



9737 Cooks Landing Rd
Hayes, VA 23072
(804) 642-6177 Tele (804) 642-0750 Fax

Slip and Storage Space License Agreement

Boat Owner(s) _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Tele#: Home: _____ **Work:** _____ **Cell:** _____

E-Mail _____

Vessel Manufacturer _____ **Vessel Name** _____ **LOA:** _____

Beam _____ **Reg/Doc. #** _____ **Hull Number** _____

Insurance Company _____ **Insurance Tele#:** _____

Designated Slip _____ **Storage Space** _____

1. **LICENSE.** Marina hereby grants a license to Boat Owner and Vessel for use of the Slip or Storage Space designated above located in and about Crown Pointe Marina for the vessel described above, including all riggings, engines, appurtenances and contents. **This Agreement confers no leasehold interest.** Marina reserves the right to change the designated slip or storage assignment at any time or move the Vessel for normal Marina operations or repairs or for special events. It is expressly understood and agreed that this is a license and not a storage, lease or bailment contract, and Crown Pointe Marina has no duty and assumes neither liability nor responsibility whatsoever for the control, care, maintenance or protection of the Boat Owner's Vessel or any Boat Owner's property. In using Crown Pointe Marina, Boat Owner shall comply with all laws, rules and regulations of Federal, State and local entities, including environmental laws and rules and regulations of the U.S. Coast Guard. Boat Owner shall comply with all Marina Rules. Marina may change Marina Rules by posting new ones or otherwise notifying Boat Owner of the change. Violations of Marina Rules and contract terms may result in monetary fines imposed by the Marina management.

2. **Term.** The term of the **Slip License Agreement** shall begin on the Commencement Date and will expire March 31, 2010 and may be renewed on April 1, 2010 if all fees from this Agreement are paid in full. **Storage License Agreements** are based on a calendar month to calendar month basis and are paid in advance of each Month/Quarter/Semi-Annual or Annual Agreement.

3. **SLIP, STORAGE FEES AND OTHER CHARGES.** Slip, storage and other fees are payable in advance. Boat Owner will choose the payment schedule for the slip or storage fees and at that time will pay in advance for the service. Amounts appearing on the rate schedule are due on or before the 1st of the month prior to the payment schedule selection. Marina shall be entitled to interest at the maximum rate provided by law on any payment more than five (5) days past due. Non-receipt of billing statements does not relieve Boat Owner of the obligation to pay all charges due. All payments shall be made at the Marina's address set forth above or as indicated on the invoice.

4. **SERVICE CHARGES.** Boat Owner shall pay Marina a service charge of \$35.00 for any payment received after the due date and for every credit card denied and check returned by Boat Owner's bank for insufficient funds, or for any other reason. It shall be the sole discretion of Marina whether a personal check will be accepted after a check has been returned uncollectable.

5. **USE OF SPACE.** Boat Owner may use the Space only to store the specified Vessel, and for no other purpose. Marina reserves the right to exclusive control over the use of the Space and has of the right to refuse to grant a license to any person for any reason. If Boat Owner sells the Vessel and wants to use the Space for another Vessel, Boat Owner must first get permission from and register the new Vessel with Marina. Boat Owner represents that Boat Owner has an ownership interest in the Vessel and/or Boat Owner is fully authorized to bind all owners of the Vessel to the terms and conditions of this Agreement. If an agent of Boat Owner is signing the Agreement, said person represents that he has the authority to bind the Boat Owner. Boat Owner shall be responsible for the conduct and control of all guests, agents or others invited to Crown Pointe Marina. Conduct by Boat Owner or his/her guests or agents that might disturb or cause harm to any person, damage property, be a nuisance or harm the reputation of Crown Pointe Marina (including use of drugs or becoming intoxicated by alcohol) shall, at the option of Marina, be cause for immediate termination of this Agreement by Marina. Boat Owner shall not alter the Space. Boat Owner shall not install or place any other personal property not described in the Agreement on the Space, without **WRITTEN** permission of Marina. Use of Crown Pointe Marina or the Space for the purpose of conducting business is prohibited, unless authorized in **WRITING** by the Marina. Upon termination of the Agreement, Boat Owner shall surrender the Space in good order and repair, other than normal wear and tear resulting from ordinary use.

6. **ASSIGNMENTS.** Boat Owner may not sublet or assign this Agreement and/or the right to use Space.

7. **UTILITIES.** Marina expressly does not warrant the availability of utility services, and shall not be responsible for any damage or injury due to interruption or unavailability of utility services. Boat Owner's has no permission to alter services or to control the use of electrical or water provided Marina.

8. **BOARDING AND REMOVAL OF VESSELS.** In case of perceived emergency, Marina is authorized to do whatever Marina deems reasonably appropriate, including boarding or moving the Vessel or taking any other action, without liability for damages or loss of any kind arising from such action or inaction, unless such damage or loss directly results from Marina's gross negligence or willful misconduct. Boat Owner agrees to pay for any work and supplies used by the Marina in such a perceived emergency. Crown Pointe Marina retains the right of inspection of the premises and the right to inspect the Vessel from time to time for compliance with safety regulations. If the condition of the Vessel, with respect to maintenance, or for any other reasons, is, in the reasonable opinion of the Marina, dangerous to the Vessel, the premises or other Vessels in the Marina facilities, Marina may cancel this contract after notifying the Boat Owner. If the Boat Owner can make a reasonable effort within ten (10) days of such notice to remedy such condition, Boat Owner will retain this Agreement; but the Marina shall have the right in the meantime to take appropriate action to remedy the hazard created thereby. Crown Pointe Marina shall have no duty, however, to inspect Owner's Vessel or cancel the contract and the Marina does not hereby assume any liability whatsoever for the safe condition of the Vessel or condition of the demised premises attributable to the Boat Owner.

9. **INSURANCE:**

- a) Boat Owner, at his/her sole expense, shall at all times during the course of this Agreement maintain, with an insurance company which is acceptable to the Marina, a Protection policy of insurance with limits of not less than \$300,000 and a deductible of not more than \$10,000 per occurrence, naming **Crown Pointe Marina, as an additional insured.** Boat Owner shall also maintain a Personal Property and/or Hull and Machinery policy covering at least 100% of the present, actual cash value of the Vessel, with endorsements for extended perils, damage by fire, electrolysis and/or stray current, corrosion, vandalism, theft and burglary
- b) Upon execution of this Agreement, Boat Owner shall provide evidence of the renewal of the policies no later than thirty (30) days prior to their expiration. All policies of insurance shall require thirty (30) days advance notice by the insurance company to Marina of any amendment or cancellation.
- c) **Outside service personnel** must deliver to Crown Pointe Marina evidence of a standard certificate of workmen's compensation and liability insurance coverage in an amount equal to that carried by Crown Pointe Marina and pays to Crown Pointe Marina an hourly rate equal to the hourly posted mechanical rate during the time they are performing said work on the assigned vessel. Outside service personnel are required to sign in and out in the main office and are to work only in designated service areas from 8:30 a.m. to 3:30 p.m., Monday through Fridays, (**NO WEEK-ENDS or HOLIDAYS**) and are to adhere to standard yard policies as posted in the marina office. The Boat Owner is responsible for any and all damage caused by themselves or outside personnel in their employ to any other vessel or premises at the marina and for any expense incurred including clean-up of service area or inspection of the Boat Owner's Vessel following outside service personnel work.
- d) Failure to comply with any of the terms of this Section shall, at the option of the Marina, be cause for **IMMEDIATE TERMINATION** of this Agreement by Marina.

10. **LIEN FOR FEES AND SERVICES.** Marina shall have a possessory and contractual lien on the Vessel pursuant to the Commonwealth of Virginia Maritime and Lien law to secure the performance by Boat Owner of the terms and conditions of this Agreement and to secure payment by Boat Owner for all services and supplies provided by Marina to Boat Owner or on behalf of the Vessel. Notwithstanding termination of this Agreement, Marina shall be fully authorized to **HOLD THE VESSEL AND SELL THE SAME** in accordance with applicable possessory lien law in the event the Boat Owner fails to perform the terms and conditions of this Agreement or fails to pay for services and supplies. So long as Marina continues to hold the Vessel, Boat Owner shall be deemed to be holding over and shall be responsible for all continuing charges and expenses incurred by Marina and Holding Over fees as more fully described in Section 11, *Holding Over*. Boat Owner expressly agrees that Marina shall also have the right to exercise any and all rights available to it under applicable Federal and State law, including but not limited to the right to arrest the Vessel and recover any and all expenses incurred in doing so as *custodia legis* expenses.

11. **HOLDING OVER.** If the Vessel remains at the Slip/Space following termination of this Agreement, and without otherwise limiting the rights of Marina hereunder, Boat Owner shall be deemed to be occupying the Slip/Space for purposes of transient storage and shall pay Marina the then applicable daily rate of transient storage for each day the Vessel continues to be stored at the Slip/Space.

12. **RESPONSIBILITY FOR DAMAGE.** Boat Owner and Vessel shall be responsible for and shall promptly, upon demand, pay Marina for any costs or damage incurred by the marina or others due to acts or omissions of the Boat Owner, the Vessel, or Boat Owner's agents or guests. Boat Owner shall not release or permit to be released, by action or inaction, any hazardous waste or environmentally objectionable substances, including oil, gasoline or untreated sewage ("Hazardous Substances") into the water or land of Crown Pointe Marina. The costs for which Boat Owner and Vessel may be responsible include, but are not limited to, the costs of absorbent booms, absorbent pads, disposal of the Hazardous Substance, clean up oversight by governmental agencies and Marina personnel, and any legal fees, costs and penalties incurred in defense of any violations. Boat Owner shall be responsible for **IMMEDIATELY** and cleaning up any such release. Boat Owner shall **IMMEDIATELY** report any release to all appropriate government authorities and to the Marina Manager and shall keep Marina informed on a daily basis of Boat Owner's actions in reporting and cleaning up a release. Marina may take any action in lieu of, the provisions set forth in the Disclaimer of Liability and Agreement to Indemnify. Boat Owner and their personal representatives, heirs, assigns and successors in title hereby agree to defend, indemnify and hold harmless Crown Pointe Marina and it's agents, officers, stockholders, directors and their respective successors in title, of and from any cost, expense or liability resulting from negligence of the Boat Owners agents, invites, or from the unsafe condition of Boat Owners Vessel. The Boat Owner expressly assumes all risks to his/her Vessel; including (without limiting such risks) perils of the sea, fire, windstorm, flooding and all other hazards not the direct and proximate result of gross negligence of Crown Pointe Marina or of their agents.

13. **DEFAULT; REMEDIES.** This Agreement specifies certain breaches by Boat Owner that are so serious that Marina has reserved the right to immediately declare Boat Owner in default and terminate this Agreement or seek other remedies without the notice periods specified below. (See Section 9, Insurance) In all other cases, if Boat Owner breaches this Agreement and such breach continues for ten (10) days after Marina has given written notice of the breach to Boat Owner, Boat Owner shall be in default. Upon default, Marina may exercise any and all remedies available hereunder or at law.

If Boat Owner is in default, Marina may elect to **TERMINATE** this Agreement by giving ten (10) days written notice to Boat Owner. Upon termination, Boat Owner shall immediately pay all sums due Marina and remove the Vessel from the dry storage yard and the Marina.

Should Boat Owner fail to timely pay all sums due and fail to remove the Vessel from the Marina as required, the Vessel shall then be deemed abandoned. Marina shall be deemed an involuntary depository, and Boat Owner shall incur a per diem storage fee at the applicable daily rate for transient moorage. In the event of Boat Owner's default or termination of this Agreement without removal of the Vessel, Marina may either exercise its rights under section ten (10), *Lien for Fees and Services*, or, by notice to Boat Owner, suspend the right of Boat Owner to obtain access to Crown Pointe Marina, to use the Space and the Vessel **without the necessity to initiate any legal proceedings.**

14. **CUMULATIVE REMEDIES; NO WAIVER.** Marina's rights and remedies hereunder are cumulative, and pursuit of any remedy is not an election of remedies or a waiver of any other remedies. No waiver or forbearance of a breach of this Agreement shall be construed as a waiver or forbearance of any subsequent breach. The acceptance of any performance hereunder, or the payment of any amounts after the same has become due or at a time when any other default exists shall not constitute a waiver of the right to demand payment of all other amounts owed or a waiver of any other default then or existing thereafter.
15. **WARRANTIES.** Marina makes **NO WARRANTIES, EXPRESS OR IMPLIED**, as to the condition of the Space or Crown Pointe Marina (including roads, lots, yards, buildings, walkways, gangways, ramps, equipment and related items) or the suitability of the Space or the Marina for Owner's intended purposes. Boat Owner acknowledges that Boat Owner has had an opportunity to inspect Crown Pointe Marina and the Space prior to execution of this Agreement and agrees to accept both in their current condition and warn his/her crew, passengers and guests of any real or perceived defects and/or hazards found at the Marina or the Space.
16. **WINTERIZATION.** All boats are required to be fully winterized for the winter season, i.e. usually November through March. **No unattended electric heaters are allowed.** Crown Pointe Marina does not guarantee that electrical service shall be continuous (due to ice, high water, or other causes). Crown Pointe Marina shall have the right to disconnect any heating or air conditioning system, which in Crown Pointe Marina's reasonable opinion, constitute a fire hazard. Crown Pointe Marina will promptly notify the Boat Owner should this happen.
17. **NOTICES.** Any notice hereunder shall be in writing and shall be deemed to be given if and when it is personally delivered to the party, or five (5) days after it is deposited in the mail, addressed to the party at the addresses set forth in the Agreement. **BOAT OWNER IS RESPONSIBLE FOR INFORMING MARINA OF ANY CHANGES TO BOAT OWNER'S CURRENT ADDRESS AND/OR TELEPHONE NUMBER.**
18. **ATTORNEY'S FEES.** If either party default under this Agreement, the other party shall be entitled to recover any costs incurred, including attorney's fees in enforcing or protecting its rights, whether or not suit is filed.
19. **ARBITRATION.** In the event of default by either party to this Agreement, and/or dispute arising out of this Agreement, such dispute shall be submitted to binding arbitration before the American Arbitration Association, or any similar ADR provider in Gloucester, Virginia. In addition to any award, the party prevailing in such arbitration shall be awarded its reasonable attorneys' fees, expert witness fees and cost in enforcing or protecting its rights.
20. **SEVERABILITY; ENTIRE AGREEMENT.** If any provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any aspect, this shall not affect any other provisions and this Agreement shall be construed as if such provision had never been contained in this Agreement. This Agreement is the entire Agreement between the parties and supersedes all prior Agreements. Except as otherwise provided in this Agreement, no changes to this Agreement are valid unless in writing and signed by both parties.

21. **ASSUMPTION OF RISK – DISCLAIMER OF LIABILITY – INDEMNITY.** The Space and the Marina are to be used at the sole risk of Boat Owner and Vessel, and Boat Owner and Vessel hereby assume such risk. Marina assumes no responsibility for and shall not be liable for the care, releases Marina from any and all liability for loss, death, damage or injury (collectively "injury") to any person or property arising out of or in connection with the condition or use of the Vessel or the condition OR use of the Marina or its services. Boat Owner and Vessel shall indemnify and hold harmless the Marina from any claims, suits, actions, damages, liability or expense (including attorneys' fees) in connection with any injury (unless due to the willful misconduct or gross negligence of Marina) or arising from Boat Owner's breach of this Agreement. Marina is not to be considered under this Agreement as an insurer of Boat Owner's property and Boat Owner should secure such insurance as Boat Owner desires, Boat Owner is advised to remove all items not permanently attached to the Vessel while the Vessel is in the Marina. Under no circumstances shall the Marina be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence) with respect to Boat Owner's use of the Marina. Vessel, Boat Owner and Boat Owner's insurers agree to waive any right to petition for exoneration from or limitation of liability under the laws of the United States in the event the Vessel is involved in any casualty resulting in personal injury, death or property damage while stored at the Marina or in connection with this Agreement. In consideration of the Fee set forth in this Agreement, Owner agrees that Marina shall not carry any insurance for the protection of Owner or Vessel. My initials indicate my agreement. _____X

Boat Owner on his behalf and on behalf of the Vessel, acknowledges that he/her has read and fully understands this License Agreement, including the Marina Rules set forth below. Owner certifies that the information provided is correct and agrees to promptly notify the Marina in the event of changes to the above information. Copies of current registration/documentation and Certificate of Insurance are required to be kept at the Marina Office for as long as the Vessel is at Crown Pointe Marina. This Agreement is made and to be construed under the laws of the Commonwealth of Virginia.

"MARINA"
Crown Pointe Marina, Inc.
dba Crown Pointe Marina

"BOAT OWNER" AND "Vessel"

By: _____
Marina Operations Manager

(Print Boat Owner's Name)

Sign Here (Boat Owner)

Date: _____

Date