



# Harbour Cove Marina ("HCM") Boat Dock Rental Agreement

5910 Vacation Lane – P.O. Box 437 – Deale, MD 20751 Ph: 410-867-1600

This Boat Dock Rental Agreement is entered into and effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between **Harbour Cove Marina 5910 Vacation Lane, Deale, MD 20751**, (hereinafter known as the "LESSOR") and \_\_\_\_\_ (hereinafter known as the "LESSEE") subject to the following conditions:

**LESSEE INFORMATION:**

Full Name(s): \_\_\_\_\_

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

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

Email: \_\_\_\_\_

**Emergency Contact Name & Number:** \_\_\_\_\_

**Boat:**

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

Length O/A: \_\_\_\_\_ Beam: \_\_\_\_\_ Hull ID or MD # \_\_\_\_\_

**Motor(s):**

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

►► **Insurance** ►►: Provider: \_\_\_\_\_ Agent: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Agent Phone Number: \_\_\_\_\_

LESSEE agrees to provide proof of insurance and/or to allow Lessor to contact Lessee's insurance company to obtain Certificate of Insurance. Harbour Cove Inc must be named as Additional Insured.

A slip, rack or field space situated at \_\_\_\_\_ will be reserved for the above boat. The terms are agreed upon as follows:

1. One-year rental of slip, rack or field space from \_\_\_\_\_, 2024 to \_\_\_\_\_, 2025. \_\_\_\_\_ Lessor (initials) \_\_\_\_\_ Lessee (initials)

The rental fee for the lease period is \$ \_\_\_\_\_. A non-refundable deposit of 10% \_\_\_\_\_ is immediately due. The remainder of the rental fee is due on or before April 1, 2023. Slips, racks, or field space will be held up to five days after the rental fee due date. Thereafter, deposit will then be forfeited to HCM and released for re-rental.

2. Month to Month Rental of slip, rack or field space (start date \_\_\_\_\_). Monthly Rate \$ \_\_\_\_\_. \_\_\_\_\_ Lessor (initials) \_\_\_\_\_ Lessee (initials)

Monthly rental slips, rack or field space payment will be due on the first of each month; past due on the fifth. On the sixth day a late fee of 5% will be assessed to lessee. Owner must have a valid credit card on file and will authorize HCM to charge any monies due for on the 1<sup>st</sup> of every month until vessel is removed from HCM. Owner must provide HCM a 30-day written notice of Intent to vacate.

Fees and rates are subject to change. LESSEE agrees to grant LESSOR a valid lien upon LESSEE's boat and or motor for all outstanding fees that are due and owed to HCM. All account balances must be paid prior to moving or launching boat. **NO EXCEPTIONS**

**\*\*NOTE: NO BOAT SHALL BE REMOVED OR LAUNCHED FROM LESSOR'S PREMISES UNTIL ALL FEES ARE PAID IN FULL. \*\***

This Agreement (page 2 and page3) contains the entire understanding between LESSEE and LESSOR and is subject to the laws and courts of Anne Arundel County, Maryland.

By signing below, LESSEE acknowledges that LESSEE has read, understands, and agrees with the terms and conditions set forth in this Agreement (page 2 and 3). Further, LESSEE has examined the dock space in which the above boat is to be placed and finds it suitable and acceptable.

**Signatures:**

LESSEE

DATE

LESSEE

DATE

**Harbour Cove Marina:** \_\_\_\_\_

1. LESSOR reserves the right to assign dock space.
2. LESSOR reserves the right to lease or refuse to lease to any certain vessel based on size and/or condition.
3. It is agreed between the parties that LESSEE shall not assign, transfer, or permit the use of the assigned space to any other person.
4. Any infraction of the rules and regulations contained herein or posted on the premises by LESSOR shall, at the option of the LESSOR, be grounds to terminate this lease agreement upon (10) days written notice. LESSEE shall then remove the boat from the harbor and/or premises within that period. Should the LESSEE not remove the boat within 10 days, the LESSOR is authorized to haul, move, block, guard, insure, and incur other fees related to disposal of the vessel, all fees will be at LESSEE's expense.
5. LESSEE agrees to keep the dock and premises free and clear of gear, tackle, garbage, and all other obstructions.
6. Launch season for Boatel and Covered Rack customers is **April 1<sup>st</sup> to December 1**. Annual Rental agreements have the option to remain in Boatel or Covered Rack beyond launch season for winter storage which is included in the yearly contract. Also, after hour launches by appointment only and charges apply. Weather permitting!
7. LESSEE agrees that only reasonable and customary use will be made of the docks and facilities and that no unnecessary wear and tear, disturbance, or nuisance will occur.

**HARBOUR COVE MARINA IS A "NO DISCHARGE ZONE", THE DISCHARGE OF EITHER RAW OR TREATED SEWAGE IN THE MARINA IS**

**PROHIBITED!**

8. LESSEE further agrees not to discharge waste, including treated or untreated effluent or sewage from heads or holding tanks in the harbor or basin. Discharge of anti-freeze, oil, fuel, or other chemicals used in winterization, whether by spillage or engine operation, into the waters of the facility is prohibited. All costs shall be at the LESSEES expense. (SEE INDEMNIFICATION BELOW)
9. If LESSEE desires to dock a boat other than the one described herein, LESSEE must first secure permission from the LESSOR and pay any additional fees, as applicable.
10. The use of the harbor, marina, or storage yard electrical outlets for the operation of power tools, battery chargers, welders, air conditioners, heating units, etc., is prohibited.  
The LESSOR cannot and does not guarantee the continuity of electrical services where provided.
11. The use of torches or open flame, inflammable or toxic removers, or any other hazardous materials or equipment is prohibited.
12. The LESSOR is not responsible for delays in hauling, launching, winter lay-up or commissioning, as a result of inclement weather or any other circumstances beyond its control.
13. LESSEE hereby authorizes LESSOR, its agents, employees to move and/or operate LESSEE'S boat for repairs or for normal marina operations solely at LESSEE'S risk.
14. LESSEE agrees that in the event of default by LESSEE necessitating action by LESSOR against LESSEE to collect any amounts due or to become due hereunder, or to enforce any provision hereof, or appropriate maritime or other liens, the LESSEE shall pay the LESSOR's reasonable attorney fees, court costs and expenses for such suit or collection effort.
15. In the event LESSEE fails to remove his boat and property from the dock space leased to LESSEE at the termination of the lease period, LESSOR may as its sole option: (1) charge to LESSEE's account daily rent plus 20% on a pro rata basis for each day or portion thereof that the dock space is occupied and (2) avail itself of any other remedy available to LESSOR under law.
16. Operation of LESSEE'S boat shall be restricted to LESSEE unless otherwise specified in writing.
17. All account balances must be paid prior to moving or launching boat. **NO EXCEPTIONS.**
18. Prices are based on overall length of the boat including bow sprits, appendages, brackets, and engines.
19. Sandblasting, spray painting, hull stripping, power sanding that creates airborne dust not permitted.
20. All paint chips and bottom painting residue must be collected. Environmental cleanup charge may apply if not cleaned up. Harbour Cove rents dustless sanders for \$20 an hour.
21. *CONTRACTOR/VENDOR SERVICES: Outside vendors or contractors are not permitted on the LESSOR premises without permission of the Marina management and full compliance with our Rules and Regulations. Such contractors or vendors may obtain permission to work on vessels in the Marina subject to certain conditions, regulations, insurance requirements and administrative surcharges, established by the Marina to protect the Marina, its customers, and the environment. These terms, which include checking in and out with the Marina office daily. Prior to commencing work, Contractor must provide HCM a Certificate of Insurance with liability coverage no less than \$2,000,000 and workers comp insurance. The Certificate of Insurance must name Harbour Cove Inc as additional insurance. Any outside contractor of vender not complying with these conditions will be required to leave the premises immediately. Contractors are only allowed on property during working hours.*
22. Warranty work performed by the dealer selling LESSEE the boat is permitted. LESSOR must be given advance written notice of such work. A copy of the work order must be presented to LESSOR along with a certificate of insurance before approved work can begin.
23. LESSOR does not loan tools, electrical cords, appliances, or ladders.
24. Display of "For Sale" signs are prohibited.
25. A \$50.00 fee will be assessed for all returned checks.
26. Accounts not paid within terms are subject to a 5% monthly finance charge.

27. A fee of 3% will be charged to all credit card payments.
28. There will be no refunds for early termination of this agreement.
29. LESSEE shall provide LESSOR with a set of main door or hatch and ignition keys. The boat will be entered by LESSOR only for periodic inspection or for emergency purposes.
30. **INSURANCE:** LESSEE AGREES to keep the boat fully insured with complete marine insurance, including hull coverage and indemnity and/or liability insurance. The LESSEE will provide to the LESSOR, a current Certificate of Insurance with Harbour Cove Marina named as an additional insured which identifies all coverage limits including a **minimum of \$300,000.00 liability**. LESSOR does not carry insurance covering the property of the LESSEE.
31. **INDEMNIFICATION:** To the fullest extent permitted by law, LESSEE shall defend, indemnify and save harmless LESSOR and/or any of its parent, affiliated or subsidiary entities, companies, corporations, partnerships, limited partnerships, limited liability partnerships, limited liability companies, (collectively "Agents") from and against any and all claims, demands, suits, actions, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including reasonable attorneys' fees and expenses, brought by any State or Federal Agency or entity, client or customer, on account of bodily or personal injury, sickness, disease or death sustained by any person or persons, or injury or damage or personal injury, or injury or damage to or destruction of any property, including, without limitation, loss of use thereof, directly or in, directly arising out of or in connection with or relating to the dock space rental, HCM services, premises and or facilities, LESSEE's boat (including but not limited to the operation, repair and any other services whether parked or hauled by an agent or employee of LESSOR) and any other service or outgrowth in connection with or pursuant to this Agreement, whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and LESSEE shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings.
32. In case of emergency as determined by LESSOR, the LESSOR shall be authorized to move LESSEE'S boat, if possible and practical, if the boat is unattended and LESSEE cannot be reached.
33. Under no circumstances is LESSOR under any obligation to provide the service described in paragraph 32. Any costs incurred by LESSOR shall be billed at the yard rate or as posted in the office. The LESSEE shall be solely responsible for any emergency measures to include but not limited to all fees and costs incurred.
34. The LESSEE authorizes, at the discretion of LESSOR, for LESSOR to thoroughly survey the boat for fire hazards at hauling prior to moving to dry storage. Conducting the survey and or the failure to require or fully perform a survey with respect to LESSEE'S boat or other LESSEE (S) boats will not subject the LESSOR to any duty or liability to the LESSEE with respect to fire or explosion prevention or detection.
35. The LESSEE assumes full responsibility for providing adequate covering to protect the vessel from any and all perils and for the proper maintenance of such covering while the boat is on or in the premises of the LESSOR. Only custom boat covers or shrink wrap no "tarp" shall be allowed.
36. The LESSEE should remove any personal property from the boat prior to storage. The LESSOR will not be responsible for theft or damage to any items or personal property (including valuables) left in the boat. (SEE INDEMNIFICATION ABOVE)
37. In the event LESSEE's boat shall, for any reason, sink while berthed in a slip, at dockside or while otherwise occupying marina waters, LESSOR may, if LESSEE cannot be contacted immediately and if said sunken boat constitutes an environmental, safety, or water navigation hazard to other boats, take immediate steps to raise and remove and/or repair said boat, all costs shall be at the LESSEES expense. (SEE INDEMNIFICATION ABOVE)
38. LESSEE warrants that LESSEE'S boat will be properly moored at all times and LESSEE will be liable for any loss, injury and or damage to persons and or property as a result of LESSE'S improperly moored boat. (SEE INDEMNIFICATION ABOVE)
39. Only dock boxes purchased from the marina are allowed on the piers.
40. Mounting of antennae, decoys, or any other devices onto pilings is prohibited. All lines must be removed from pilings by December 10<sup>th</sup> of each year.
41. The launch ramp is for employee use only.
42. Dogs must be on a leash at all times and under the control of the Lessee. Lessee is responsible to clean up after pet and dispose of pet waste in designated trash cans.
43. LESSEE agrees to follow the HCM "Clean Marina Rules. LESSEE acknowledges that a copy has been received and is incorporated into this Agreement by reference.
44. All notices required by this Boat Dock Rental Agreement shall be mailed or emailed to LESSEE's address of record.
45. Living aboard the boat is prohibited.
46. Renter shall be responsible for all charges related electric. Renter must contact BGE @ 800-685-0123 and provide them with the following address: 5910 Vacation Lane, Deale MD 20751 and your wet slip number to establish service and agrees to indemnify and defend Harbour Cove Marina from any unpaid charges related to such Slip.

Initials: \_\_\_\_\_