



1100 East Riverside Ave. • Baltimore, MD 21221 • 410-686-6998 • www.westshoryachtcenter.com

## Rental Contract

Date \_\_\_\_\_  Seasonal,  Yearly Lift

Commencing Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: Home: \_\_\_\_\_ Cell: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

### Boat Description

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Length: \_\_\_\_\_ Beam: \_\_\_\_\_

Boat Name: \_\_\_\_\_ Reg. No.: \_\_\_\_\_

Insurer (proof of insurance must be submitted with contact) \_\_\_\_\_

Slip #: \_\_\_\_\_, for a period of: \_\_\_\_\_ at a rental

of: \_\_\_\_\_, payable in advance. This contract is for rental of slip and does not include haulout or winter storage.

Tenant/s undertake and agrees to pay the rent and it is a condition precedent to the execution of this contract by the marina, and is distinctly understood and agreed by the tenant/s herein, as evidenced by the execution hereof that said tenant/s has read and binds him/herself to all conditions and provisions printed on the reverse hereof.

Tenant/s have been provided with a copy of this contract.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Marina (lessor)

## CONDITIONS AND PROVISIONS

1. Tenant/s grants to Marina and acknowledges that Marina has all the appropriate maritime liens, either State or Federal, upon the boat, motor and accessories thereof to secure any and all storage fees, repairs, gas, oil, marine hardware, accessories, or other services or materials rendered or supplied to Tenants for use upon the stored boat or any damages caused by Tenants in the use of his boat as provided in Section 10 herein. No boat shall be removed from its slip or space until all charges, damages, services and materials as aforesaid, have been paid in full.
2. Tenant/s covenants and agrees that in the event any suit or libel is brought to collect any amounts due or to become due hereunder, or to enforce any appropriate maritime or other liens, Tenant/s shall pay reasonable attorneys fees for such suit or libel plus costs.
3. As part of the consideration for this agreement, the Tenant/s, for himself, his heirs and assigns, hereby releases and agrees to save Marina harmless from any and all liability for personal injury, loss of life, and property damage to Tenants, his family, his employees, invitees and agents, arising out of or in connection with the condition or use of the above boat, motor, and accessories, or in the use of the licensed premises or the accesses thereto; and Tenant/s, for himself, his heirs and assigns, hereby releases Marina from any and all liability for loss or damage to the above described property, or the contents thereof due to fire, theft, collision, windstorm, accident or like causes occurring to said boat while on or about the premises of Marina, whether the said boat is parked or hauled by an agent or Marina or not. Marina shall not be considered, under this agreement, as an insurer of Tenant/s/s' property, and Tenants shall secure such insurance coverage against all boat and boating hazards and loss as may be necessary. Tenant/s shall retain- enforce a minimum of "Fair-Market Value"; and a minimum of \$300,000 Liability coverage during the term of this contract or contract shall become null and void.
4. The Tenant/s renting a slip or space for his boat, shall have the exclusive use of said slip or space for his boat. No Tenant/s shall have the right to assign this agreement or to sublet said slip or space or to allow the use thereof by any other person, without the consent of Marina. The use of this slip shall be limited to the boat and Tenant/s named on this contract.
5. The electric current may be used by Tenants on their boats, to such limited extent as may be from time to time permitted by Marina and subject to such safety regulations as Marina establishes. Tenant/s shall pay an EXTRA CHARGE for electricity if Tenant/s uses electricity for major appliances, including by way of illustration and not by way of limitation, an AIR CONDITIONER, FREEZER, BATTERY CHARGER, or any other use determined by Marina to be unusual or excessive.
6. Tenant/s shall be responsible for the proper securing of his boat in the slip and said boat shall be carefully maneuvered into and out of the slip. Tenant/s will be responsible for damage caused by his boat either to Marina property or to other boats and property, or by any wash created by, or any other use in connection with the operation of said boat. If, in the opinion of Marina, Tenant/s operates his boat in a careless, reckless or negligent manner within the Marina area, this lease shall be subject to cancellation at the discretion of Marina.
7. It is distinctly understood that Marina does not assume any responsibility concerning the care, attention, servicing, or risk of any boat, accessories, equipment or property involved in this rental contract.
8. Tenant/s, his crew and guests, shall conduct themselves in an orderly manner so as not to annoy nearby residents. No garbage, trash, bottles, cans sewage, oil, etc., may be thrown overboard in the harbor within or in the vicinity of the Marina. Toilet facilities on boats may not be used at the pier or in the Marina area. If, in Marina's discretion. Tenant/s violates this rule, Marina shall be entitled to cancel this Lease at any time by prior notice to Tenant/s.
9. Marina, its agents, servants, or employees, are authorized to move and/or operate Tenant/s/s' boat when necessary.
10. In the event of storm, fire, or other occurrences causing damage to the piers, slips, or Hi and Dri Building, repairs will be made thereto as quickly as feasible and slip or space rentals will be adjusted with the Tenant/s for any period when piers or buildings are not fully usable as a result of such storms, fire, or other occurrences. Such degree of usability and any rental adjustments arising therefrom are to be determined by Marina.
11. It is understood and agreed that this rental contract is subject to cancellation at Marina's discretion if Tenant/s, in Marina's opinion, fails to keep his boat in good condition and repair and attractive in appearance, or if said boat shall sink. Tenant/s also agrees that said boat may be removed from water and held subject to a lien for any charges due Marina.
12. In addition to the specific causes mentioned herein which give Marina the right to cancel the rental contract, Marina has the right to cancel this contract at any time when Tenant/s is more than fifteen (15) days in arrears in the payment of rent.
13. Notice by Marina to Tenant/s of cancellation of this contract for any of the specific causes mentioned herein shall be deemed sufficient and shall become effective when mailed to Tenant/s. Should any such mailed notice fail to reach said Tenant/s due to a change of home or business address of Tenant/s, which change has not been submitted in writing to Marina, such notice shall be deemed waived. Any cancellation of this rental contract by Marina shall in no way prejudice or in any way affect any legal or equitable remedies of Marina granted in this contract or any Federal or State Maritime or other lien to which Marina may be entitled.
14. Tenant/s has received a copy of the rules and regulations and agrees to abide by them.
15. Marina's waiver of its right to enforce any covenant or provision hereof on the occasion of any one or more breaches shall not be construed as the waiver of the right to enforce such covenants or provisions thereafter.