

*Water Street Properties, LLC
t/a Wellwood Marina*

523 Water Street
Charlestown, Maryland 21914

Larry Metz, Member

fax (410) 287-1204
(410) 287-6666

SUMMER DOCKAGE CONTRACT

NO REFUNDS

NO REFUNDS

Water Street Properties, LLC, t/a The Wellwood Marina, hererinafter referred to as "Lessor", does hereby lease unto _____, hereinafter referred to as "Lessee", the following designated boat slip or dockage in the Wellwood Marina under the following terms and conditions:

Slip No.: _____ Term Commencing _____ and ending _____
Name of Lessee: _____ Amount: _____
Home Address: _____
Business Address: _____
Home Telephone: _____ Business Telephone: _____
Cellular Telephone: _____ E-mail Address: _____
Boat Name: _____ Builder & Model: _____
Length: _____ Beam: _____ Year: _____ Number & State _____
Insurance and Policy No. _____

1. Lessee is responsible for any and all damages Lessee's boat may cause to Lessor's dock structures, pilings and other boats in the marina. In the event of such damage Lessor shall have a lien against the Lessee's boat, its appurtenances and contents, for any unpaid sums due to damage to any dock, property or person at the marina. If action is necessary to enforce this lien, or to collect any amount due under this agreement, or for any repairs, services or purchases, the Lessee and the vessel shall have an additional liability for reasonable attorney's fees.
2. This agreement is for the use of dock space only, at the sole risk of Lessee. The Lessor is not liable for loss or damage of any kind to Lessee's boat, her contents, gear or equipment for any cause whatsoever, including fire, theft, flood, windstorm, lightning, ice, hurricane, or other conditions. However, in case of emergency, the Lessor reserves the right to take any necessary precautions in the marina, and shall not be liable for loss, damage or personal injury to Lessee's property or person. Lessee hereby gives Lessor permission to move Lessee's boat in the event of impending hazard and Lessee shall not hold Lessor liable for damage resulting from either moving or not moving Lessee's boat.
3. Lessee agrees to indemnify and hold Lessor harmless for any property damage to the Lessee or their guests, invitees, agents or such other persons present on Lessee's behalf.
4. Lessee agrees to carry their own insurance in relation to Lessee's boat. Lessee accepts full responsibility for any pollutants that might be released from Lessee's vessel for any reason. Lessee further agrees to indemnify and hold Lessor harmless as a result of any liability from violating this provision.
5. All bills and items due unto Lessor by Lessee must be paid in full before Lessee's boat may be moved.
6. Lessee agrees to notify Lessor when any assigned slip will be vacated for twenty-four (24) hours or more and Lessor reserves the right to lease Lessee's slip during such period of Lessee's absence.
7. Lessee shall not assign, sub-lease or otherwise transfer this lease, without Lessor's prior written consent.
8. Lessee agrees to give Lessor sixty (60) days exclusive rights to sell his boat if Lessee's boat is for sale. No unauthorized "for sale" signs are permitted. In the event that the sale of a boat is started, promoted or consummated while that boat is on the premises of the marina, either ashore or afloat, the Lessor will receive the usual standard applicable brokerage commission. Boats will not be shown to other brokers unless specific arrangements are made.
9. Accounts not paid within twenty (25) days from date of invoice will be charged a service charge of 1 1/2% per month or 18% per annum on the unpaid balance.
10. Lessee agrees to abide by all Lessor's marina rules and regulations as promulgated and modified from time to time by Lessor, as if fully set forth herein.
11. Lessee further agrees to be bound by the terms on the reverse side of this Agreement.

_____ (Date) _____ LESSEE

Accepted by Water Street Properties, LLC
t/a Wellwood Marina _____ (Date) By: _____ LESSOR

Water Street Properties, LLC
t/a Wellwood Marina
523 Water Street
Charlestown, Maryland 2914

Slip Rental Rates for Open Slips

A. Summer Season: (May 1 to October 31)

\$90.00 per foot

Plus Electric (See Below)

Terms of Payment: 50% at time of Contract, Balance Due May 1.

B. Annual: Wet Storage Rate (May 1 – April 30)

\$120.00 per foot

Plus Electric (See Below)

Terms of Payment: 50% at time of Contract, 25 % Due May 1, 25% Due July 1.

Electric fee for each 30amp electric service of \$150.00 per season

Installation of additional amp service will be an additional charge

Cable service included

Water supplied to each slip

Access to Wellwood Marina bath facilities

This the entire agreement between the parties, and there shall be no modifications hereto unless otherwise provided in writing.

This Contract shall be governed by the laws of the State of Maryland.

TENANT

(Date) _____
