

EDENTON MARINA DOCKAGE AGREEMENT

607 West Queen Street, P.O. Box 700, Edenton NC 27932

Boat Name			Owner's Name	
Mfg		Year	Address	
Power	Sail	Reg. #	City, St, Zip	
LOA		Beam	Phone	Mobile
Draft		Slip #		
Combo/Key Location			Employer	
Insurance Co.			Address	
Address			City, St, Zip	
City, St, Zip			Phone	
Agent				
Phone				
Notes			Rental Fee	Do not enter \$ sign or comma. Do enter the decimal
			Less Deposit	
			Balance Due	

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows: This agreement is made between Edenton Marina (hereinafter "Lessor") and the undersigned owner (hereinafter "Lessee").

WHEREAS LESSOR is about to enter into a dockage contract with the undersigned, wherein the boat described above is now or hereafter shall be kept at Edenton Marina and;

WHEREAS LESSOR will enter into said Agreement, only if the Lessee assumes all risk of loss or damage to said craft, while at said marina or mooring facilities, and only if said craft is adequately and properly insured by an all risk marine policy.

1. Lessor does lease and rent unto Lessee the slip above designated at Edenton Marina from _____ until _____. Said lease will renew automatically on a month to month basis until Lessee notifies Lessor in writing sixty (60) days in advance of the date upon which Lessee shall vacate the slip. Lessee shall pay all rent up to the effective date of termination even if Lessee should vacate the slip sooner.
2. Lessee does agree to pay the rental fee above designated for the lease term applicable. Same to be paid _____ monthly _____ annually in advance. If monthly, the monthly amount shall be due by the _____ day of each month during the term.
3. Lessee does agree that any unpaid and past due rent or other charges due under the provisions of this contract shall bear a service charge of 1 1/2 % per month from the date due until paid in full.
4. Lessee does by these presents waive and relinquish to said Lessor, its successors and assigns, all claims of every kind arising during the period of time a dockage contract is in effect between the parties, as the result of any loss or damage to said boat or its equipment or its contents, except such loss or damage which results from the negligence of the employees of Lessor, while on board, or moving said boat. Lessee further agrees for himself, his agents, servants, and employees, to indemnify and hold harmless Lessor for all claims and demands arising out of the ownership, use, or possession of said boat, or the execution of this dockage agreement.
5. Lessee certifies that both pages (2) of this agreement have been read and the Terms and Conditions and all other matters set forth are fully understood, are acceptable and are herewith agreed to by Lessee.

Signature

Email

Date

Submitting this form electronically constitutes a legal and binding document.

EMAIL TO: HARRELL.SCOTTY@GMAIL.COM

TERMS AND CONDITIONS

1. Lessor shall retain the right to designate slip space. Every effort shall be made to assign Lessee the slip space of his/her choice; however, the judgment shall also be relevant factors in the assignment of slip space.
2. The Lessor reserves the right to rent slips to transients when not occupied by the Lessee, and may refuse to rent slip space to any person for any reason.
3. During the course of the lease term, the Lessor reserves the right to use any slips, without rebate, for boat shows. The Lessor will assist with rafting or mooring Lessee's boat if his/her slip is used during any boat show.
4. Lessee agrees not to sell, transfer, assign or permit the use of his/her assigned slip space without the express written consent of the Lessor.
5. If Lessee desires to dock a boat other than the craft referenced on page 1 of this Agreement, he/she must obtain the written permission of Lessor and pay any additional charges.
6. Lessee agrees that all mooring devices, dock lines and fenders, however provided, are solely the property of the Lessee and agrees to release and discharge Lessor from any and all responsibility or liability for injury, loss or damage caused by failure of same.
7. Lessee agrees not to hold Lessor 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 Lessor.
8. Lessor does not guarantee that electrical service provided, if any shall be continuous. Lessee shall not use the marina's electrical outlets to operate power tools, equipment, machinery, etc. unless written permission has been given by Lessor. Lessor may charge for electrical service or connections.
9. Use of any open flame device, toxic chemicals or any other hazardous equipment or supplies is prohibited.
10. Lessee shall use the docks and attached facilities for reasonable and typical boating activities. Lessee shall keep the dock area clear of all gear, tackle and other obstructions. Lessee shall not cause damage to the docking facility through excessive wear and tear, create any unnecessary disturbance or nuisance, or store rubbish on the docking facility. Garbage shall be placed in containers so provided.
11. Lessee may work on his/her boat in the water as long as work does not interfere with the rights of other lessees or the operation of the marina. Lessee, or someone on behalf of Lessee, may not use the equipment and/or facilities of Lessor to work on any boat without Lessor's prior written consent. If Lessee desires to have someone other than himself or Lessor work on his boat then prior written approval must be obtained from Lessor. Such approval will be granted if such outside serviceman can deliver to Lessor evidence of a standard certificate of workman's compensation and liability insurance and Lessor cannot perform said work.
12. If Lessee violates any of the provisions and/or terms and conditions contained in this Agreement or those rules and regulations posted in the marina office, Lessor shall have the option of terminating this Agreement upon ten (10) days written notice to Lessee. If the rent is current, Lessee must remove his/her boat from the marina prior to the end of the ten (10) day period.
13. Lessor 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 Lessee by Lessor during the term of this Agreement, and/or unpaid rent and/or damages to Lessor's property caused by Lessee or his/her boat. Said lien shall include a possessory lien and the right to hold the boat until all such sums due are paid for. Upon failure of Lessee to pay any sum due, Lessor may give Lessee thirty (30) days prior notice of its intent to dispose of the boat pursuant to any of the methods set forth in N.C. Gen. Stat. 25-9-594 and apply any sale proceeds as therein provided for.
14. Lessee shall not remove his/her boat from the rented slip space until all charges secured by the liens described in paragraph 13 have been paid in full.
15. Lessee agrees to reimburse Lessor for reasonable attorney fees and costs relating to a suit or other collection efforts by Lessor against Lessee to collect any amount due and secured by the liens described in paragraph 13 of this Agreement.
16. If Lessee fails to remove in a timely manner his/her boat and equipment from the rented slip space at the termination of this Agreement, Lessor shall have the option of:
 - a) charging Lessee daily rent on a pro rata basis for the slip space occupied, or
 - b) taking possession of the boat and equipment and locking it to the dock space occupied; or
 - c) moving the boat and equipment to another location; or
 - d) pursuing any other remedy available under law; including those specified in paragraph 13.
17. **INSURANCE:** Lessee agrees to have the watercraft covered by a full marine insurance package (hull coverage as well as indemnity and liability coverage). Lessee agrees to release and discharge Lessor from any and all responsibility or liability for injury (including death), loss, or damage to persons or property in connection with Lessor's docking facility or marina. This release and discharge shall cover without limitation any loss or damage resulting from Lessor's employees parking or hauling Lessee's boat, vandalism, theft, fire, high! low water, wind, collision, ice, rain or any other act of God.
18. If Lessee fails to make his/her slip space rental payments, Lessor, may use either of the remedies set forth in paragraph 13 or 16 (b, c, or d). If Lessor chooses 16 (c), Lessor may rent the space to another lessee.
19. Lessee shall deliver duplicate of all keys required to access and operate his/her boat. Lessor shall enter Lessee's boat only for periodic inspection or in the event of emergency.
20. In an emergency situation, Lessor shall be permitted to move Lessee's unattended boat to a safer location if possible. Provided however, that Lessor shall not be required to provide this service. In the event such service is provided, Lessee will be billed at Lessor's prevailing rates for the service rendered posted in the marina office and lessee shall be required to pay all costs incurred by Lessor on Lessee's behalf. Lessee shall indemnify and hold Lessor safe and harmless from any and all liability, injury, loss or damage caused by or resulting to Lessee's boat due to an emergency situation. The Lessee, remains solely responsible for securing his boat and protecting it in the event of severe weather.
21. In the event of a hurricane warning or approach and if notified to do so by Lessor, the Lessee must remove his boat from the pier or mooring, to avoid damage to the craft or the marina facilities, and must not return to the marina facilities until so approved by Lessor.
22. All charges for service and yard work by Lessor are due and payable upon completion of the work.
23. All boats must be kept in a seaworthy and ship-shape condition both mechanically and visually in the opinion of the Lessor and must be capable of leaving the marina harbor and dock under their own power.
24. No overboard toilet discharges are to be made at pier or moorings or in Edenton Marina; restrooms are available on shore with night keys available.
25. No oil, gasoline, or cleaning substances may be discharged or dumped overboard in Edenton Marina.
26. Absolutely no fish cleaning is allowed either on boats or on any of the marina's facilities, and accordingly no carcasses or garbage are to be thrown overboard at or in the vicinity of the piers or moorings.
27. No "For Sale" signs are to be posted on boats or piers at Edenton Marina, as prosecution for theft and/or trespassing then becomes difficult.
28. Halyards must be tied off by the Lessee; a charge will be made if done by marina personnel.
29. The Lessor will not be held responsible for damage to iron, awl grip, or other similar finishes while hauling or moving Lessee's boat.
30. Pets are permitted so long as they do not disturb other guests and so long as they are kept on a leash.
31. No solicitation of business or sale of merchandise is permitted on the premises of Edenton Marina by Lessees or other third parties.
32. No clothes may be laundered or dried outside boats and in view of other guests. Laundry facilities are provided by Lessor.