

Tilghman-on-Chesapeake Marina

Slip Rental Agreement

BETWEEN: TOC Facilities LLC (Hereinafter referred to as "TOC") AND:

Name _____ Hereinafter referred to as LESSEE

Address _____

City _____ State _____ Zip _____

Phone (H) _____ (W) _____ (C) _____

Boat Name _____ Manufacturer _____

Type: Power _____ Sail _____ Length (LOA) _____ Beam _____ Height _____ Reg/Doc # _____

Boat Ins Carrier _____ Pol # _____ Valid Through _____

It is agreed that TOC will provide the LESSEE with slip space and the use of restrooms, picnic tables and grills at the Tilghman-on-Chesapeake Marina (Hereinafter referred to as MARINA). The terms of this lease shall be from _____ to _____

1. In consideration thereof, LESSEE agrees to pay rental of \$_____, payable at signing of the lease. In the event that LESSEE stays over beyond the expiration date of this agreement and fails to execute a new rental agreement, TOC reserves the right to charge daily dockage rates for said LESSEE's vessel until date of departure.
2. The LESSEE agrees to comply with all the rules and regulations attached hereto and with any rules and regulations as adopted by the MARINA, its successors, and assigns, from time to time.
3. The LESSEE agrees that neither TOC nor any agent, servant, or employee of TOC shall be liable for any loss, damage, or personal injury to the property of the LESSEE, including the boat, its inventory and equipment, whether such loss, damage or personal injury be occasioned by fire, theft, collision, ice, sinking, ack of GOD, or any other cause or condition, same and except damage resulting from gross negligence of TOC, its agents, servants, or employees. This agreement does not constitute a bailment between TOC and LESSEE. The LESSEE hereby agrees to indemnify and save harmless TOC, its agents, servants, and employees from or against any claim arising from the maintenance, use, operation and/or storage of LESSEE's boat at the MARINA or occasioned to the LESSEE through the use of the marina facilities. The LESSEE must maintain adequate insurance coverage with respect to his responsibilities hereunder and undertakes to provide TOC with a copy of the current insurance policy declarations page.
4. The LESSEE agrees that in the event of destruction of the dockage facilities by fire, storm, or other calamity, TOC may terminate this agreement at TOC's sole option.
5. The LESSEE agrees that in case of emergency or during marine construction or repair of docks and bulkheads, TOC may move the boat from the particular space rented to any boat slip.
6. The LESSEE agrees that TOC reserves the right to board any boat if in its sole judgement this becomes necessary. In case of a calamity (such as fire, sinking, high winds, etc.), LESSEE agrees to allow TOC to take whatever measures it deems necessary to avoid damage to boats (LESSEE's and others) and MARINA property. Any emergency services or materials provided for LESSEE's boat will be billed to LESSEE.
7. The LESSEE shall not sub-lease the slip nor transfer nor assign the lease.
8. Waiver of any condition by TOC shall not be deemed a continuing waiver.
9. Further it is agree that if the LESSEE should fail to pay the rental fee as the same becomes due and payable or should the LESSEE fail to abide by the rules and regulations or should the LESSEE behave in a disorderly, dangerous or indecorous manner that might injure a person, cause damage to property or harm the reputation of TOC or the MARINA, or should the LESSEE otherwise breach this agreement, then in that event, and in its sole judgement, TOC shall have the right to terminate this agreement, to remove the LESSEE's boat and all property from the unit, retain possession of the slip, enforce any terms or conditions of this agreement, and LESSEE recognizes that in the event of a dispute, LESSEE will submit to the jurisdiction of the Courts of the State of Maryland for resolution of said dispute.
10. For the purpose of this agreement, the term LESSEE shall include the actual registered owner of the boat, members of his/her family, guests, agents, assigns, or other persons using the boat.
11. This agreement is not effective until accepted by TOC. A copy will be returned to the LESSEE.

LESSEE

DATE

Tilghman-on-Chesapeake Marina

DATE

THE ATTACHED **RULES AND REGULATIONS AND RATE SHEET** FORM AN INTEGRAL PART OF THIS AGREEMENT.

RULES AND REGULATIONS

- Boats must be operated, secured, and equipped so that they do not represent a hazard to the facility, other boats, or the boats themselves.
- LESSEES may not transfer boats between slips without prior written consent of TOC.
- Advertising or soliciting, with the exception of FOR SALE signs, shall not be permitted on any boat or dock within the marina. Furthermore, neither the boat nor the marina address shall be used for business purposes.
- Docks and piers must be kept clear at all times. Nothing may be affixed, altered or removed from the docks and piers without the express written consent of TOC. Painting, scraping and repairing of gear shall not be permitted on the docks or finger piers. The LESSEE must ensure that any work done to the LESSEE's boat does not create a disturbance, endanger, damage, obstruct or deface the Marina's facilities or other boats.
- Parking of vehicles and golf carts is prohibited on the causeway except for loading or unloading of boats in the marina.
- Open fires must be attended at all times and are not permitted within 50 feet of docks or boats. The use of grills or any other open flames is totally prohibited on any boat berthed at the Marina.
- TOC reserves the right to limit and govern parking spaces in the Marina. LESSEE's and their guests shall limit their overnight accommodation to the boat itself and will not make use of trailers, recreational vehicles of any type or camping equipment on the Marina property.
- Pumping of oily bilges or the discharge of any oil, spirits or inflammable liquids is strictly forbidden within the Marina. Boat heads must not be discharged overboard while the boat is at the Marina. Everyone is expected to abide by all Federal and State laws related to the discharge of any materials into the waterways.
- Congeniality is a requisite for tenancy. Noise shall be kept to a minimum at all times to avoid creating a nuisance or disturbance. After 10PM, quiet time shall be enforced. Halyards and stays must be tied off and secured at all times.
- Pets are permitted only if they do not create any disturbance. All pets must be kept on hand-held leashes and exercised in designated areas or off the Marina property. Pet owners are responsible to clean up after their pets.
- Swimming, diving or fishing shall not be permitted from the docks or finger piers. Everyone is expected to abide by the posted rules regarding the swimming pool and other recreational amenities.
- All boats are to be maintained in a sound "Bristol" and seaworthy condition. When this fails to occur and/or the Marina considers there to be a risk of sinking, fire or other such hazard, the Marina may, at its sole discretion, give the LESSEE 30 days' notice in writing in which to correct the problem(s). Failure to do this will represent a default on the terms of this Lease.
- Tradesmen, servicemen, retailers or agents of any kind will not be permitted to solicit business on the premises. Prior notice must be given to the Marina management by the boat owner before any outside services will be permitted to board the boat. All outside contractors must provide evidence of current liability insurance and workman's compensation of sufficient coverage to insure against any potential damage to the Marina facilities or other boats in the Marina.
- Dinghies may be left in the water if the LESSEE is aboard the boat. At other times dinghies must be stowed on the boat.
- Boat trailer parking is available for TOC residents only. Empty trailers and trailers with boats may be stored in the designated area and may be stored in the off season. Trailer storage is not for boats that are inoperable, in poor condition or are no longer in use.

TOC MARINA FEES

SLIP RENTALS

BOAT SIZE

ANNUAL FEE

28ft & under

TOC Residents: \$2,000
Non-Residents: \$2,500

29ft & over

TOC Residents: \$2,500
Non-Residents: \$3,000

Electricity

Boats equipped with AC will be charged an additional fee of \$300/Yr.

Non-Resident Slip Holders

Optional Pool Privileges/Membership: \$800/Yr.

TRAILER & KAYAK STORAGE

Trailer Storage (Residents Only)

Resident & Slip Holder: No Charge
Resident, Non- Slip Holder: \$600/Yr.

Kayaks (Residents Only)

Year-round storage: \$100. Note: No charge If kayak is stored elsewhere from Dec 1 – Mar 31.

Wave Runners (Residents Only)

50% of trailer storage prices indicated

VISITORS

Boaters visiting TOC residents may dock for their visit. If they are visiting for the day and one overnight, there is no charge. A nominal fee of \$10 per night will be charged thereafter for overnight stays up to two weeks (14 nights). Any visitors staying longer than two weeks will be charged a \$300 slip charge.

Note: The season is designated from Apr–Nov.
Slip holders may keep their vessels in the water in the off-season at their own risk.