment Plan.** We offer the option of paying the annual slip fees in two installments, one-half of balance payable by April 1, and the balance payable June 30, with an additional carrying charge of \$25. If, however, any installment is more than thirty (30) days late, you will be assessed a ten percent (10%) late charge on the amount of that payment. This contract will serve as your invoice for the installment payments and you are responsible for making the payments on time. You will not receive further advance notification of any installment due.

Deposit: _____ **due 2/28** **Payment 1:** _____ **due 4/1** **Payment 2:** _____ **due 6/30**

I have read the entire lease agreement, including the reverse side hereof and addendums, and fully understand all of the terms thereof and realize as a vessel owner that I am personally responsible and that the vessel is also responsible for the terms and conditions set forth herein.

Owner Signature

Chesapeake Marine Engineering

Date

Date

Terms of Lease Agreement

1. "LESSOR" is used here to indicate Chesapeake Marine Engineering, and "LESSEE" is used to indicate the boat owner, or his authorized representative, as confirmed in writing by the Lessee. Lessee hereby applies for slip space.
2. The Lessee covenants and agrees that he has in full force and effect a third-party insurance policy and complete marina coverage with Rockhold Creek Marina as a named insured.
3. Lessee agrees to make payments on or before the 1st of each month indicated by the agreed upon installment plan. Lessee understands that payments received more than 30 days late will be assessed a 10% late charge on the amount of that payment. Lessee understands that this contract cannot be terminated either orally or in writing and that vacating the slip with the intent not to fulfill this agreement will be considered a breach of contract. In the event that this contract is broken, Lessee agrees to pay all collection costs in regard to attorney's fees, court costs, and interest.
4. This is an Admiralty and Maritime Slip/Space Rental Agreement under the General Maritime Laws, Statutes and Code of the United States of America.
5. The Lessor provides the slip/space rental to Lessee on the basis that the Lessor relies on the financial credit of the vessel. The Lessor shall have a maritime lien against the above-described vessel, her appurtenances and contents for the sums due for the rental, services provided to said vessel, injury or damage caused or contributed to by the vessel or Lessee, including but not limited to damage to piers, pilings, docks, wharves, personal injury, damage to other vessels, pollution by oil, its derivatives or other hazardous materials, loss by sinking, collision, fire or other losses. It is further agreed that services provided by Lessor for Lessee's vessel are in furtherance of navigation of said vessel and in furtherance of a waterborne use, whether such services are performed ashore or afloat.
6. Repairs and services are payable when services are rendered. Lessee agrees that Lessor may land, store, or otherwise impound or cause to be impounded Lessee's boat in the event payment of slip rental, repairs, services, and/or supplies is 30 days or more overdue. Lessee further agrees to pay associated towing and hauling charges, plus 1.5% per month on any amounts overdue. The Lessee agrees to pay all charges against his boat prior to leaving the marina.
7. The privilege of using these facilities may not be assigned, transferred, or sublet by Lessee and Lessee agrees to notify Lessor immediately in writing of any change in ownership of Lessee's boat. Lessee acknowledges that the use of the facilities is at Lessee's sole risk and that facilities are rented "as is," without any warranty whatsoever, whether express or implied, including by way of representation, but not of limitation, the following: fitness for intended use or purpose, or merchantability.
8. The Lessee and the vessel will indemnify and hold harmless the Lessor for the consideration herein before set forth from any cost, expenses, damages and against all claims, demands, loss, damage, or liability that may be asserted by anyone due to:
 - (a) Property loss of any type, property damage due to fire, theft, collision, or property loss from any other cause to said Lessee's vessel, motor, sails, furniture, equipment, tackle, or appurtenances, or to any other property contained in or on Lessee's vessel or on the marina premises; and
 - (b) Any personal injury, death, or illness arising from the occupancy or use of the marina premises or facilities, where such injury or damage is caused in any part, regardless of how slight, by the acts or omissions of the Lessee, his agents, servants, invitees, or employees; and
 - (c) Any alleged damage, or loss to marine property, non-marine property, or personal injury caused in part, regardless of how slight, by Lessee, his agents, servants, invitees, or employees.
9. This agreement is to provide a slip/space rental. There is no agreement to create a bailment of the vessel, nor do the parties intend to create a bailment of the vessel. This agreement is merely for the renting of a mooring space by Lessee for his vessel. There is neither temporary nor permanent dominion or control exercised over said vessel by Lessor, but said control is to remain in Lessee at all times. This agreement is for the use of space only and such space is to be used at the sole risk of the Lessee. The Lessor shall not be liable for the care and protection of the boat, including her gear, equipment, and appurtenances at any time.
10. The Lessee agrees that he and his vessel shall be responsible for any damages caused to any property of the marina, as a result of any collision, impact, or otherwise, by the Lessee's vessel and the marina pier, regardless of whether the Lessee agrees to waive any and all rights to limitation of liability in any action brought on account of such damage caused.
11. It is the full responsibility of the Lessee to make arrangements for the safety and protection of his boat and appurtenances. It is further understood and agreed that in the event of storm, weather, or other conditions beyond the control of the Lessor, the Lessor may require Lessee, at Lessor's sole judgment, to move his vessel to another location or to require the Lessee to seek other shelter in another place and Lessee agrees to move such vessel at the instruction of the Lessor and further agrees that if the Lessee or the crew shall not be available, that the Lessor may undertake to move the vessel itself and agrees that the Lessor shall not be liable or responsible for any damage which may occur to the vessel, either during such movement or as a result of any damage from storm or other *force majeure*.
12. This agreement shall be in full force and effect, unless terminated under one of the following conditions:
 - (a) By destruction of the slip/space facilities by fire, storm, acts of God, acts of government, acts of third parties, or other calamity.
 - (b) By breach or default of the terms of this agreement or the rules of the marina, as solely determined by Lessor.
13. When a vessel enters the marina, it comes under the jurisdiction of the marina and will be maneuvered as directed and berthed only where ordered. Vessels entering the marina under emergency conditions shall be reported immediately by the operator to the marina.
14. Lessee shall not use the facility for any illegal purpose or in any illegal manner.
15. Lessee agrees to comply with rules and regulations both posted and/or contained herein and should breach of this agreement or violation of rules and regulations occur, this agreement shall terminate immediately at the option of the Lessor. Lessee agrees that upon such violation the Lessor may immediately remove the boat without notice to Lessee from her mooring at Lessee's risk and expense and take possession of the mooring slip.
16. If Lessee anticipates having his boat out of the slip for an extended period of time, he shall so notify the Lessor in writing in advance. The Lessor may lease this slip out for other purposes during this period. No subletting of slips or transfer of boats between slips will be allowed by Lessee. Should Lessee's slip be vacated for more than 30 days without notice to Lessor, the slip shall be considered abandoned and shall revert to the Lessor and may be re-rented at the Lessor's discretion. No refund of any rental fee shall be paid.
17. All boats will be secure in their berths in a manner acceptable to the Lessor or the Lessor can adequately secure the boat and assess the Lessee a service fee. Lessee agrees to furnish, install, and maintain adequate dock lines.
18. Lessee (including guests for whom he is responsible) agrees to conduct himself at all times when on marina property or on any boat berthed at the marina so as not to create disturbance, annoyance, hazard, or nuisance to the marina or other Lessees. Lessee will observe good housekeeping and sanitation practices, including the use of proper garbage receptacles. Noise shall be kept to a minimum at all times.
19. Causing or permitting charcoal fires or any other type of fire on the docks shall be a breach of these regulations, unless specifically authorized by the marina.
20. Painting, scraping, or repair of gear shall not be permitted on the docks. The extent of maintenance or repair work an owner may perform on his vessel while within a slip shall be at the discretion of the Lessor. All painting operations should take place in the designated vessel maintenance area. Diving, swimming and underwater hull cleaning is prohibited in marina waters.
21. Owners shall not store or place supplies, bikes, equipment, dinghies, skiffs, surfboards, accessories, or materials or debris of any kind on docks. Owners shall not lay or fasten any carpet to the docks.
22. Laundry shall not be hung on boats, docks, or finger piers in the marina, nor shall "For Sale" signs or signs offering a boat for charter be displayed on boats. Should Lessee's boat be offered for sale, Lessee will notify Lessor immediately and agrees to abide by the Lessor's rules concerning sales and demonstrations, or to remove the boat from the premises at the request of the Lessor.
23. Owners shall keep pets on their boats, or on a leash when walking them. Pets shall be walked in designated areas only. Owners are responsible for cleaning up after their pets and for disposing of pet waste in the dumpster.
24. The Lessor prohibits live aboards without the prior written consent of the Lessor.
25. Advertising or soliciting shall not be permitted in any part of the marina.
26. Garbage, refuse, or waste shall not be thrown or otherwise disposed of into the marina's water. All garbage and waste shall be placed in containers supplied for that purpose. No person shall discharge oil, fuel, solvents, hazardous materials, or flammable liquids into the marina waters. Discharge of marine heads is prohibited in marina waters. Use shoreside restroom facilities.
27. The Lessor may employ security personnel for protection of marina property. Security personnel are not responsible for Lessee's property.
28. Lessee agrees to limit vessel speed to four knots while within marina waters and motor vehicle speed to 5 miles per hour while driving within marina property.
29. The Lessor shall not be held responsible for electrical interruptions or outages or the result of damages therefrom. Drinking water services will only be available from approximately April to October.
30. Vessel topsides must be kept in shipshape condition at all times and no laundry, towels, bathing suits, or other such items shall be hung on boats or docks at any time.
31. The use of unvented kerosene heaters and wood burning stoves is prohibited. Unattended electric heaters are also prohibited.
32. The Lessor is authorized to remove and/or operate the Lessee's boat during any repairs the Lessor deems to be necessary to protect the vessel or premises. Lessee is required to leave a set of keys in the marina office to accomplish this purpose.
33. Young children should be accompanied by adults at all times. Life jackets will be worn by all children or infants while on the marina property.
34. Prior written notice must be given to the Lessor by the Lessee before outside service contractors will be permitted to board the Lessee's boat. Also, all outside service contractors must provide evidence to the Lessor of current liability insurance and Workers' Compensation insurance sufficient to insure against any potential damage to the Lessor's facilities, and the boats in the marina.
35. Dinghy racks are available to slip holders on a first come, first served basis at an annual charge of \$45, billed upon contract renewal. Dinghies are to be stored in racks or on your boat when not in use. Dinghies are not to be tied in neighbors' slips, at any floating dock, or under the dock.
36. If any term, covenant or condition of this agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of this agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.