

1. **USE:** Owner has permission to use the allocated boat slip or land storage for the period listed exclusively for Owner's personal and recreational use. No commercial activity (by way of illustration and not limitation, renting or chartering a boat, renting a trailer) is permitted at any time.

2. **RULES & REGULATIONS:** The Rules & Regulations of Pier 7 attached hereto as Exhibit A are incorporated fully herein and are a material part of this Agreement.

3. **INSURANCE:** This Agreement is not intended to and does not create or establish a bailment. The boat is placed in the slip entirely at the Owner's sole risk, control and possession subject to the terms of this Agreement and the Rules & Regulation of Pier 7. Pier 7 is not responsible for damage to the boat or theft of property, equipment, belongings or possessions. Owner must at all times have comprehensive and liability insurance in the amounts set forth herein in place on any boat, trailer, or other vehicle brought on to or operated on Pier 7 property to protect against any loss. **The marine insurance policy for the boat must provide minimum coverage of at least \$300,000 for liability (per incident) for injury to persons, damage to property, and water pollution liability. Each insurance policy must contain a waiver of subrogation clause. Pier 7 will require a copy of the certificate of insurance listing Pier 7 as an additional insured, when Boat Owner signs this Agreement.** The minimum amount of coverage for any motor vehicle or trailer is that required by law and in no event less than \$30,000 for bodily injury per person, \$60,000 for bodily injury for two or more people, and \$15,000 for property damage. The failure to present a certificate of insurance or to maintain the required insurance coverage is a material breach of this Agreement.

4. **NO WARRANTY; LIMITATIONS & EXCLUSIONS:**

BOAT-SLIP AND LAND STORAGE SPACES ARE PROVIDED IN AN "AS IS" CONDITION. PIER 7 MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ABOUT ANY OF ITS FACILITIES OR SERVICES OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE. OWNER WAIVES AND RELEASES PIER 7 FROM ANY CLAIM FOR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING ANY CLAIM FOR LOSS OF USE OR PROFIT ASSOCIATED WITH THE BOAT SLIP RENTAL OR LAND STORAGE UNDER THE TERMS OF THIS AGREEMENT.

5. **LIABILITY & INDEMNIFICATION:** Pier 7 cannot and will not be responsible for loss of any kind, regardless of the cause, including wind storms, theft, pilferage, fire, water damage, hail, vandalism, freezing or heat loss, Acts of God, or personal injury to Owner or any Owner guest or invitee.

Accordingly, to the fullest extent permitted by law, Owner releases Pier 7 and its directors, officers, shareholders, managers, members, employees, owners, affiliates, agents, successor or assigns or independent contractors (collectively "Pier 7") from any and all liability and Owner agrees to defend, indemnify and hold Pier 7 harmless from any claim, demand or cause of action and any damage, liability, and expense arising out of Owner's breach of this Agreement or breach of any Rule or Regulation. Owner shall also defend, indemnify and hold Pier 7 harmless from any claim, demand or cause of action arising out of any loss, damage, or injury (a) to any person, guest or invitee (including Owner or Owner's guests or invitees), (b) to any property or (c) any death arising under or in any way related to Owner's use of any Pier 7 dock or facility, whether or not caused, in whole or in part, by Pier 7 except where there is an adjudication of gross negligence on Pier 7's part.

Owner also is solely responsible for and shall defend, indemnify and hold Pier 7 harmless from any claim, demand or cause of action for any damage to any other boat in the Marina or to Marina structures or facilities and for any injury caused by Owner's acts or omissions to any person, invitee or guest. Owner and any Owner guest or invitee uses Pier 7 at the person's own risk and acknowledges that children must be accompanied and supervised by an adult at all times. All of Owner's personal property brought or left on the premises shall be kept at the Owner's sole risk and Pier 7 is not liable to Owner or any person claiming by or through the Owner liability for any injury to person or damage or loss of property from any cause whatsoever, including but not limited to all claims arising out of an accident to the Owner, Owner's guest or invitee, or Pier 7 while on Pier 7 premises and all claims arising out of fire, theft, sinking or any other damage or loss to Owner's boat or personal property.

6. **SLIP USE/LAND STORAGE USE:** Slips and land storage space shall be limited to one boat per slip/space. Only the boat or trailer described above shall be stored pursuant to this Agreement. **Pier 7 will have free and full use of slip/land storage space whenever Owner is not using it. Pier 7 reserves the right to relocate Owner's boat to a comparable slip/land space if the need arises.**

7. **TRANSIENT DAILY RENTAL:** Boat slips are rented by contract term or overnight *only*. Only one boat is allowed in or around each boat slip, including jet skis. All overnight dockings are charged \$1.50 per foot, per night, payable in advance.

Owner Initials: _____

Pier 7 Initials: _____

8. FEES: Slip rental is due as set forth above. (If monthly rate is used, payment is due the first day of each month rented or fraction thereof.) Slip availability cannot be guaranteed if payment is not received by due date. All land storage is due when agreement is signed. Boats or trailers on Pier 7 property without a current and paid-up agreement are charged a daily storage fee equal to the then current transient rate, plus a \$50.00 per day administrative fee.

Past due accounts will be assessed an interest charge. Owner's account will be considered past due if any payment is not received within 3 calendar days of its due date. A one and one-half percent (1.5%) monthly interest charge or the maximum rate allowable at law (whichever is greater) will be added to any past due account and Owner's access to the dock or any security gate may be disabled by Pier 7 and access denied until Owner brings the account current. By exercising any right under this paragraph, Pier 7's does not waive any other right or remedy under this Agreement or its Rules & Regulations. Furthermore, any limitation on Owner's access pursuant to this paragraph does not waive, release or discharge Owner from any responsibility, obligation or duty required under this Agreement or its Rules & Regulations. There will be a \$50.00 service charge for any returned checks

Owner understands that Pier 7 has the right to assert a lien pursuant to the laws of the State of Maryland or Federal maritime law, or may land store, impound, or cause to be impounded Owner's boat where any payment is overdue thirty (30) days or more. This provision specifically includes, but is not limited to, asserting a lien for "necessaries" as defined by Federal law. Owner, therefore, acknowledges that all rental charges or any other services or materials provided or accruing during the term of this contract gives Pier 7 a valid lien on Owner's boat. Owner agrees not to remove Owner's boat from Pier 7's premises until all charges are fully paid.

9. LAND STORAGE: Owner will receive and will attach a Land Storage permit to the trailer at all times. A trailer without a current, paid in full permit will be considered abandoned and Pier 7 shall have the right to remove or dispose of any such trailer as allowed by applicable law.

10. MAINTENANCE AND REPAIRS: Do-It Yourself Maintenance must be cleared by the office before performing work. Any person other than Owner who performs any repair or service work on Owner's boat or property at Pier 7 shall sign in and out at the Pier 7 office and shall provide Pier 7 with proof of satisfactory insurance to protect Pier 7's interest and to cover any damage that might occur to any other persons, boats, or property as a result of the person's conduct, services or work. Any person other than Owner who performs any service work on Owner's boat or property at Pier 7 must provide proof of \$1MM USD Liability Coverage per incident and \$3MM USD aggregate coverage. Only routine maintenance is permitted and the scope of permitted service or repair activity on Owner's boat within Pier 7 is at Pier 7's sole discretion. Neither Owner nor any other person may perform any work on Owner's boat without advance notice to and express written permission of Pier 7.

11. SLIP: Pier 7 reserves the right the change Owner's slip assignment at any time and to use the slip to moor transient boats when Owner's boat is not in the slip. The vessel identified above is the only one Owner may dock in the slip under the terms of this Agreement. Owner may not change or adjust a dock or a slip without Pier 7's advanced written approval. No ornaments or other objects may be placed on or near boat slip or on a trailer. All power cords leading from boat to power supply must be approved. All power cords must be secured in a manner so that they do not touch the water.

12. WINTERIZING & STORM PREPARATIONS: Owner is solely responsible for winterizing or making preparations for securing Owner's boat in advance of a storm. In the event of a natural disaster or Act of God, or for any other reason, such as hurricane, that would cause the channel to become impassable, refunds will not be given for the time that the channel is unnavigable or for damage to boats or equipment. Owner accepts these risks when renting space. Should a boat sink, Owner will be notified and is solely responsible for removing it. If removal is not done immediately, Pier 7 will have the boat removed at Owner's sole expense and risk.

In the event of a severe storm, hurricane, snow or ice, Owner shall take all necessary available steps and precautions including, but not limited to, adding extra mooring lines with proper chafing gear, and securing all personal property. Pier 7 may, but is under no obligation to, take necessary actions to adequately secure the boat and to prevent loss or damage to other boats or Pier 7 facilities. Pier 7 may charge a fee for its services under this paragraph. All costs incurred by Pier 7 in taking such action shall be charged to Owner. Pier 7 will attempt to notify Owner prior to taking action but, if Owner is not reached in advance of such action, Pier 7 will notify Owner as soon as possible thereafter. Any action Pier 7 takes under this paragraph does not create a bailment or constitute an undertaking, possession or a duty for safe keeping -- Pier 7 does not assume or have any liability or responsibility associated with the boat (e.g., any loss or damage to the boat or any equipment or property located therein) as set forth further in this Agreement.

Owner Initials: _____

Pier 7 Initials: _____

13. FUELING: All fueling must be done only at a proper gas dock. Anyone who fuels a boat anywhere on the property other than the gas dock is in material breach of this Agreement, which will be terminated immediately.

14. CHILDREN & GUESTS: Children under 21 must be accompanied at all times by a responsible adult. Owner assumes all liability and responsibility for the conduct and actions of children or guests. Vandals will be prosecuted.

15. SUBLEASING: Not permitted.

16. TERMINATION: Either party may terminate this Agreement within thirty (30) days written notice of termination, given by mail or delivery to the addresses set forth above or if by electronic mail on the day sent. If Owner terminates, there is no refund of any kind. Pier 7 reserves the right to terminate the privileges granted at any time without refund for disorder, intoxication, or non-compliance with any Rule or Regulation. Upon notice of such termination, Owner shall remove the boat from the slip immediately. Should Owner fail to remove the boat, Owner hereby authorizes Pier 7 to remove the boat and any other property at Owner's sole expense and risk. Pier 7 may remove the boat and any other property at Owner's expense and risk to any other wet or dry storage Pier 7 selects. Owner shall be responsible for all costs of such removal and continued storage. Owner assumes all risks, damages, claims and expenses, including risks of damage to the to the boat, incurred in connection with such removal and/or storage and releases and holds Pier 7 harmless from all liability and costs in connection therewith.

Upon expiration or termination of this Agreement, Owner shall leave the boat space and surrounding area in the condition it was in prior to any use by Owner and clean and free of all debris and personal property. If Owner fails to vacate the boat space on the expiration or termination date, fails to leave the slip and surrounding area in the condition it was in (ordinary wear excepted), fails to leave the surrounding area clean and free of debris, or fails to abide by any other terms and conditions of this Agreement, Owner shall be responsible for payment of the transient rate for each day past the termination date, all costs and expenses, late payment charge of five percent (5%) per month for payments made after 10 days of due date, and collection expenses including reasonable attorneys' fees, incurred by Pier 7.

17. MERGER AND INTEGRATION, AND MODIFICATION. This Agreement, and any attachments hereto, contain all of the agreements, understandings, promises, covenants, commitments, representations, terms, conditions and warranties made by or between the parties hereto with respect to the subject matter hereof, and it terminates and supersedes any prior agreement. Any and all modifications and amendments to this Agreement must be in writing and signed by the party against whom enforcement is sought except Owner agrees that Pier 7 may promulgate additional Rules and Regulations, which shall be incorporated into this Agreement. Pier 7 shall notify Owner of any additional rules and regulations by email to Owner's last provided email address. Owner agrees to comply with and carry out any additional rules and regulations and be bound by them as part of this Agreement or may elect to bring current all amounts due and to terminate the Agreement as set forth in the Termination paragraph.

18. Governing Law; Severability; Venue & Attorneys' Fees. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of Maryland, without regard to its conflicts of law provisions. In the event that any provision herein in any way contravenes the laws of Maryland that provision shall be deemed severable and not to be part of this Agreement, but all remaining provisions shall remain in full force and effect. In any action or proceeding arising from or relating to this Agreement, the action must be brought exclusively in the state court located in Anne Arundel County or the U.S. District Court of Maryland and in any such action the prevailing party shall be entitled to an award of costs and expenses, expert witness fees and reasonable attorney's fees.

19. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

Owner acknowledges reading, understanding, and agreeing to comply with this Agreement and the Pier 7 Rules & Regulations.

THIS IS A LEGALLY BINDING CONTRACT

By: _____

By: _____

Signature of Owner/ Slip Holder/ Master of the vessel

Marina Manager on behalf of Pier 7 Marina

Dated: ____/____/____

Dated: ____/____/____

Owner Initials: _____

Pier 7 Initials: _____

EXHIBIT A

RULES AND REGULATIONS OF PIER 7

- Owner has the sole responsibility of properly securing Owner's boat, docking lines, equipment and property; protecting and insuring all personal property or equipment in or about the boat (including tenders); and maintaining the boat both in a continuous state of good operating condition and in compliance with all applicable laws, regulations and ordinances. Owner's boat must be secured in a manner acceptable to Pier 7, in its sole discretion. Pier 7 may, but is under no obligation to, and may without creating a bailment or taking possession, secure Owner's boat and may assess a service fee automatically charged to Owner for doing so. Before taking steps to secure a boat Pier 7 will attempt to notify Owner and if unsuccessful will again attempt to notify Owner as soon as possible after taking action to secure the boat. Any action Pier 7 takes to secure or board Owner's boat does not create a bailment or constitute an undertaking, possession or a duty for safe keeping -- Pier 7 does not assume or have any liability or responsibility associated with the boat (e.g., any loss or damage to the boat or any equipment or property located therein) as set forth further in this Agreement.
- Living aboard a vessel is not permitted at Pier 7. Owner may, however, stay overnight on Owner's boat no more than 2 nights per week, but only if Owner notifies Pier 7 in advance of each night Owner intends to overnight in each week. If Owner stays on-board overnight more than twice in any week or without giving advance notice of the dates of the overnight, or if the Owner is living aboard the boat, Pier 7 will automatically charge an additional \$500 per month in rent plus \$95 per month for electricity for the entire rental term, as liquidated damages.
- Owner shall notify Pier 7 any time the boat is removed from Pier 7 for more than 72 hours. This notification will specify the expected return date and time. Owner shall promptly notify Pier 7 of any change to the expected return date and time.
- Water is not provided on the docks between November 15 and April 15. Electric service is available at an additional charge for rentals as per the rate sheet and must be selected at the time this Agreement is signed. If electric service is not requested and Pier 7 subsequently determines Owner is using electricity without prior approval and payment, Pier 7 will assess an additional service fee automatically charged to Owner equal to the highest rate available for the entire rental term, as liquidated damages.
- No charcoal fires or open fires of any kind, including barbecue grills, are allowed on any dock, on any vessel moored to a dock, or anywhere within 25 feet of any vessel or vehicle.
- Use of electric heaters aboard any boat is prohibited. Use of any unvented kerosene heaters and wood burning stoves is prohibited. No heaters shall be operated aboard an unattended vessel.
- Owner shall receive one parking permit only. Owner's guests or invitees must obtain a temporary parking pass from the Pier 7 office. Owner, guests or others may only park in designated areas and only while on the boat. The vehicle of any Owner, guest or other person not following the parking rule will be towed at the Owner's expense automatically charged to Owner.
- All pets must be kept on board, must be on a leash when not on the boat and must not be tied anywhere on Pier 7 property or left alone in or on the boat or in any vehicle. Owner must clean up after the pet of an Owner or Owner's guest or invitee. Should Owner fail to clean up after the pet, Pier 7 in its sole discretion may do so at the Owner's expense and automatically charged to Owner.
- Any conduct which might interfere with the pleasure and comfort of neighbors or others is prohibited.
- All boat operations whether by Owner or an Owner's guest, agent, contractor, or employee shall be safe and seaman like so as not to endanger any persons or property in the vicinity of where the boat is being operated.
- All trash, debris, or other disposable items shall be placed in appropriate containers only. Discharge of any waste or liquids is strictly prohibited. The Pump Out station must be used for untreatable waste.

Owner Initials: _____

Pier 7 Initials: _____

- All vessels entering Pier 7 are subject to Pier 7's direction and control, and may only be berthed where ordered and maneuvered as directed. Vessels entering Pier 7 as the result of an onboard emergency shall immediately notify the Pier 7 office of the emergency.
- Tenders and skiffs must be stored onboard the boat. Complete identification marks or name must be recorded with Pier 7. Tenders and skiffs are not permitted anywhere on Pier 7 docks. Tenders overhanging the transom of a vessel may increase the length of a vessel, which incurs an additional charge due at time Owner signs this Agreement.
- No dock boxes, boarding steps, ladders etc., may be installed without Pier 7's permission. Any approved dock boxes must be commercially manufactured with marine grade fiberglass and storage charges are due at time Owner signs this Agreement.
- No advertising or solicitation will be permitted by any persons or on any boat at Pier 7. A "FOR SALE" or any other sign may be displayed only with Pier 7's advance, written permission.
- Owner will keep walkways and docks free from water hoses, supplies, materials, accessories, cabinets, bicycles, furniture, refrigerators, freezers, and other items or debris. Any loose items in the vicinity of the slip may be picked up by Pier 7 at Owner's expense and will be automatically charged to Owner and disposed of as trash.
- Pier 7 does not permit golf carts or other motorized vehicles of any kind on Pier 7 property.
- Pier 7 does not permit firearms, firecrackers, or any kind of pyrotechnics or fireworks on Pier 7 property.
- Pier 7 does not permit laundry to be hung on vessels, docks, vehicles or trailers.
- Owner must not give a gate key to anyone, including contractors. Gates installed at any location in Pier 7 are intended only to limit access and are not a guarantee of the safety or security of any boat, person, equipment, belongings, vehicle or trailer on Pier 7 property.
- Owner's boat must be maintained in a state of constant readiness for movement in case of fire or evacuation necessary due to weather, accident or act of god.
- Noise shall be kept to a minimum at all times. Owner, and Owner's family and guests shall be mindful of the volume level of radios and other audio devices, television sets, musical instruments, and other electronic equipment so as to not create a nuisance or noise disturbance. Riggings should be secured in such a manner to prevent slamming.

Owner Initials: _____

Pier 7 Initials: _____

RECURRING OR PERIODIC CREDIT CARD PAYMENT AUTHORIZATION

Arrange for or Schedule your recurring or periodic payments to be automatically charged to your credit card. Just complete and sign this form to get started.

Here's How Recurring or Periodic Payments Work:

You authorize charges as set forth above to your Visa or MasterCard. You will be charged the amount indicated in the Agreement for the respective services or equipment, or both. A receipt will be emailed to you and each charge will appear on your statement. You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being submitted.

Please complete the information below:

I _____ authorize Pier 7 to charge my credit card indicated below in **the amount of and for rental of the slip or land space or for the other services or equipment provided, as set forth in this Agreement.**

Billing Address _____ Phone# _____
City, State, Zip _____ Email _____

Account Type:	<input type="checkbox"/> Visa	<input type="checkbox"/> MasterCard
Cardholder Name	_____	
Account Number	_____	
Expiration Date	_____	
CVV2 (3 digit number on back of Visa/MC, 4 digits on front of AMEX)	_____	

SIGNATURE _____ DATE ____/____/____

I authorize the above named business to charge the credit card indicated in this authorization form according to the terms outlined above. I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify the business in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment date falls on a weekend or holiday, I understand that the payments may be executed on the next business day. This payment authorization is for the type of bill indicated above. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; provided the transactions correspond to the terms indicated in this authorization form and the Agreement to which it is a part.

Owner Initials: _____

Pier 7 Initials: _____