

EDWARDS BOAT YARD, LLC

3420 EDWARDS LANE BALTIMORE, MARYLAND 21220

PHONE 410-335-2311

email: BoatYard3420@aol.com or EdwardsBoatYard@gmail.com

SLIP RENTAL CONTRACT

Name of Boat _____ Year _____

Make _____ Model _____ Length _____

Permanent MD # _____ **MD** _____

IN THE WATER SEASON BEGINS MARCH 1 & ENDS NOVEMBER 30, IN THE WATER FEES ARE \$500 PER WINTER

Season (March 1 to November 30) Seasons Rate _____ 2 Payments _____ Wet Wharfage Slip # _____

TENANT INFORMATION

Name _____

Address _____

Home Phone _____

Cell Phone _____

Emergency # _____

EMAIL ADDRESS _____

Boat Insured By _____

Additional Owner:

Name _____

Address _____

Home Phone _____

Cell Phone _____

Emergency # _____

EMAIL ADDRESS _____

Binder or Policy Number _____

This contract shall constitute an agreement between the TENANT and W.H. Bissell - Edwards Boat Yard, LLC (hereinafter referred to as "LANDLORD"). The LANDLORD does hereby rent space for said boat, subject to the following rules and regulations or any other rules that may be posted. It is understood and agreed by the TENANT that the LANDLORD will not be held responsible or liable for any damages to or loss to said boat, its tackle, gear, equipment or property from any cause whatsoever, or injury to TENANT, owners or their guests upon the premise of the LANDLORD or adjacent thereto. The TENANT and the LANDLORD understand and agree that this Rental Contract shall be governed by the following Rules and Regulations and TENANT specifically agrees to the terms of same and agrees to abide by same.

RULES & REGULATIONS

1- TENANT hereby agrees to pay the amount on the attached invoice, all said sums to be paid in advance of TENANT'S occupation of the slip. In addition, TENANT agrees to pay all additional sums which may come due hereunder pursuant to other provisions of this Lease, including the payment of late fees pursuant to Section 2 below.

2- In the event any rent is not paid when due (including the payment of any additional rent which may come due for any services performed by the LANDLORD under this lease for the benefit of the TENANT), for all such sums which remain due more than thirty(30) days past their due date, the TENANT agrees to pay a late fee equal to EIGHTEEN PER CENT (18%) ANNUALLY or ONE & ONE-HALF PER CENT (1 ½ %) MONTHLY of all sums outstanding.

3- Upon the expiration of the Term established hereunder, this contract shall continue in effect from month to month, but may be terminated by either party upon ten(10) days written notice to the other party. In the event LANDLORD terminates this contract & TENANT does not remove the vessel being berthed hereunder at the marina within said (10) day period, then in addition to any late fee due hereunder, the storage fee shall be increased to thirty(30) dollars per day, for each day after the ten(10) day notice period, for which the vessel remains at the marina.

4- TENANT CANNOT ENGAGE OUTSIDE CONTRACTORS OR SERVICEMEN TO WORK ON TENANT'S BOAT AT THE MARINA WITHOUT PRIOR WRITTEN PERMISSION FROM THE LANDLORD. OUTSIDE CONTRACTORS MUST BE ON A LIST APPROVED BY EDWARDS BOAT YARD.

5 - The TENANT shall be responsible for the proper securing of his boat in the slip. He shall be held responsible for damages to other boats, catwalks, piers, etc., due to negligence or the use of deteriorated or improper lines.

6 - The LANDLORD does not have insurance to cover the property of the TENANT this includes damage from fire, theft, vandalism, windstorm, high or low water, hail, rain, ice, collision or accident or any other act of God. Prior to the TENANT'S occupation of the leased slip hereunder, the TENANT shall provide the LANDLORD, with evidence satisfactory to the LANDLORD, that the Tenant's boat is insured in amounts, and for events, satisfactory to the LANDLORD. The Tenant's failure to provide said evidence of insurance, and failure to keep said vessel insured at all times during the term of the lease hereunder, is grounds for immediate termination of this lease, said determination to be made in the sole discretion of the LANDLORD.

7 - If the TENANT desires to dock a boat other than the one described in this agreement, he must first secure permission of the LANDLORD and pay any additional fees, as applicable.

8 - When the TENANT temporarily leaves the Marina with his boat for more than thirty(30) days, he shall notify the Marina of his intended date of return. The LANDLORD will pay no refund for non-use of the slip, or for any period of time when the TENANT is not occupying or using same. The LANDLORD reserves the right to use the leased property hereunder, when not occupied by the TENANT, at the LANDLORD'S own profit and without adjustment in the rent due from the TENANT, and without any contribution, reimbursement, or other adjustment or payment made by the LANDLORD to the TENANT.

9 - Subleasing your slip is prohibited. If the boat is sold the slip does not accompany the boat.

10 - In the event the TENANT'S boat shall, for any reason, sink, or appear to be sinking while berthed in a slip, at dockside, or while otherwise occupying marina waters, the LANDLORD may take immediate steps to pump, raise, or remove said boat, all costs to be at the TENANT'S expense (said determination to be made in the sole and absolute discretion of the LANDLORD). In the event the LANDLORD elects to so remove, pump, raise or otherwise move said boat, it shall make reasonable efforts to contact the TENANT in advance. In addition, the TENANT waives any and all claims it may have against the LANDLORD, including all of its members, agents, employees, officers, successors and assigns, for any damage, loss or other injury sustained as a result of the LANDLORD, movement or raising of TENANT'S boat pursuant to this section.

11 - The LANDLORD does not guarantee the continuity of electrical service, where provided.

12 - Carrying of gasoline in containers and filling the boat in the slip or anywhere on the premise is strictly forbidden. No charcoal grills or open flame devices will be allowed on piers or catwalks, or on the boat while in the marina.

13 - Any additions to the piers or catwalks such as dockboxes, etc. are strictly prohibited unless prior approval, in writing, is obtained by TENANT from the LANDLORD. No diving or swimming is allowed in the marina. Welding or sandblasting or burning of paint prohibited.

14 - The TENANT agrees that in the event suit is brought on behalf of the LANDLORD against the TENANT to collect amounts due, or to become due hereunder, or to enforce any appropriate maritime or other liens, the TENANT shall pay the LANDLORD'S reasonable attorney fees for such suit or collection plus costs as provided by law.

15 - Competitive selling or wholesaling on the property of the LANDLORD is prohibited.

16 - Cancellation of this agreement by the LANDLORD may result in a pro rata adjustment of unearned rental fee.

17 - The TENANT hereby authorizes the LANDLORD to remove the TENANT'S boat from the slip if, in the opinion of the LANDLORD, the boat, pier, catwalk, or other boats will be damaged by the TENANT'S boat remaining in said slip or if the boat shall sink or appear to be sinking while in a slip, at dockside, or occupying marina waters (said decision to be made in the sole and absolute discretion of the LANDLORD), and in the event said removal is made by the LANDLORD, all costs incurred in connection therewith shall be paid for by the TENANT and deemed to be additional rent. The TENANT'S authorization for the LANDLORD to make said removal of the TENANT'S boat imposes upon the LANDLORD the right, but not the requirement, to remove said the TENANT'S boat from the slip. In the event The TENANT'S vessel is not removed from the slip and any damage is incurred by the TENANT to the TENANT'S vessel during the term of this Rental Contract (including but not limited to damage due to water freezing, the boat sinking, a fire on the TENANT'S boat, damage to the TENANT'S boat by another the TENANT'S boat or by another the TENANT), the LANDLORD shall have no liability and the TENANT specifically waives any right to bring any such cause of action, claim or request for reimbursement against the LANDLORD. Further, in the event the TENANT'S boat causes any damage to the pier, catwalk, or another boat, The TENANT shall pay for all such damages and hereby holds the LANDLORD harmless with respect to said damages and hereby agrees to indemnify the LANDLORD of the obligations The TENANT has agreed to hereunder. In addition, the TENANT waives any and all claims it may have against the LANDLORD, including all of its members, agents, employees, officers, successors and assigns, for any damage, loss or other injury sustained as a result of the LANDLORD'S removal of the TENANT'S boat pursuant to this section.

18 - WINTER The TENANT shall be responsible for disconnecting the batteries and removing the boat drain plugs when the boat is in dry storage. The TENANT shall remove any personal property, including electronic gear, from the boat prior to winter storage. It is understood and

agreed that the LANDLORD will not be responsible for any items of personal property left aboard the boat. – WINTER In the event the LANDLORD is storing the TENANT's boat during the winter months, the TENANT is responsible for winterizing the TENANT's boat and for otherwise preparing the TENANT's boat for winter storage, unless the TENANT has made separate arrangements with the LANDLORD to winterize said boat pursuant to a separate contract. the LANDLORD assumes no liability for the TENANT's improper winterization of the TENANT's boat or for the TENANT's improper preparation for winter storage of the TENANT's boat and the TENANT hereby waives any and all claims he may have against the LANDLORD for any damages sustained by The TENANT for claims related to winter storage. In addition, the TENANT waives any and all claims it may have against the LANDLORD, including all of its members, agents, employees, officers, successors and assigns, for any damage, loss or other injury sustained as a result of the LANDLORD's removal of the TENANT's boat pursuant to this section.

19 - If at the end of the TENANT's term for the lease of the slip, the TENANT shall fail to remove the boat from the slip, the TENANT hereby authorizes the LANDLORD, to remove said boat from the slip and agrees to pay unto the LANDLORD, all costs incurred in connection with said removal, including but not limited to lift fees, removal fees, storage fees, legal fees, and any other costs incurred by the LANDLORD in removing said boat. In addition, the TENANT waives any and all claims it may have against the LANDLORD, including all of its members, agents, employees, officers, successors and assigns, for any damage, loss or other injury sustained as a result of the LANDLORD's removal of The TENANT's boat pursuant to this section.

20 – Abandoned Boat- If the boat is abandoned then the TENANT hereby agrees that the LANDLORD may remove the boat from the slip and put it in dry wharfage and the TENANT will be charged for slip fees ,dry wharfage and legal fees and personally agrees to pay for the removal of the boat.

21 - The parties hereto expressly waive their right to have a trial by jury in any matter or thing whatsoever arising out of this Rental Contract or of the parties' relationship related to the Tenant's use of the marina operated by the LANDLORD.

22 - This Rental Contract shall be construed in accordance with the laws of the State of Maryland and the TENANT specifically agrees to the jurisdiction of the Courts of Maryland with respect to any dispute arising under this Rental Contract or any other dispute arising between the TENANT and the LANDLORD and further, Lessee agrees that in the event of any such dispute, that all such disputes shall be resolved in a court of competent jurisdiction in the State of Maryland and expressly waives the right to bring any cause of action in any other State and to the extent diversity in jurisdiction exists, or the TENANT otherwise desires to bring any such dispute in a United States Federal Court, the TENANT specifically acknowledges that the United States District Court for the District of Maryland shall have jurisdiction and agrees to the jurisdiction of same.

23 - In the event "additional owners" are designated on the first page of this Rental Contract, the TENANT hereby warrants that he has the authority of the "additional owners" to enter into this Rental Contract and by virtue of the TENANT's signature below, warrants that he has secured the agreement and consent of the "additional owners" to execute this Rental Contract and that the "additional owners" hereby consents to and agrees to all of the terms of this Rental Contract and the TENANT further agrees to indemnify and hold the LANDLORD harmless, and shall reimburse and pay unto the LANDLORD, all damages which it may incur as a result of the TENANT's breach of this covenant.

24 - All references to the term "marina" used in this Rental Contract shall be construed to mean the buildings, seawall, piers, catwalks, slips, docks, and waters from which the LANDLORD operates a maritime service and marina situate at 3420 Edwards Lane, Baltimore, Maryland 21220, including the waters adjacent thereto extending into Frog Mortar Creek, Baltimore County, Maryland.

25 - If a "Marina Slip Tax " is enacted by the State or County then that "Tax" or fee will be passed to the slip holder as directed by the regulations.

26 – At no time shall TENANT live aboard any boat on LANDLORD'S premises, whether same shall be berthed in a slip or being stored on land pursuant to a Winter Storage Agreement. The issue of whether TENANT'S conduct with respect to a given boat constitutes "living aboard" shall be made in the sole discretion of LANDLORD. "Live aboard" shall, with respect to boats being stored for the winter, include TENANT occupying the boat for any purpose other than to perform work authorized by LANDLORD or to obtain or remove personal belongings. Violation of the "live aboard" prohibition found herein shall be considered a material breach of TENANT'S obligations to LANDLORD and is subject to the immediate termination of TENANT'S continued right to make use of the LANDLORD'S slip or winter storage, as the case may be.

27 – Under no circumstances shall TENANT use the leased slip for purposes of operating a commercial boating or charter business, including the rental of TENANT'S boat on a seasonal, weekly, daily or hourly basis. If LANDLORD determines that TENANT is utilizing the slip for the purpose of operating a commercial boating or charter business of any nature or is renting or sub-letting TENANT'S boat in any manner, with all such determinations to be made in the sole and absolute discretion of LANDLORD, this Rental Contract may be terminated at LANDLORD'S discretion at any time. In the event of a termination of the Rental Contract under this section, TENANT shall be responsible for all rent, fees and costs through the end of the season.

28 – If Wet Wharfage(slip rent) is not paid on time LANDLORD reserves the right to put the vessel on land in Dry Wharfage or anchor the vessel out of the marina.

29 – **In the event LANDLORD terminates this contract and TENANT does not remove the vessel being berthed or stored hereunder at the marina within TWO(2) DAYS of the termination date, then in addition to any late fees due hereunder, the storage fee shall be increased to Thirty Dollars(\$30.00) per day, for each day after the termination date, for which the vessel remains at the marina.**

30 – TENANT agrees to pay for SUB METERED ELECTRIC for the TENANT'S slip when meter is read & invoiced.

I have read the foregoing Rental Contract and Rules & Regulations and agree to abide by them.

TENANT: _____ Date _____

By: _____ Date _____

W.H. BISSELL – EDWARDS BOAT YARD, LLC **PLEASE SIGN & RETURN WITH A COPY OF YOUR INSURANCE**