



RENTAL CONTRACT

23202 Green Point Road ♦ Worton, MD 21678 ♦ 410.778.1615 ♦ www.greenpointmd.com ♦ greenptlanding@gmail.com

Green Point Landing (hereafter “Marina” or “Leesee”) hereby leases to _____ (“**Owner**” or “**Lessee**”) above slip/mooring located with the property owned by Marina located in Worton, Maryland for a term commencing _____ and expiring _____ upon the terms and conditions set forth herein.

A. PARTIES AND VESSEL INFORMATION

Name of Owner (“Owner”)

Address City State Zip

Email Day Phone Night Phone

Make of Vessel: _____ Name of Vessel: _____

LOA: _____ Draft: _____ Make/Model of Engine: _____ Name of Dinghy: _____

Power Sail

Slip Mooring

Required:

1. Registration or Documentation number – state regulation;
2. Copy of insurance certificate with Green Point Landing named as additional insured; and
3. Duplicate key, location of key, or lock combination in case of emergency.

Location of Key or Combination

B. PAYMENT SCHEDULE

Please refer to the current Rate Schedule for details on fees and charges.

Please indicate which payment plan you prefer:

Standard Payment Plan

Deposit by October 1
Balance by April 1

Early Payment Discount

Paid in fully by 2/1
5% discount

Monthly Payment Plan

Pay over 6 months (Oct. – Apr.)
2% interest

C. SLIP/MOORING AGREEMENT

1. Payments under this contract are non-refundable. Failure to complete payments as scheduled shall, without limitation as to any and all remedies Marina may have either at law or in equity by reason of such failure, cause forfeiture of all previous payments to Lessor and all other sums owing Lessor by Lessee hereunder shall immediately become due and payable, together with interest thereon and costs, call as hereafter provided. In addition, Lessee shall, in the event of such failure, be deemed to have released any claim to the designated slip/mooring and Lessor will then be immediately free to rent said slip or mooring to any other person. Notwithstanding the foregoing, Lessee hereby expressly agrees that during any period in which rental payments, hereunder are in arrears, and during which Lessee's boat occupies a slip, mooring, or dry storage space, Lessee shall be chargeable at the then-current Daily Transient Rate, whether or not such period of occupancy extends beyond the term of this Lease.
2. If your vessel is not launched by July 10th your summer storage contract will begin automatically with 100% due immediately. If you plan to use your boat for only a portion of the summer season (1 month or less) you will be responsible for summer storage less a pro-rated amount of not more than 1 month.
3. It is understood and agreed by the parties that this is a lease of storage space and not a bailment agreement. Lessor assumes no responsibility for the protection, preservation or rescue of Lessee's boat or other personal property. It is further agreed that in the event Lessor undertakes efforts to protect, preserve, or rescue Lessee's property that no duty to do so shall be acknowledged or created thereby. Lessee further agrees that, in consideration of any such undertaking, Lessee agrees to hold Lessor harmless in connection with any loss which Lessee may suffer as a result of Lessor's acts.
4. Lessor expressly reserves the right to use and rent said slip/mooring when the designated yacht is absent, and the Dockmaster must be notified in advance when the yacht will be absent overnight and for how long.
5. This Contract is not transferable or assignable by the Lessee, and Lessee is also prohibited from subletting said slip/mooring.
6. Any accrued rent and other charges must be paid by lessee prior to the expiration of the term hereof or before the boat leaves the marina. A minimum notice of three working days prior to said departure must be given in order that a statement of all charges may be prepared. All charges accruing shall constitute a lien against the boat and the Marina may retain possession of the boat until all charges are paid. Any costs to the Marina incurred in collecting delinquent accounts, including attorney's fees and court costs, shall be charged against the boat and Lessee and service charge equal to 2% per month will be assessed on any unpaid balance that is more than 30 days delinquent.
7. Work undertaken by or on behalf of Lessee is at Lessee's discretion providing such work does not constitute a hazard, create a nuisance or interfere with the work of other boat owners or of Marina employees. Work performance by the Lessee at the Marina under any circumstances shall be performed solely by his/her immediate family and/or regular crew members. Use of competitive labor is strictly prohibited. It is understood that the Lessee will clean the area about his/her boat after each work effort or, at Lessee's option, this will be done by the Marina employees at the owner's expense.
8. The fact that Lessee chooses to store his/her boat at Green Point Landing does not require Lessee to use the service offered by the Marina or its employees, agents, contractors or subcontractors. If Lessee desires to use the services of others, Lessee may do so by removing his/her boat temporarily from the Marina and making it available at another firm's place of business. Notice of the date of departure and return must be given to the Dockmaster or General Manager of the Marina to ensure that the assigned slip is available upon the return of the boat.
9. Requests for adjustments or corrections of billings must be received in writing within 10 days of the billing date.

10. At the option of the Lessor, this Lease may be terminated if any portion of the Marina is damaged or destroyed by fire or other casualty, or upon breach of any of the covenants or conditions of this lease by the Lessee. If slip facilities are so damaged or destroyed, charges will be adjusted *pro rata*.
11. Neither Lessor nor any of its partners, agents, employees or personal representatives shall be personal liable to Lessee hereunder, and Lessee agrees to look solely to the property owned by Lessor and known as Green Point Landing for recovery for any damages caused by Lessor or its agents, partners, employees or personal representatives or for any damages arising out of Lessor's reach of any of its obligations hereunder.
12. Lessee shall keep its boat and property located at the Marina appropriately insured against loss by fire and other casualty, and shall attach proof of such insurance to this contract.
- 13.

REGULATIONS

- A. Courteous and considerate conduct is required on marina premises at all times.
- B. All boat owners will observe the rules of safe boating in the Marina area and in the marked channel.
- C. Boats will be operated so as to create a minimum of wash within the Marina area and in the marked channel.
- D. Dock boxes will be allowed for Annual Storage Fee of \$25. Boxes must be properly identified with the owner or boat's name.
- E. Mooring customers will be allowed one dingy or outboard or fuel tank in storage from April 1st to December 1st. All others may store a dinghy for \$15 per year or outboards for \$10 per year. Dinghies, outboards, etc. must be properly identified with owner or boat name. Any items left behind after December 1st or not properly identified will be disposed of.
- F. No motorbikes, mopeds, motorcycles will be operated or used on Green Point Landing roads or grounds except as transportation to and from Green Point Landing. No campers, tent-trailers, house trailers, or motor homes will be operated or used on the Green Point Landing roads or grounds. Please note that while non-motorized bicycles are permitted, they must be not hidden under any circumstances on the docks.
- G. Children must be supervised by an adult when off the boat. Destruction of property or bad behavior of the children will be cause for cancelling of the slip or mooring contract at the time of the incident. Any damage or destruction of property by children will be the responsibility of the boat owner.
- H. Fishing and swimming are not permitted from Marina docks
- I. Pets will be kept under control (leashed) and walked in fringe areas only.
- J. All trash will be placed in receptacles provided for that purpose, and walkways will be kept clean.
- K. It is required that after 11 P.M. noise be kept at a level that will not disturb neighbors who have retired.
- L. Charter parties will present written permission from the boat owner to the Marina Office in order to obtain admittance to the docks and board the charter vessel. A service charge will be required of boat owners chartering from the Marina docks.
- M. No open flame or barbecue cooking is permitted on the dock or on any boats moored in a slip.

- N. All halyards must be tied away from the mast before leaving this vessel. Marina is authorized to tie off offending halyard and bill owner for their service.
- O. Any boats without adequate dock lines will have those dock lines replaced by Green Point Landing at the expense of the owner.
- P. Boat owners are responsible for the complete safety of their boats, including watertight security and appropriate fire prevention provisions.
- Q. Continuous occupancy of any boat, *i.e.*, liveaboard, is prohibited from November 1 through April 30.
- R. The use of Marina equipment, *i.e.*, floats, workboat, scaffolding, etc., is prohibited.
- S. It is the responsibility of the boat owners to be in compliance with federal laws and regulations so as not to jeopardize his/her rights to remain at Green Point Landing.

14. Lessee has read and agrees to abide by the agreement and regulations set forth above. All charges for goods and services not covered by this Lease shall be at rates established on the current rate sheet, copies of which are available at the Marina office and online.

IN WITNESS WHEREOF, Lessee and Lessor have executed this Lease as of the date and year first above written.

I have read Green Point Landing's *Slip/Mooring Agreement* and agree to observe its terms and conditions.

Name of Lessee (Please print or type)

Signature of Lessee

Date

Signature of Lessor

Date