

The Boat Hole
 PO Box 685
 Rehoboth Beach, DE 19971
 302-947-9330
 Fax: 302-645-1372
 www.boatholemarina.com

MARINE VESSEL SPACE RENTAL AGREEMENT

VESSEL OWNERS NAME _____

SLIP OR SPACE NO. _____

This agreement entered into this _____ day of _____, 20____ by and between The Boat Hole, hereinafter known LANDLORD, and _____, hereinafter known as the TENANT is subject to the following terms and conditions:
 1. This SPACE RENTAL AGREEMENT is for a period from _____, 20____ to _____, 20____ inclusive and may be renewable for additional periods upon agreement of both parties as to rates, conditions, space involved, and payment of all specified fees and services. Name of Vessel _____

VESSEL: Make _____ Model _____ Year _____
 Mast Length _____ Draft _____ Beam _____ Radio Call _____
 LOA _____ Color _____ Registration No. _____
ENG. #1: Make _____ Model _____ Year _____ Fuel Type _____
 HP _____ Tank Capacity _____ Drive _____ Serial No. _____
ENG. #2: Make _____ Model _____ Year _____ Fuel Type _____
 HP _____ Tank Capacity _____ Drive _____ Serial No. _____

NOTE: ONLY ITEMS CHECKED BELOW APPLY TO THIS AGREEMENT

<input type="checkbox"/> SLIP RENTAL	<input type="checkbox"/> LAND STORAGE	<input type="checkbox"/> ELECTRICAL SERVICE 30 AMPS
<input type="checkbox"/> DAILY <input type="checkbox"/> YEARLY <input type="checkbox"/> WEEKLY	<input type="checkbox"/> DAILY <input type="checkbox"/> WEEKLY <input type="checkbox"/> SUMMER	<input type="checkbox"/> RATE PER SEASON \$
<input type="checkbox"/> SUMMER <input type="checkbox"/> MONTHLY <input type="checkbox"/> WINTER	<input type="checkbox"/> MONTHLY <input type="checkbox"/> WINTER	<input type="checkbox"/> OTHER SERVICES
RATE: \$ _____	RATE: \$ _____	<input type="checkbox"/> PARKING PERMITS \$

SPECIAL TERMS AND CONDITIONS

SPACE RENTAL FEES AND SERVICES

Tenant's Insurance Co. _____ Address _____ City, State, Zip _____ Agent _____ Tenants Name _____ Tenant's Home Address _____ City, State, Zip _____ Phone _____ Tenants Seasonal Address _____ City, State, Zip _____ Phone _____ Employed By _____ Address _____ Position _____ How Long Employed _____ Auto Lic. Plate No. _____ State _____ Driver's Lic. No. _____ In case of emergency, notify: Name _____ Phone _____	SLIP RENTAL	
	LAND STORAGE	
	RENTAL TAX (IF APPLICABLE)	
	TOTAL SPACE RENTAL FEE	\$
	OTHER SERVICES:	
	(1 EA.) 30 AMP ELECTRIC PERMIT PARKING	
	TOTAL SERVICES	\$
	SUB-TOTAL	\$
	TOTAL	\$
	LESS ADVANCE DEPOSIT	
UNPAID BALANCE	\$	
*All Fees Are Due & Payable On Or Before Effective Date		
TENANT(S) CERTIFY THAT THE PRINTED MATTER ON BOTH FRONT AND BACK OF THIS AGREEMENT HAS BEEN READ AND THE TERMS AND CONDITIONS SET FORTH HEREIN ARE FULLY UNDERSTOOD. TENANT(S) FURTHER CERTIFY THAT THEY HAVE EXAMINED THE SPACE IN WHICH THE SUBJECT BOAT IS TO BE PLACED AND FIND IT IS SUITABLE AND ACCEPTABLE.		
I, (We), acknowledge receipt of a copy of this agreement		
LANDLORD x The Boat Hole	PRINCIPLE TENANT X _____	
BY X _____	TENANT X _____	

2. Landlord shall retain the right to designate dock space. Every effort shall be made to assign Tenant the dock space of his/her choice; however, the rights of the other tenants and the Landlord's business judgement shall also be relevant factors in the assignment of dock space.
3. Landlord may refuse to rent dock space to any person for any reason.
4. All space rentals shall be payable in advance.
5. Tenant agrees not to sell, transfer, assign or permit the use of his/her assigned dock space without the express written consent of the Landlord.
6. If Tenant desires to dock a boat other than the craft referenced on page 1 of the Agreement, he/she must obtain the written permission of Landlord and pay any additional charges.
7. Only those persons specified on page 1 of this Agreement shall be permitted to enter or operate the boat.
8. Tenant agrees not to hold Landlord liable for any loss caused by any delay in launching, winter storage, transporting or commissioning caused by weather or any other event beyond the control of Landlord.
9. Landlord does not guarantee that electrical service shall be continuous. Tenant shall not use the marina's electrical outlets to operate power tools, equipment, machinery, etc. unless written permission has been given by Landlord.
10. Use of any open flame device, toxic chemicals or any other hazardous equipment or supplies in the docking area is prohibited.
11. Tenant shall use the docks and attached facilities for reasonable and typical boating activities. Tenant shall keep the dock area clear of all gear, tackle and other obstructions. Tenant agrees not to dispose of waste or trash (including treated or untreated sewage from heads or holding tanks) in the harbor or docking area. Landlord shall not permit Tenant to: cause damage to the docking facility through excessive wear and tear, create any unnecessary disturbance or nuisance, or store rubbish on the docking facility.
12. Tenant may work on his/her boat as long as such work does not interfere with the rights of other Tenants. If Tenant wishes to have someone other than himself or an employee of Landlord work on his boat in the marina, prior written approval must be obtained from Landlord. Such approval will be granted only if Landlord's service department cannot perform the required repairs to the boat and/or the outside serviceman can deliver to Landlord evidence of a standard certificate of workman's compensation and liability insurance coverage.
13. Tenant shall deliver to Landlord duplicates of all keys required to access and operate his/her boat. Landlord shall enter Tenant's boat only for periodic inspection or in the event of emergency.
14. If slip is to be unoccupied for more than 24 hours, Landlord reserves the right to temporarily occupy said slip for transient boats or for their own use. Owner is to remove dock lines when leaving slip for more than 24 hours.
15. For safety and fire protection, the filling of fuel tanks from transported receptacles will not be permitted.
16. All boats must be properly moored and tied with adequate mooring lines so as to prevent damage to other boats, docks, or pilings. In the event the mooring lines are not strong enough or improperly tied, Landlord shall have the right, but not the obligation, to replace said lines at the expense of the boat owner.
17. If Tenant violates any of the terms and conditions contained in this Agreement or those posted in the marina office. Landlord shall have the option of terminating this Agreement upon ten (10) days written notice to Tenant. Tenant must remove his/her boat from the marina prior to the end of the ten (10) day period.
18. Landlord shall have statutory maritime liens (state and federal) upon the boat, motor and attached equipment to secure any and all services and materials supplied to Tenant by Landlord during the term of this Agreement.
19. Tenant shall not remove his/her boat from the rented space until all charges secured by the liens described in paragraph 18 have been paid in full.
20. Tenant agrees to reimburse Landlord for reasonable attorney fees and costs relating to a suit or other collection efforts by Landlord against Tenant to collect any amount due under this Agreement or any amounts due and secured by the liens described in paragraph 18 of this Agreement.
21. If tenant fails to remove in a timely manner his/her boat and equipment from the rented space at the termination of this Agreement, Landlord shall have the option of:
 - A) charging Tenant daily rent on a pro rata basis for the space occupied; or
 - B) taking possession of the boat and equipment and locking it to the space occupied; or
 - C) moving the boat and equipment to another location; or
 - D) pursuing any other remedy available under law.
22. **INSURANCE**-Tenant agrees to have the watercraft covered by a full marine insurance package (hull coverage as well as indemnity and liability coverage). Tenant agrees to release and discharge Landlord from any and all responsibility or liability for injury (including death), loss, or damage to persons or property in connection with Landlord docking facility or marina. This release and discharge shall cover without limitation any loss or damage resulting from Landlord's employees parking or hauling Tenant's boat, vandalism, theft, fire, hail, high/low water, wind, collision, ice, rain or any other act of God.
23. If Tenant fails to make his/her space rental payments, Landlord may use either of the remedies set forth in paragraph 21 (B, C, or D). If Landlord chooses the remedy in paragraph 21 (C), Landlord may rent the space to another Tenant.
24. No signs or advertisements allowed without written authorization from management.
25. In an emergency situation, Landlord shall be permitted to move Tenant's unattended boat to a safer location if possible; however, Landlord shall not be required to provide this service. In the event such service is provided, Tenant will be billed at Landlord's prevailing rates for the service rendered posted in the marina office and Tenant shall be required to pay all costs incurred by Landlord on Tenant's behalf. Tenant shall indemnify and hold Landlord safe and harmless from any and all liability, injury, loss or damage caused by or resulting to Tenant's boat due to an emergency situation.
26. **BOAT SINKING**- In the event Tenant's boat shall, for any reason, sink while berthed in a slip, at dockside or while otherwise occupying marina waters used by customers of Landlord, Landlord may, if Tenant cannot be contacted immediately and if said sunken boat constitutes a safety or navigation hazard to other boaters, take immediate steps to raise and remove and/or repair said boat. All costs shall be at Tenant's expense.
27. It is understood and agreed that Landlord will not be responsible for any personal property left in the boat.