



MORGAN'S COVE MARINA

SLIP RENTAL AGREEMENT

SLIP # _____

Date: _____

Name: _____

Address: _____

Phone number: _____ mobile _____ landline

Email address: _____ Driver's License: _____

Car Year, Make and Model _____ License Plate # _____

Family Members: _____

VESSEL INFORMATION

BOAT BRAND _____ MODEL _____ TYPE _____ YEAR _____

LOA _____ BEAM _____ DRAFT _____ HIN _____

MOTOR BRAND _____ MODEL _____ SERIAL#(S) _____ YEAR _____

TYPE _____ HP _____ FUEL _____ TANK CAPACITY _____

REG# _____ DOC# _____ BOAT NAME _____

BOAT OWNER'S INS CO _____ POLICY # _____ AGENCY

NAME _____ PHONE# _____ AGENCY

ADDRESS _____ CITY _____ STATE _____

ADDITIONAL PEOPLE AUTHORIZED TO USE VESSEL () IMMEDIATE FAMILY MEMBERS AND/

OR _____

IN AN EMERGENCY, NOTIFY _____

CONTACT



MORGAN'S COVE MARINA

The Agreement commences on January 1, 2024 and ends (unless otherwise terminated as provided herein) on December 31, 2024 subject to the renewal of this Agreement and its terms may be renewed for additional periods upon agreement of both parties as to rates, conditions, space involved and payment of all specified fees and services. All fees are due upon signing of this Agreement and then on a weekly/monthly basis thereafter in accordance with the Terms and Conditions of this Agreement. No refunds are allowed. Rates are as stated below (check box next to the appropriate slip rental):

2024 RENTAL RATES

Slip Rental - Prepaid

3 months	\$350	_____
6 months	\$625	_____
Annual	\$1200	_____

Slip Rental - Transient

Weekly	\$50	_____
Monthly	\$125	_____

Dry Docking

Weekly	\$25	_____
Monthly	\$75	_____

Boat Ramp

Per launch	\$25	_____
Annual	\$150	_____

Electrical service is not included in the above rates.

CONTACT



MORGAN'S COVE MARINA

BOAT OWNER (S) CERTIFY THAT THE PROVISIONS TO THIS AGREEMENT TOGETHER WITH THE MARINA RULES AND REGULATIONS, HAVE BEEN READ AND THE TERMS AND CONDITIONS ARE FULLY UNDERSTOOD. BOAT OWNER (S) CERTIFY THAT A COPY OF THIS AGREEMENT HAS BEEN RECEIVED AND THAT THE SPACE FOR THE SUBJECT VESSEL HAS BEEN EXAMINED AND IS DEEMED SUITABLE AND ACCEPTABLE.

ACCEPTED BY (Boat Owner) _____

ACCEPTED BY (Co-Owner) _____

DATE _____

CONTACT

1. DEFINITIONS: For purposes of this Agreement, the term "Boat Owner" will include the registered owner(s) of the vessel, family members, guests and agents. "Confines of the Marina" are defined by the property and harbor lines of the Marina.
2. JURISDICTION: The Boat Owner understands that upon entering the confines of the Marina, the Boat Owner's vessel falls within the jurisdiction of the Marina and will be operated and located as directed by the Marina.
3. RULES AND REGULATIONS: The Boat Owner will comply with all Federal, State, Natural Resources, County and local laws, codes, regulations and rules, (B) the Rules of the Road and the Navigational Laws of the United States, and (C) all rules and regulations now and hereinafter in force as promulgated by the Marina, and as posted at the Marina from time to time. These rules form a part of this contract, and any violation of the rules will be a breach of this contract rendering the contract voidable at the option of the Marina without any refund due.
4. NOTICES: All notices, statements of amounts due or other communications to the Boat Owner will be deemed to have been given if mailed to the latest address on file in the Marina office or bay notice attached to the boat. Notices to the Boat Owner will be given by mail or presented to the Marina Office during normal business hours.
5. PERMITTED ACCESS: Only those persons specified above will be permitted to operate the vessel within the confines of the Marina. The Boat Owner understands and agrees that slip rental is for the exclusive use of slipholders only. The Owner must be at all times a slipholder in good standing of Morgan's Cove Marina and may not allow non-slipholders the use of any marina facilities without the presence of Owner.
6. SPACE DESIGNATIONS: The Boat Owner will retain the right to designate space. Every effort will be made to assign the Boat Owner the space of his/her choice; however, the Marina's business judgments will also be a relevant factor in the assignment of space. Also, the Marina reserves the right to govern and limit parking spaces.

7. VESSEL SIZE: Vessels moored in slips are not to protrude beyond the outmost pilings of said slip unless approved by the Marina. In the event the vessel is too large for the slip rented, the Marina reserves the right to require relocation to a larger slip or to terminate this Agreement forthwith if a suitable slip is not available or the Boat Owner rejects the offer of relocation.
8. SPECIFIED VESSEL: If the Boat Owner desires to dock a vessel other than the one listed above, written permission of the Marina must be obtained. Additional charges may apply.
9. SUBLEASE BY THE BOAT OWNER: Boat Owner agrees not to transfer, sublet, assign, or permit the use of the rented slip by any other person or vessel than described above.
10. SUBLEASE BY THE MARINA: The Marina reserves the right to use rented slip when not occupied by the Boat Owner. The Boat Owner will notify the Marina when the space is to be vacant for over 48 hours
11. SERVICES: The Marina does not guarantee continuous electrical, water or equipment service.
12. EMERGENCY SERVICES: The Boat Owner assumes the full responsibility for seeing that his/her vessel is properly moored with suitable lines and fenders so that the vessel will be secure in all wind and weather conditions. Should circumstances, including but not limited to, adverse weather, rain, floods, ice, snow, freezing temperatures, high winds, high or low water, collisions with objects or vessels, boat wakes, electrical power failures, acts of God or third parties, require any action to prevent or try to prevent damage to the vessel, such action will be the sole responsibility of the Boat Owner. The Marina has merely licensed the space at its Marina, assumes no responsibility of any sort for the vessel and is not in any way obligated to take any action or perform any services with respect to the vessel. The Marina may, however, at anytime, take such steps and perform any services with regard to the vessel as in its sole discretion it will choose, including mooring the vessel in such a manner, and with such lines, as it will deem proper. The Marina will not be liable for loss or damage to said vessel occurring before, during or after sail services will be performed; or

for failure to provide any or all said services. Boat Owner will pay for all services performed, or goods or materials used in any work done, whether emergency or otherwise, in an effort to protect or safeguard the vessel, or other vessels, docks, installations or persons from damage by the vessel, regardless of the success of such efforts.

13. SUNKEN VESSEL: In the event the vessel will for any reason sink while berthed in a slip, offshore mooring, at dockside or while otherwise occupying waters used by customers of the Marina, the Marina may take immediate steps to raise and repair or remove said vessel, all costs of which will be at the Boat Owner's expense.
14. METHOD OF PAYMENT: The boat Owner will make all payments in advance of the first of each month and will have the burden of showing that payment of any charge was, in fact, received on time by the Marina by the first of the month. The Marina is under no obligation to accept any checks or credit cards and the Boat Owner will be obligated, if the Marina will so desire, to pay all charges and fees due in cash or electronically via PayPal, Venmo, or Zelle.
15. PAYMENT OF LATE CHARGES: Boat Owner agrees that in addition to payment in advance of slip fees he/she will also promptly pay all charges for work done, including parts, supplies, fuel, labor or service as billed by the Marina or resident concessionaires, and all charges for loss, damage or injury for which he/she is liable.
16. LATE PAYMENT: Boat Owner agrees to promptly pay the slip fees listed by the first of the month. The Marina will be under no obligation to furnish any slip, or allow the vessel to be at the Marina, or to regard this Agreement as valid, if advance payment of the slip fee is not made when due. Failure to pay slip fees within 10 days after such payments are due may be considered a default hereunder. Even if the Agreement herein is not terminated, if such fees are not paid in full within 10 days after such payment is due, the fees for the slip may at any time at the Marina's option and without further notice to the Boat Owner be increased retroactively to the Marina's daily rate until such time as the slip fees, including those based on the daily rate, have been paid in full. After 30 days, the Marina may charge

1.5% per month service charge, compounded monthly, on the unpaid portion. A return check charge of \$25.00 shall be assessed against and payable by any Owner whose check is returned for any reason whatsoever.

17. DEFAULT: Any failure by the Boat Owner to comply with provisions of this Agreement will constitute a default entitling the Marina, without notice, to exercise immediately all its rights including, without limitation, declaring the Agreement herein terminated, proceeding to recover all amounts due and owing from the Boat Owner and removing, retaining, selling or disposing of the vessel as provided herein. In any action brought in court by the Marina, the Marina will be entitled to recover all costs and expenses, including court costs and attorney's fees. If suit is brought in Admiralty for unpaid charges hereunder, the Marina (or other such marina as it designates) will be appointed substitute custodian of the vessel at the custodial marina's normal daily transient rate, plus any additional amounts resulting from extra costs incurred by the Marina for the care of the vessel such as insurance, dock lines, security, pump-outs, etc. Immediately upon the appointment of a substitute custodian, Boat Owner agrees to cause the vessel to be vacated for the period of such custody, removing only personal possessions which will not include any of the vessel's equipment.

18. TERMINATION:

1. Termination by Boat Owner. Boat Owner will give the Marina thirty (30) days written notice prior to departure, except in case where Boat Owner intends to stay less than 30 days, in which case termination notice must be given upon arrival. Failure to do so will result in the Boat Owner having the option of renewal of the Agreement for an additional thirty (30) days on the same terms as the month preceding such notice, for which Boat Owner is responsible.
2. Termination by Marina.
 - a. For cause. The Marina may terminate this Agreement for cause if the Boat Owner violates any terms or conditions of this Agreement or its incorporated obligations. If

the Boat Owner violates any of the terms and conditions in this Agreement, the Marina will have the option of terminating this Agreement upon the lesser of three (3) days actual notice, or ten (10) days written notice to Boat Owner posted onboard the vessel, without waiving any other rights hereunder. Boat Owner must remove their boat from the slip prior to the end of the notice period.

- b. Not for cause. The Marina retains the right to terminate this Agreement without cause, at anytime, upon ten (10) days written notice to the Boat Owner. In such cases, any prepaid fees, charges, or expenses will not be returned to the Boat Owner, and Boat Owner will remove their boat by the termination date so noticed. Nothing in this paragraph will waive any other right of the Marina under this Agreement, at law, equity or admiralty.
- c. Removal. If the Boat Owner fails to remove their boat and equipment from the rented slip before the termination or expiration of this Agreement and after proper notice of same, the Marina will be entitled to:
 - i. Remove the vessel and store or re-dock the vessel at any location in any commercially reasonable manner, all at the expense and on the account of the Boat Owner, and until all the Boat Owner's fees and charges are brought current;
 - ii. Locking the vessel in place until all the Boat Owner's fees and charges are brought current;
 - iii. Charge the Vessel the then current transient rate per day for so long as the vessel remains at the Marina's slip until all the Boat Owners fees and charges are brought current;
 - iv. Renewing the rental at the then-current rates for an additional time period as determined at the time of renewal.
 - v. Exercise any other right the Marina will have at law, admiralty or equity;
 - vi. Any combination of any or all remedies set forth in this paragraph.

19. RETENTION OF VESSEL: Boat Owner will not have the right to remove his/her boat from the rented slip or the location to which the Marina has relocated the vessel hereunder, until all costs and fees described in this agreement have been paid in full. Boat Owner acknowledges that the Lessor is given hereby a lien upon the property described above to secure any and all space rental fees, repairs, hardware, materials, labor or services rendered to or supplied to customer during the term of this agreement.
20. REMOVAL OF THE VESSEL: The Boat Owner expressly acknowledges that space at the Marina is scarce and valuable. If the Marina terminates this Agreement and requests the Boat Owner, orally or in writing, to remove the vessel from the Marina, including its land, docks and adjacent waters, the Boat Owner will do so promptly and in any case within 30 days of such request. If the Boat Owner fails to do so, the Marina may remove the boat by placing it outside the Marina grounds, or anchoring it away from the Marina, regardless of whether the vessel will be safe in said location, and the Marina will not in any way be responsible for the safety or well-being of the vessel, its contents or any person on board.
21. FUEL: No fuel of any kind will be delivered, transported, or dispensed into any vessel within the confines of the Marina except for fuel that is dispensed from the appropriate fuel dock areas.
22. SALE OF DISPOSAL OF VESSEL: In the event of non-payment by the Boat Owner of charges billed by the Marina within 30 days, or failure by the Boat Owner to remove the vessel within 30 days after the request to do so, in addition to any other remedies it may have had under State, Federal or other applicable law or hereunder, unless said charges are paid in full or the boat is removed, as the case may be, or other resolution satisfactory to the Marina is reached, the Marina may sell or otherwise dispose of or, if the vessel has little or no market value, or its worth is less than the amount owed to the Marina, destroy the vessel upon notice to the Boat Owner in writing in writing that such steps will be taken after 45 days, hand delivered or mailed to the Boat Owner by registered or certified mail, .at the last known address, and also placed on the boat itself. If said mail is not picked up and

reasonable efforts through the use of the telephone book or inquires at the Boat Owner's place of business to locate the Boat Owner is unsuccessful, the Marina may act without further notice after the said 45 day period has elapsed. If the vessel is sold, the Marina will not be obligated to advertise said sale, conduct an auction, obtain the best possible price, or follow any particular procedures, except that the sale will be commercially reasonable. The Boat owner agrees that this requirement will be met by advertising the sale once in the boat section (if any) of a daily newspaper having a general circulation in the city or county where the Marina is located and selling the vessel for the highest immediate cash price offered, it will pay the Boat Owner the proceeds of the sale remaining after deduction of all charges due it, and costs, including attorney's fees, incurred in said sale. If the Boat Owner cannot be found, the Marina may retain said proceeds. Although not obligated to do so, the Marina may pay the proceeds to any lien-holder. The Marina may sell the vessel to itself. The Boat Owner hereby gives the Marina the power of attorney to transfer title to said vessel.

23. INSURANCE REQUIREMENTS: The Boat Owner must have a minimum of \$300,000 in hull and liability insurance coverage with Morgan's Cove Marina listed as an additional insured for all boat and boating hazards, theft, and hazards of personal injury. Boat Owner must provide the Marina with a current copy of his/her declaration page to be kept on file.

24. LIABILITY OF BOAT OWNER: The Boat Owner will be liable of any damage, injury or loss whatsoever, including attorney's fees, to the Marina, its personnel or guests caused directly or indirectly by the Boat Owner, his/her operation or mooring of the vessel, or the condition of or substances on it. The storage of personal property within the unit is discouraged. The Marina will not be responsible for any loss or damage to the vessel or the contents thereof or for injury to any person, due to fire, theft, collision, weather or other acts of God, acts of other persons, or due to other causes not enumerated above. The Boat Owner hereby agrees to indemnify and hold harmless the Marina, its agents, servants, and employees from and against any claim arising from the maintenance, use, operation and/or storage of

Owner's boat or other property in the marina area or the use by Owner of the marina facilities and hereby agrees to assume full responsibility for personal injury and property damage arising out of the maintenance, use, operation and/or storage of the Boat Owner's vessel and other property in the marina area or occasioned to the Owner through the use of the marina facilities. The Marina is not considered an insurer of the property or person of the Boat Owner or any other person all of whom come within the confines of the Marina at their own risk. Marina will not be responsible for freezing or heat loss of any nature and is not responsible for damage due to loss of electrical power to docks or land storage areas.

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25. CRAB POTS: Crab pots are not allowed to be stored on the docks or on the marina grounds. Boat owners must store crab pots on their boats or off the premises. A \$50 fine will be issued for crab pots left on the marina grounds or docks in addition to a \$20 daily fee each day thereafter.

26. COMMERCIAL CONSTRAINTS: There will be no soliciting or commercial activities conducted within the confines of the Marina without prior written permission of the Marina. No vessel will engage in paid for boat charters, boat rides, nor will merchandise or services be sold from it. Commercial activities include, but are not limited to, use of the Marina address and use of the phone number on a boat at the Marina in any advertisement, brochure, letterhead, business card, etc. All vessels docked at the Marina must be used for recreational purposes only, unless authorized by Marina.

27. INDEPENDENT CONTRACTORS: Boat owners having independent contractors work on their vessels must first advise the Marina as to when the contractor is expected; date and time. Prior to start of work, contractors must furnish to the Marina a Certificate of Insurance of general liability and worker's compensation with limits specified by the Marina. All contractors will comply with Marina rules and regulations.

28. SALE OF BOAT: If the boat is offered for sale while this agreement is in effect, the Marina must be notified. If the Boat Owner attempts to sell the boat privately, prospects will not be admitted to the dock area unless accompanied by the Boat Owner. If the boat is listed with

a broker, admittance to the premises will not be permitted unless the broker has provided the Marina with evidence of insurance reasonably acceptable to the Marina and the prospective buyers are accompanied by the Boat Owner and/or the broker.

29. ASSIGN / SUBLEASE: This contract may not be assigned by the Boat Owner and the slip leased hereunder may not be sublet. If the boat is sold, this agreement is automatically terminated and the same provisions for removal apply as outlined in this agreement. Termination of this agreement at Owner's request following the sale of his boat shall be governed by this agreement.
30. FIREARMS: Firearms, bows and arrows or incendiary devices, with the exception of properly stored marine safety devices, are not permitted within the confines of the Marina and will constitute grounds for immediate removal from the Marina of the person and his/her boat, if applicable. During hunting season, a licensed hunter may carry firearms or bows and arrows across sections of State lands and waters to get to areas open of hunting. Firearms will be carried unloaded and cased or with the breech broken. Arrows will be carried in a quiver.
31. ELECTRICITY: The Marina reserves the right to assess an extra charge for electric service to the Boat Owner by way of a predetermined amount agreed upon by both parties. The Owner shall pay its share of electric as determined by the Marina in the case of live-boards or excessive users of electricity. Extension cords are not allowed on the docks or at the marina at any time.
32. LIVE-A-BOARDS: Living aboard is permitted with written permission from the Marina.
33. DRY DOCKING: With respect to land-storage of non-trailerred vessels only, Boat Owner is limited to one (1) launch and return per boat per day, during the posted days and hours of operation. Any additional launches will be billed separately, payable at the time of the launch, based on such charges as the Marina may establish from time to time. Slip rental and winter storage does not include the storage of trailers. Trailers may be stored on the premises by the Boat Owner only upon the written agreement of the Marina and payment of

additional charges - \$25.00/Month. All Trailers must be identified with a Marina sticker and have registration information on this contract. The Marina reserves the right to change the location of the boat or other property from time to time and at its sole discretion.

34. **HAZARDOUS/OFFENSIVE MATERIALS:** The pumping of oily bilges or the discharge of any oil, spirits, fuel or any toxic or flammable material overboard is strictly prohibited. Waste oil and fuels may be disposed of in the containers designated for this purpose. Paint and other toxic chemicals and containers must be removed from the property. The overboard discharge of marine heads and/or holding tanks is forbidden.
35. **EXCLUDED VESSELS AND VEHICLES:** No Agreement will be granted or continued for any vessel which, in the sole judgment of the Marina, is structurally, mechanically, or cosmetically deficient; or if the subject vessel was designed and built solely as a residence or without an effective means of propulsion. Also, recreational vehicles, campers, camping trailers, trucks in excess of 3/4-ton capacity, trailers, and boats on trailers are not permitted overnight without permission of the Marina.
36. **MARINA RIGHTS:** The Marina reserves the right to reject any applicant for a slip as well as reject any vessel that's electrical service requirements exceed the Marina's capabilities. The Marina may sue to enforce any rights hereunder or under applicable law in the State and County or other subdivision where the Marina is located, and the Lessee consents to such jurisdiction and venue. The provisions hereon will be construed under the law of the place where the Marina is located. The Marina will be entitled to injunctive relief to aid in securing any of its rights hereunder. The Boat Owner agrees that Marina personnel may enter the vessel and at anytime for the enforcement of any rights of the Marina hereunder or under applicable law, and may use reasonable means to affect such entry, and in removing, rejecting, retaining or recovering the vessel as provided herein.
37. **PROVISION DEVIATIONS:** Employees of the Marina are not permitted to deviate from, relax or amend in any manner, the provisions of this Agreement. Any charges herein must be approved in writing by an Officer of the Marina.

38. Entire Agreement: This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and it may not be amended except in writing signed by both parties hereto.

39. WAIVER: Failure of the Marina to enforce any provision herein will not constitute a waiver of its rights with respect to any other breaches or violations of this agreement.

40. SEVERABILITY: In the event of any provision herein will be held not enforceable; this will not affect any other provision.

41. BINDING NATURE: This Agreement is binding upon and will inure to the benefit of all parties hereto and their respective heirs, successors, and assigns.

POLLUTION PREVENTION PRACTICES

A. REPAIRS AND SERVICE (to hull and engine: painting, cleaning, washing, sanding, scraping, etc.)

1. Work on hulls and engines only in designated areas or use portable containment enclosures with approval of Marina management.
2. Use tarps and vacuums to collect solid wastes produced by cleaning and repair operations—especially boat bottom cleaning, sanding, scraping, and painting. All sanding must be done with a Dustless Sander.
3. All DIY spray painting on Marina property is strictly prohibited.
4. Use non-toxic, biodegradable solvents.
5. Capture debris from boat washing and use only minimal amounts of phosphate-free, non-toxic, and biodegradable cleaners.
6. Use drip pans for any oil transfers, grease operations, and when servicing I/Os and outboard motors.
7. Obtain management approval before commencing any repair which will open the hull. Clean and pump bilges free of contaminated materials before and after repairs which open the hull.
8. Use spill proof oil change equipment.

B. VESSEL MAINTENANCE WASTE

1. Non-toxic residue of sanding, scraping, and grinding: bag and dispose of in regular trash.
2. Toxic and non-environmentally safe solvents and cleaning liquids: seek specific directions from Marina management or dispose of with licensed agency.

C. FUEL OPERATIONS

1. Install fuel/air separator on fuel tank vent line(s) to prevent overflow of fuel through vent.
2. Keep petroleum absorbent pad(s) readily available to catch or contain minor spills and drips during fueling.

D. WASTE OIL AND FUEL

1. Recycle used oil and antifreeze
2. Add a stabilizer to fuel tank in the fall or an octane booster to stale fuel in the spring. Use the fuel or bring it to a household hazardous waste collection site.
3. Absorbent materials soaked with oil or diesel: drain liquid and dispose of in used oil recycling container; double bag absorbent material in plastic and dispose in regular trash receptacle.
4. Absorbent materials soaked with gasoline (flammable): air dry and reuse.
5. Bioremediating absorbent products: dispose in regular trash as long as no liquid is dripping. Because the microbes need oxygen to function, do not seal in plastic.
6. Oil filters: drain and recycle the oil; recycle the filter or double bag and put in regular trash.

E. ONBOARD PRACTICES

1. Maintain oil absorbent pads in bilge. Inspect no less than annually.
2. Do not discharge bilge water if there is a sheen to it.
3. Use only low-toxic antifreeze (propylene glycol). Recycle used antifreeze (even low-toxic antifreeze will contain heavy metals once it has been used).

F. SEWAGE HANDLING

1. Never discharge raw sewage within Maryland waters.
2. If you have an installed toilet, you must have an approved Marine Sanitation Device (MSD).
3. Do not discharge Type I or Type II marine sanitation devices within the Marina basin.
4. Use Marina restroom facilities when at slip.
5. Do not empty port-a-pots overboard; use Marina dump facility. Do not empty port-a-pots in the restrooms.
6. Do not discharge holding tanks overboard; use pumpout facility.
7. If you must use a holding tank additive, use an enzyme-based product. Avoid products that contain quaternary ammonium compounds (QACs), formaldehyde, formalin, phenal derivatives, alcohol bases, or chlorine bleach.

8. Liveboards, place a dye tablet in holding tank after each pumpout out. The dye will make any illegal discharges clearly visible.

G.ORGANIC WASTE

1. Clean fish only in designated areas.
2. Grind, compost, or double bag fish scraps.
3. Walk pets in specified areas and dispose of their wastes, double-bagged, in the dumpster.

H.SOLID WASTE

1. Recycle plastic, glass, aluminum, newspaper, and used lead batteries.
2. Place trash in covered trash receptacles; replace covers.