

United Marine Services, LLC d/b/a Ventnor Marina

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Slip / Dockage License Agreement

This Slip / Dockage License Agreement (the "Agreement") dated _____ between United Marine Services, LLC d/b/a Ventnor Marina, it's successors and assigns (hereinafter "MARINA") and the owner and other persons defined below (hereinafter "OWNER").

Owner (s): _____

Boat Name: _____ Mfg: _____ Slip Number: _____

Length: _____ Beam: _____ Model Year: _____

Reg. #: _____ Hull Number: _____

Insurance: _____ Policy # _____

Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Cell Phone: _____ Work: _____

Email Address(es): _____

COPY OF REGISTRATION CARD AND PROOF OF INSURANCE MUST BE PROVIDED AT TIME CONTRACT IS EXECUTED

Credit Card Information _____ Expiration Date _____

Security Code _____ Zip Code _____ Visa M/C Disc Amer Exp

I acknowledge and permit United Marine Services, LLC, d/b/a Ventnor Marina to automatically charge my above listed credit card in accordance with the payment terms of this contract.

Signature: _____

IN CASE OF EMERGENCY NOTIFY:

Name: _____ Phone #: _____

Email Address: _____

OWNER appoints the above named person (s) as OWNER'S authorized representative, to make decisions with respect to the boat in case of peril or severe weather and otherwise act in place of the OWNER if the MARINA is unable to contact or give notice to OWNER. OWNER agrees to pay MARINA for any services,

Slip / Dockage Agreement

work, repair or measures authorized by the representatives and that MARINA shall not be liable to OWNER under any circumstances for acting under direction or with approval provided by such Emergency contact.

TERM: This agreement commences on: _____ and will continue on a **Yearly** basis for a period of one year or **Monthly** for _____ months.

ELECTRIC: Electric **is** **is not** included.

RATE: Slip rate \$ _____. **Slips are Licensed for a full-year which includes winter storage in the yard. Charges for hauling and other charges associated with land storage will be charged at the time of service and will be invoiced to customer. Winter haul out will be performed after customer requests to be removed form water and when conditions (including Marina’s scheduling considerations) allow. When available, monthly slip license may be available which will not include land storage or any other services such as hauling or blocking.** The full amount due for the Term is payable at the execution of the Agreement and is non-refundable. The twelve month season is April 1 through March 31 of the following year.

KEY CARD: A deposit of \$25 is required for each Key Card assigned to the OWNER. The deposit is fully refundable upon return of the assigned Key Card(s). **Refunded:** _____

Key Card Qty: _____ **Deposit Amount:** _____ **Key Card Number(s):** _____

Dockage charges are not refundable unless this agreement is terminated by MARINA without cause, in which case OWNER may receive a partial refund based upon the months remaining as offset by any other amounts owed to MARINA by OWNER. OWNER hereby agrees to pay a late charge interest at the rate of one and one half percent (1 ½%) per month, plus the costs of collection, including reasonable court costs and attorney fees on any and all invoices, fees, costs or charges which are not paid when due.

***** This Agreement is also subject to the Standard Terms & Marina Regulations *****

Owner(s) Signature: _____ Date: _____

Owner(s) Signature: _____ Date: _____

Ventnor Marina: _____ Date: _____

Slip / Dockage Agreement

Standard Terms & Marina Regulations

1. Owner agrees to pay MARINA all amounts due under this agreement in a timely manner. In event of default by OWNER, MARINA shall have the right to any and all remedies available at law or in equity in addition to any remedies set forth herein. Marina reserves all rights regarding legal, equitable, and contractual remedies. Failure to pay any invoice in a timely manner will result in legal, equitable and or contractually established actions being taken by MARINA for which OWNER also agrees to pay all expenses incurred by MARINA as a result of OWNER's failure to pay as agreed. In addition, if OWNER fails to pay MARINA in a timely manner, MARINA shall have the right to immediately remove vessel from the water, place said vessel on land, and charge OWNER for land storage at the then applicable rate. OWNER agrees that all charges (including, but not limited to additional charges for haul out, blocking, trailer usage, land storage, and any other charge deemed necessary by MARINA in its sole and absolute discretion) are due when invoiced by MARINA. Any vessel being stored on land is subject to being moved by MARINA at its sole discretion.
2. This agreement is a revokable license for the use of in-water dock space and on-land storage only and such space is to be used at the sole and absolute risk of the OWNER. MARINA shall not be liable for any loss, damage or injury to persons or property occasioned by, or arising from any item not in the absolute and sole control by MARINA, the care or protection of the boat; including gear and contents, under any circumstances including, but not limited to fire, theft, vandalism, water damage, collision, or from any other cause. OWNER acknowledges, agrees, and understands that MARINA will take reasonable steps to ensure that the marina is secure and safe, but that MARINA is not responsible for the illegal, unsafe, or offensive actions of third-parties. Accordingly, the OWNER hereby releases, waives, and save harmless MARINA and its parent, successors, and assigns including all of the employees and officers of MARINAs and its parent, successors, and assigns, from all claims for any loss, damage, injury or liability arising from the actions of any third-party including, but not limited to, theft, vandalism, water damage, improper mooring, or other cause (including any cause that is at least in part caused by OWNER or his property) in the use of MARINA facilities. In the interest of safety and appearance, OWNER agrees not to nail, screw, staple, rivet or affix in anyway, anything to the decking, stringers, ledgers, pilings or pedestals. If you have any questions, please check with the office.
3. Any waiver or release by MARINA of any right, obligation, term or condition of this agreement shall not be deemed to be a waiver of any other right, obligation, term, or condition and shall apply only to the specific item waived by MARINA.
4. In the event that MARINA elects to render emergency assistance to the boat (which shall be made in MARINAs sole and absolute, but reasonable, judgement), it is agreed that MARINA may engage in, but in no event shall be obligated to engage in whatever minimum repairs or measures are deemed necessary (in the sole and absolute discretion of MARINA) to make or keep the vessel safe and keep the Marina safe and navigable. MARINA will make reasonable attempts to contact OWNER prior to taking any actions under this Paragraph 4 under the then-existing circumstances at the telephone number(s) in this

Slip / Dockage Agreement

Dockage Agreement. OWNER agrees to pay any expenses or costs incurred directly or indirectly by MARINA in its exercise of discretion in this Paragraph, and agrees to indemnify, release and hold harmless MARINA against any causes of action or claims (including, but not limited to, claims for negligence) that may arise from MARINA's actions hereunder. For example, although we have no obligation to monitor your vessel under this agreement or any other circumstances, if we notice that your vessel is sinking and are unable to reach you, we may (but are not obligated to) take actions to remove the vessel from the water. You will be charged for all services incurred during our actions such as haul-out charges and storage fees. In addition, if your vessel is damaged during our efforts to secure your vessel, you will have no recourse against us, because you have waived those rights and released of from all liability in taking the actions to secure your vessel.

5. Assignment, lease or sub-lease of dockage is strictly prohibited. Dock space may only be used by OWNER and the vessel identified in the Dockage Agreement.
6. Oil, spirits, and other flammables are not permitted to be placed in or disposed of in the water or in any refuse container. If you have waste oil to dispose of and desire to dispose of said oil in our storage tank, you must contact the MARINA office and we will assist you in disposing of the waste in our storage tank. Fueling your vessel from portable fuel containers is not permitted at any time within the Marina. Space heaters are not permitted at any time. Oil bilges or head may not be discharged in marina water at any time or under any circumstances. OWNER shall be responsible to pay any damages, fines and expenses incurred by MARINA as a result of discharge of oil, fuel, or sewage in the Marina. Owner shall comply with all laws, rules and regulations imposed by Anne Arundel County, the State of Maryland and U.S. Federal government.
7. Entry into MARINA after normal business hours will be by key card only. UNDER NO CIRCUMSTANCES, shall OWNER or guest climb over or go around the security gate.
8. Violation of the rules and regulations set forth herein or posted anywhere on or about the Marina, disorder, depredations, or indecorous conduct by OWNER or Owner's guest, that may (in the sole and absolute discretion of the MARINA) injure a person, cause damage to property, or harm the reputation of MARINA, shall be a default under this agreement and shall be cause for immediate removal from MARINA of the persons involved, the vessel in question, and termination of this agreement for cause for which no refund shall be made. MARINA reserves the right to refuse to conduct business with any person(s), to refuse service to any person(s), or to order any person to leave the property or the water adjacent to the docks, including the gas pump dock.
9. Commercial Marina Zoning allows for maintenance of vessels, but not for extended repair work. To keep debris from falling into the water, all appropriate work must be done on shore. Please see pollution prevention procedures below detailing our policies.
10. **It is illegal to discharge raw sewage into Maryland waters (see below). Ventnor Marina has the ability to empty holding tanks at a nominal fee by appointment, and offers inspections for malfunctioning systems. Discharges of sewage into the water is**

Slip / Dockage Agreement

grounds for immediate default and termination of any right to use or occupy the Marina.

11. Boat owners must have liability insurance on their vessels and provide a certificate of insurance from the insurer to the MARINA. Also, you must contact the MARINA prior to entry by any and all subcontractors. Proof of \$1,000,000.00 liability insurance for the subcontractor must be on file at the MARINA before any work is started. There will be no exceptions.
12. OWNER acknowledges, agrees, and understands that this Agreement only creates a revokable license for OWNER which is granted by MARINA and may be revoked by MARINA at its sole and absolute discretion. Owner also acknowledges, agrees, and understands that this license is intended solely for only OWNER to use the Marina and its facilities as set forth herein and in full compliance with all rules and policies, and in compliance with all laws and regulations. OWNER further acknowledges, agrees, and understands that nothing contained herein creates any interests or rights in the Marina (including, but not limited to, possessory interests) and that OWNER's access to the Marina may be revoked or terminated at any time in MARINA's sole and absolute discretion. If MARINA revokes this license for any reason, OWNER shall be required to have the vessel identified herein and any other of its items or property removed from the Marina within three (3) business days, but that OWNER may be required to leave the Marina immediately. If OWNER's vessel, items or other property (such as a trailer) is not removed within the time frame set forth above, OWNER shall be charged, and OWNER shall pay for storage of said items at the highest storage rate offered by MARINA for each day after the initial three (3) day period until such items are removed. Payment shall be made prior to final removal or the Vessel and any property shall be held by MARINA until all balances have been paid in full. Storage fees will accrue each day. Any amounts outstanding will be subject to the accrual of interest as set forth herein and failure to pay balances as set forth herein shall also subject to vessel and personal property to disposal at OWNER's expense.
13. Any vessel for which amounts are due for more than 30 days after invoice was sent to the address provided herein by OWNER and for which contact with the OWNER cannot be established by exercise of reasonable efforts at the contact information provided herein by OWNER, or vessels for which amounts remain outstanding after OWNER has been contacted, but OWNER has failed to pay all amounts due and all additional costs and expenses incurred by MARINA within the time set forth by marina, SHALL BE CONSIDERED ABANDONED, WILL BE REMOVED FROM MARINA PROPERTY AND WILL BE DISPOSED OF AT OWNER'S FULL COST AND EXPENSE. OWNER AGREES THAT MARINA SHALL NOT BE LIABLE TO OWNER UNDER ANY CIRCUMSTANCES FOR ANY LOSSES, EXPENSES, DAMAGES, OR ANY REMEDY WHATSOEVER CLAIMED BY OWNER AS A RESULT OF MARINA'S REMOVAL OF OR DISPOSAL OF ANY VESSEL DEEMED TO BE ABANDONED PURSUANT TO THIS PARAGRAPH 13.

Slip / Dockage Agreement

Pollution Prevention Procedures and Rules

Ventnor Marina has established its own rules and enforces pollution prevention procedure regulations and best practices as part of its rules. It is the responsibility of every slip holder to comply with the following rules and pollution prevention practices.

1. REPAIRS AND SERVICE (hull & engine: painting, cleaning, washing, sanding, scraping, etc.)
 - a. Perform work in designated areas only.
 - b. Use tarps or filter cloth and vacuums as appropriate and required by rule, law and regulation.
 - c. Use the least toxic, biodegradable solvents at all times.
 - d. Boat washing- use only minimal amounts of phosphate-free, non-toxic, and biodegradable cleaners.
 - e. Use drip-less oil change equipment.
2. VESSEL MAINTENANCE WASTE
 - a. Non-toxic residue of sanding, scraping and grinding bag and dispose of in regular trash.
 - b. Toxic and non-environmentally safe solvents and cleaning liquids: seek specific directions from the marina management or dispose of with licensed agency.
3. FUEL OPERATIONS
 - a. Keep petroleum absorbent pad(s) readily available to catch or contain minor spills and drips during fueling.
 - b. Contain all spills and drips.
 - c. Report all spills to Marina office immediately.
 - d. Use fuel stabilizers when winterizing.
4. WASTE OIL, FUEL & ANTIFREEZE
 - e. Recycle used oil and antifreeze- see office for disposal options.
 - f. Absorbent pads soaked with oil or diesel: double bag absorbent material and dispose of in regular trash receptacle.
 - g. 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.
 - h. Oil filters: drain and recycle the oil; recycle the filter or double bag and put in the regular trash.
5. ONBOARD PRACTICES
 - a. Use oil absorbent pads in the bilge. Inspect frequently. Keep spares readily available.
 - b. Do not discharge bilge water if there is sheen to it.
 - c. Use only low-toxic anti-freeze (propylene glycol). Recycle used antifreeze.
6. SEWAGE HANDLING
 - a. No discharge of raw sewage is permitted in Maryland waters.

Slip / Dockage Agreement

- b. Vessels with an installed toilet must have an approved Marine Sanitation Device (MSD).
- c. Do not discharge Type I or Type II marine sanitation devices within the marina basin.
- d. Use marina restroom facilities when at slip.
- e. Do not empty port-a-pots overboard; use marina dump facility. Do not empty port-a-pots in the restrooms.
- f. If you must use a holding tank additive, we suggest you use an enzyme-based product, and avoid products that contain quaternary ammonium compounds (QAC), formaldehyde, formalin, phenyl derivatives, alcohol bases or chlorine bleach.

7. ORGANIC WASTE

- a. Clean fish only in designated areas and place fish scraps in trash pail next to fish cleaning station.
- b. Walk pets in specified areas and dispose of their wastes, double-bagged, in the dumpster.

8. SOLID WASTE

- a. Recycle plastic, glass, aluminum, newspaper and used lead batteries whenever possible.
- b. Place trash in covered trash receptacles; replace covers.

I have read, been given a copy of and understand the above “Marina Rules and Pollution Prevention Procedures” and agree to abide by them in addition to my agreement to fully comply with all terms and conditions set forth in the Slip / Dockage Agreement.

Signed: _____ **Date:** _____
OWNER

Signed: _____ **Date:** _____
OWNER

Slip / Dockage Agreement