

BREEZY POINT MARINA
2012-2013 BOAT SPACE RENTAL AGREEMENT
5230 Breezy Point Road, Chesapeake Beach, Maryland 20732

SLIP – Annual 2/1/12 – 1/31/13 () Monthly () Daily ()

LAND STORAGE – Seasonal 4/1/12 – 11/30/12 () Monthly () Daily ()

WINTER STORAGE-12/1/11 – 3/31/12 () LONG TERM STORAGE - Monthly ()

THIS BOAT SPACE RENTAL AGREEMENT is entered into on this _____ day of _____, 20__ between Breezy Point Marina Inc., and the Boat Owner named below.

(Boat Owner Name) _____,

(Street) _____,

(City) _____, (State) _____, (Zip) _____,

Home # _____ E-mail Address _____

Work # _____ Cell Phone # _____

Boat registration number _____ Boat Name _____ Boat Length _____

Make and Model _____

This Agreement covers: BOAT SLIP # _____ LAND STORAGE STICKER # _____

The term of the agreement shall be from: _____ to _____.

The total fees for the space rental are \$ _____ (ALL RATES DUE PRIOR TO CONTRACT TERM. SLIP DEPOSIT DUE 12/1/11)

Trailer storage (\$150.00 for the full storage agreement period or \$30.00 per month) \$ _____

**Trailer Information Tag # _____ Manufacturer _____

We will assume failure to provide proper trailer information and storage fee as your notice to us that you have removed your trailer from Breezy Point Marina and do not intend to store it on marina property. (Fee for storage of trailer is \$150.00 annual or \$30.00 per month.) Please Initial _____

Breezy Point Marina, Inc. acknowledges receipt of \$ _____ Cash _____ Check # _____.

1. **SLIP USE/LAND STORAGE USE:** Breezy Point Marina, Inc. will have full use of slip/land storage space whenever Boat Owner is not using slip/land storage space. Breezy Point Marina, Inc. reserves the right to relocate Boat Owner's boat to a comparable slip/land storage space if the need arises. Boat slips and land storage spaces are provided in an "as is" condition. Slips and land storage space shall be limited to one boat per slip/space. Only the boat described above, registered in the name of the Owner, shall be stored pursuant to this Agreement.
2. **TRAILER IDENTIFICATION:** Boat Owner name must be printed on the port side of the trailer tongue.
3. **LIABILITY:** Breezy Point Marina, Inc. cannot and will not be responsible for loss of any kind, regardless of the cause, including wind storms, theft, pilferage, fire, water damage, hail, vandalism, freezing or heat loss, Acts of God, personal injury suffered by any boat owner or guest of boat owner, or negligence by Breezy Point Marina, Inc or its staff. To the fullest extent permitted by law, the Boat Owner releases Breezy Point Marina, Inc. and its staff from any and all liability.

4. **INSURANCE:** The boat is to be placed in the slip entirely at the Boat Owner's risk. Breezy Point Marina, Inc. will not be responsible for damage to or theft of property or possessions. Be cautious about leaving valuables unattended. This space rental agreement does not create or establish a bailment. Boat Owner must have adequate comprehensive and liability insurance on all boats, trailers, and other vehicles to protect from loss. **Breezy Point Marina, Inc. will require a copy of the certificate of insurance upon submission of this agreement.**

Insurance Company Name: _____

Policy No.: _____ Expiration Date: _____

5. **PETS:** All pets must be kept on leash and waste must be picked up immediately.
6. **SIGNS:** No FOR SALE signs or any other signs without management permission.
7. **TRASH:** Please use plastic trash bags and deposit in dumpster. Cabinets, bicycles, furniture, refrigerators, freezers, or other items must be kept inside the boat or storage box. Trash cans must be placed on boat when you are not on the property. Loose items around the slip may be picked up as trash.
8. **FISH CLEANING:** The Department of Natural Resources prohibits dumping fish carcasses in our channel. Tie them securely in plastic bags if they must be left in our dumpsters. This cuts down on the odor. Use fish cleaning area ONLY!
9. **TRANSIENT DAILY RENTAL:** Boat slips are rented by contract term or overnight *only*. Only one boat is allowed in or around each boat slip including jet skis. All overnight dockings are charged \$1.00 per foot, per night, payable at the Bait and Tackle Store/Gas Dock by closing of business for that day. Please report trespassers to the Bait and Tackle Store. No boats may be docked in the canal or in front of the Bait and Tackle Store/Gas Dock.
10. **FEES: (Slips)** Fifty percent (50%) of slip rental due by December 1, 2011. Balance must be paid by January 31, 2012. (If monthly rate is used, payment is due the first day of each month rented or fraction thereof.) Boat Owner agrees to have vessel hauled by Breezy Point Marina, Inc. at Boat Owner's expense, and placed in storage if space rental amount is 30 days past due. Slip availability cannot be guaranteed if payment is not received by due date.
(Land Storage) All land storage is due when agreement is signed.
- Boats stored without contract agreement are charged \$25.00 per day. Late payments will be subject to a service fee. (1.5% per month, 18% annually for all unpaid balances 30 days past due.) There will be a \$35.00 service charge for any returned checks.
11. **PUMP OUT:** Pump Out Station is located at the Gas Dock and is available 24 hours, free of charge. Toilet systems on your boat must be Coast Guard approved.
12. **RAMP USAGE:** The ramp is available at the rate of \$10.00 per use at all times except when launching or hauling the boat covered by this agreement.
13. **MAINTENANCE AND REPAIRS:** Boat Owner will have land space provided by Breezy Point Marina, Inc. for a period of 72 hours for maintenance purposes, free of charge. After this period, a fee of \$25.00 per day will be assessed for each day or fraction thereof until boat is returned to slip.
14. **SLIP AREA:** No adjustments to docks or slip permitted unless approved by the office. No ornaments or other objects shall be placed on or near boat slip or on grass near slip. All power cords leading from boat to power supply must be approved by the office. All power cords must be secured in a manner that they do not enter the water of the marina basin.
15. **DO-IT-YOURSELF REPAIRS:** All repairs must be cleared by the office before performing work, i.e., pulling engines, exterior/interior painting, fiberglass repairs, any major mechanical repairs, etc.
16. **WINTERIZING:** Water is available in the marina April 15th - November 15th. Although it may be available for a longer period, the water is shut off during the winter months to prevent pipes from freezing and breaking. There is no de-icing system at the marina.
17. **ELECTRIC:** Breezy Point Marina, Inc. is not responsible for ensuring that you receive your electric bills. You must have your bills mailed directly to your home address.
18. **FUELING OF BOATS:** All fueling must be done only at the gas dock. Anyone who fuels their boats anywhere else on the property other than the gas dock is in violation of this contract and it will be terminated immediately. No Exceptions.
19. **CHANNEL DREDGING:** Due to our location on the bay, it is common knowledge that there are sand bars outside our channel that shift with storms. You are responsible for your boat being tied correctly or secured correctly and for navigation in and out of

the channel. Breezy Point Marina, Inc. is not responsible for crab pots or other submerged objects. In the event of a natural disaster, or Act of God, or for any reason such as hurricane, that would cause our channel to become impassable, refunds will not be given for the time that the channel is impassable or for damage to boats or equipment. You accept these risks when renting space. Should a boat sink, the Boat Owner will be notified and it is the Boat Owner's responsibility to remove it. If this is not done immediately, Breezy Point Marina, Inc. will have the boat removed at the Boat Owner's expense.

20. **CHILDREN AND GUESTS:** Children under 21 must be accompanied by a responsible adult unless prior approval is given by the office. Boat Owner is liable for the actions of his/her children and guests. Vandals will be prosecuted.

21. **DAMAGES:** If any damaged personal property (boats, trailers, vehicles, etc.) is observed at the marina, please report it to the Bait and Tackle Store/Gas Dock.

22. **NO:**

No refunds.

No go-carts, golf carts, etc.

No firearms, firecrackers, or fireworks, of any kind.

No loud noise or loud radios at any time.

No open fires or fireboxes including charcoal grills

No grills should be operated within 25' of a boat or vehicle.

NO DISCHARGING OF WASTE LIQUIDS.

23. **SUBLEASING:** Not permitted.

24. **FIRE EXTINGUISHERS:** Boat Owner must supply a (2A 10BC type) fire extinguisher for each vessel or slip.

25. **SLIP ADDITIONS/REPAIRS:** The Breezy Point Marina, Inc. office must approve any additions, repairs, improvements or changes to the finger pier, bulkhead or parking area.

26. **TERMINATION:** Either party may terminate this Agreement within seven (7) days written notice of termination, given by mail or delivery to the addresses set forth above. Breezy Point Marina, Inc. reserves the right to terminate the privileges granted at any time without refund for disorder, intoxication, or non-compliance with the above rules. Upon notice of such termination, the Boat Owner shall remove the boat from the slip within seven (7) days. Should the Boat Owner fail to do so, the Boat Owner hereby authorizes Breezy Point Marina, Inc. to remove said boat and any other property at the expense of the Boat Owner. Breezy Point Marina, Inc. may remove the boat and any other property at the expense of the Boat Owner to any other wet or dry storage selected by Breezy Point Marina, Inc. The Boat Owner shall be responsible for all costs of such removal and continued storage. The Boat Owner further assumes all risks, damages, claims and expenses, including risks of damage to the boat, incurred in connection with such removal and/or storage and releases and holds Breezy Point Marina, Inc. harmless from all liability and costs in connection therewith. Upon expiration or termination of this Agreement, Boat Owner shall leave the slip and surrounding area in the condition it was in prior to any use by Boat Owner, clean and free of all debris. If Boat Owner fails to vacate the slip on the expiration or termination date, if Boat Owner fails to leave the slip and surrounding area in the condition it was in (ordinary wear excepted), if Boat Owner fails to leave the surrounding area clean and free of debris, or if Boat Owner fails to abide by any other terms and conditions of this Agreement, Boat Owner shall be responsible for the transient rate for each day past the termination date, all costs and expenses, late payment charge of five percent (5%) per month for payments made after 10 days of due date, and collection expenses including reasonable attorneys' fees, incurred by Breezy Point Marina, Inc..

This Agreement may be terminated by Breezy Point Marina, Inc. on thirty (30) days notice, with or without cause.

27. **BOAT SLIP RENTAL AGREEMENT CHANGES:** This Agreement cannot be changed except by written permission from Breezy Point Marina, Inc. Breezy Point Marina, Inc. reserves the right to make decisions or additions as deemed proper.

28. If you do not renew your slip by the end of this contract, you boat will be assessed a storage fee of \$25.00 per day until it is removed from the marina property. Your boat may have to be moved to a long term storage area. The Boat Owner will be responsible for all associated fees.

Boat Owner acknowledges that he/she has read, understood, and agreed to comply with this Agreement and the Breezy Point Marina guidelines.

THIS IS A LEGALLY BINDING CONTRACT.

BOAT OWNER: _____ Date: _____

COMPANY: **BREEZY POINT MARINA, INC.**
5230 Breezy Point Road
Chesapeake Beach, MD 20732

By: _____ Title: _____ Date: _____