

Bowleys Marina, Inc.

SLIP LICENSE AGREEMENT

THIS SLIP LICENSE AGREEMENT ("Agreement") is made on this ____ day of _____, 20__ by and between _____ ("Licensor") and _____ ("Licensee"), whose address is _____, Home Phone _____, Cell Phone _____, Work Phone _____ E-mail #1 _____ Email #2 _____ Mate Name: _____ Vessel Make _____ Model _____ Breadth _____ Draft _____

Licensor hereby leases to Licensee, the boat slip at Bowleys Marina, Inc. (the "Marina"), 1700 Bowleys Quarters Rd., Middle River, Maryland, known as Slip No. _____ (the "Slip"), which, pursuant to the Member Slip Agreement governing said Slip, may not accommodate any vessel exceeding _____ feet in length overall (as defined in Marina Rule 25 - from the boat's farthest projection forward to its farthest projection aft), for a term beginning on _____, 20__ and ending at midnight on March 31, 20__ (the "Term"), for use by Licensee for mooring a boat (the "Boat") described as follows: Registration/Document No.: _____ Type: _____; Length Overall (as defined in Marina Rule 25 - from farthest projection forward to farthest projection aft): _____ feet; Boat Name: _____. The Slip may be leased for wharfage of a vessel whose length overall exceeds the maximum permitted by the Member Slip Agreement only in the event the Slip was occupied by the same vessel on or before October 2009. The "Slip" shall also include dry dockage space for the Boat ashore at a location selected by the Marina, during the above Term. Licensee agrees to pay Licensor a license fee in the total sum of \$_____, in accordance with the appropriate schedule checked and completed below. Unless otherwise indicated below, all slip license fees are nonrefundable:

Check appropriate block below:

() This Agreement is made directly between the Licensor and Licensee. Slip license fees shall be paid as follows:

Slip license fees and all other applicable fees shall be made payable to Licensor and sent to: _____

() This Agreement is made between Licensor and Licensee, with Bowleys Marina, Inc., having been appointed as Licensor's agent, to sign, collect, administer and enforce this Agreement. Slip license fees, and all other applicable fees due from Licensee to Licensor shall be delivered and made payable to Bowleys Marina, Inc., 1700 Bowleys Quarters Rd., Middle River, Maryland 21220. Twenty-five percent (\$_____) is due on January 15, 20__ with the balance in the amount of \$_____ due no later than April 1, 20__.

This Slip License Agreement is subject to the following terms and conditions:

1. **Exclusive Use:** Licensee shall have the sole and exclusive right to use the Slip at all times, provided Licensee is not in default of any provision of this Agreement. The Slip shall be used solely for the purpose of mooring/keeping the Boat within the Slip. Licensee acknowledges that no business of any kind may be conducted from the Slip. Licensee acknowledges that no other boat, may be substituted for the Boat described above, without the prior written approval of the Marina. Licensee acknowledges that Licensee is the owner of the Boat or that Licensee has entered into this Agreement as the agent for and on behalf of the owner(s) of the Boat who agree to be bound hereby.

2. **Marina Rules:** Licensee agrees to use and occupy the Slip strictly in accordance with the Marina Rules and Regulations, as amended by Marina from time to time. Licensee acknowledges that Licensee has received and reviewed a copy of the Marina Rules and Regulations. Licensee also acknowledges that Bowleys Marina is part of a membership association, and that this Agreement is subject to all of the covenants, conditions and provisions of the above Licensor's Member's Slip Agreement with Bowleys Marina, Inc., and the Bylaws of Bowleys Marina, Inc. Licensee agrees not to leave any portable electrical appliances operating unattended aboard the Boat, especially space heaters, drop lights, heating strips, and the like. Licensee accepts primary responsibility to ensure that his/her guests and invitees are familiar with the Marina Rules and adhere to them at all times. Licensee agrees not to use or permit the use of hibachis or any other type of portable wood/charcoal cooking equipment aboard the Boat or on the piers.

3. **Facilities/Charges:** Licensee acknowledges and agrees that Licensee shall be responsible for and shall promptly pay all electric, and other charges incurred by Licensee in connection with the use of the Slip, to the proper utility or to the party designated above. Licensee shall have access to the Marina's recreation rooms, dockside water, pool (when open), bathhouse, and laundry facilities, except during cleaning, special events, or as otherwise notified by the Marina. Licensor and/or the Marina reserve the right to restrict and/or deny access by Licensee and Licensee's guests/invitees to any or all of said facilities if, in the sole judgment of Licensor and/or the Marina, Licensee or Licensee's guests/invitees have abused, improperly used, or damaged said facilities, in the event they have failed to comply with the Marina Rules, or if their conduct while using said facilities is inappropriate, disrespectful of other marina users, and/or otherwise unacceptable to Licensor and/or the Marina. Cold running water (not intended for drinking, cooking or consumption) will be provided to the slip between May 1 and October 31 each year. During the remainder of the year, water service to the piers and slips will be secured, and cold water will be available at the Marina's shoreside facilities.

4. **Assignment:** Licensee acknowledges that the Slip may not be sublet nor may this Agreement or any rights hereunder be assigned by Licensee without the prior written consent of Licensor and the Marina in their sole and absolute discretion. No such consent to an assignment or subletting shall release Licensee from the further performance of the covenants and terms of this Agreement. **The presence of any vessel other than the vessel described above in the slip shall be considered a trespass for which the Licensee shall be liable, and Licensee shall hold Licensor and the Marina harmless from any and all actions taken to remove such vessel and end such trespass.**

5. **Insurance:** Licensee agrees at all times to keep the Boat and its contents covered by a policy of all risks hull insurance in an amount equal to the actual value of the Boat and its contents. Licensee shall also keep the Boat covered at all times by a policy of property and indemnity (P&I or public liability) insurance with minimum limits of \$500,000 per incident. Licensee agrees to provide Licensor and the Manager of the Marina with a Certificate of said insurance prior to using the Slip, upon demand of Licensor and/or the Marina, and upon every renewal thereof. Licensee agrees to name Bowleys Marina, Inc. as an additional insured under such policies of insurance.

6. **Licensee Obligations:** Licensee agrees to keep the Boat properly secured and moored at all times; to keep the Boat covered by valid and effective state registration and/or federal documentation, and any required state use decal; to keep the Boat tight (bilges dry), staunch and seaworthy; to keep the Boat in good operating condition and repair; to keep the Boat neat, clean, and free of rust, mildew, peeling paint, rot, blistering, and flaking; to equip the Boat with adequate mooring lines and fenders in strong, clean and satisfactory condition; and to keep the Boat with a neat, shipshape and aesthetically pleasing appearance. Licensee's compliance with the standards referred to in this paragraph shall be determined at the sole discretion of the Bowleys Marina's management. Licensee acknowledges that the Slip is not to be used for the long-term storage (over 30 consecutive days) of an inoperable boat. Failure to comply with the requirements of this paragraph supply grounds for termination with cause (see paragraph 14 below). Licensee agrees to promptly restore any and all damages to the Slip and/or to any other improvements located at Bowleys Marina caused by Licensee or Licensee's guests/invitees use of the Marina and/or its facilities at Licensee's sole expense.

7. **No Warranties:** Licensor and/or the Marina make no warranty or representation of any kind regarding the Marina or the Slip except that Licensor and/or the Marina have the legal right to lease the Slip to Licensee. In the event the Licensor loses the legal right to lease the Slip, then this agreement will be terminated in accordance with the procedures set forth in paragraph 13 below.

8. **Emergencies:** Licensee acknowledges that Licensor and the Marina have no duty or obligation to keep Licensee's Boat afloat, to prevent damage to the Boat, or to prevent the Boat from damaging the environment or the property of others. Licensee agrees that the Marina may board and move the Boat to another slip, ashore, or elsewhere if, at any time, in the sole judgment of the Marina, this becomes necessary to protect persons, the environment, or property, or if Marina construction or repair activity requires. The Marina may disconnect electrical power to the Boat and/or disconnect and remove any electrical apparatus aboard the Boat that the Marina considers in their sole judgment to be unsafe, unlawful, or a nuisance. Nothing contained herein shall impose any duty upon Licensor or the Marina to inspect the Boat or its equipment, to ensure the Boat's safety, or to determine if it is in danger to itself, the environment, or to the persons and property of others. Ordinarily, the Marina will first attempt to notify the Licensee should it observe adverse conditions that do not place the Boat, the environment, or other property in imminent peril. However, if the Boat should sink or appear in imminent danger of sinking, damage from high winds, waves, floods, fire, ice, or in need of dock lines, or if in the sole judgment the Marina, the Boat constitutes an imminent danger to itself, the environment, or other vessels/property, the Marina in its sole discretion, may take action itself or by hiring others on Licensee's behalf, to haul, pump, raise, salvage, contain/cleanup oil/fuel spills, install dock lines, move the Boat, tow it and store it elsewhere, or take such other action as the Marina may deem appropriate, without prior notification or further authorization from Licensee. Under such circumstances, neither Licensor nor the Marina, their agents, employees, officers, directors, Management or representatives, shall be responsible for any costs, losses or damages to the Boat or to other property as the result of taking such measures. Licensee agrees to pay immediately all reasonable charges billed by the Marina to Licensee, or billed to Licensee or the Marina by others retained by the Marina on Licensee's behalf in connection with the same.

9. **Ice:** During the winter months deicing of the assigned slip is not provided by Licensor and/or by the Marina. Licensee may, at Licensee's option and sole expense, and subject to obtaining the prior approval of the Marina, install and operate in the assigned slip, portable deicing equipment. Licensee acknowledges that there will be times in very cold weather, or when electrical service is disrupted, when Licensee's deicing equipment will not operate or succeed in providing a completely ice-free slip, and that damage to the Boat may occur. Licensee assumes the risk of any actual or consequential damages caused to the Boat by ice during the winter months, and Licensee holds Licensor, the Marina and their agents, employees, officers, directors, Management and representatives harmless from any liability for the same.

10. **Contractors:** Licensee acknowledges that the Marina requires all workers and outside contractors or others engaged to service the Boat, to provide the Marina with certificates of workers' compensation and/or liability insurance. The Marina reserves the right to deny access to the Marina by any worker or outside contractor who fails to prove the existence of such insurance coverage satisfactory to the Marina.

11. **No Bailment:** Licensee acknowledges that the slips, piers, grounds, parking lots and facilities of the Marina are not completely secure and that the Boat and Licensee's motor vehicle will not be under the exclusive control of the Licensor and/or the Marina at any time. Access to boats and piers in the marina is unrestricted from the water, access can be gained along the sea wall, there is no guarantee that controlled access gates will perform properly, or that a security guard will be present. Licensee acknowledges that the Marina has limited lighting, no alarms, no guard dogs, no security guards, is open to contractors, visitors, other boaters and their guests. Licensee acknowledges that Licensor and the Marina are not insurers of the safety, security or condition of the Boat, the Licensee's vehicle, or their contents. Licensee agrees that neither the Licensor nor the Marina are bailees or warehousemen with respect to the Boat, the Licensee's motor vehicle, other property, or their contents.

12. **Limitations:** Licensee is well aware that the consideration paid for this slip license and other consideration provided hereunder is disproportionately small in comparison to the value of the Boat, the Licensee's vehicle, their contents/equipment, and in comparison to the risks of bodily injury/loss of life to the Licensee, Licensee's guests and invitees. Licensee is well aware of the various types of risks involved in keeping a boat at a marina. Licensee agrees that use of the Slip, Marina grounds/facilities and parking area by Licensee, Licensee's guests and invitees shall be at their own risk of property loss/damage or personal injury/death, arising from any cause whatsoever (except gross negligence or intentional acts). Licensee further agrees that neither the Licensor, the Marina, nor any of their agents, employees, officers, directors, Management or other representatives shall be liable for any loss, damage or injury to the person or property of Licensee or of Licensee's guests, invitees or servants, including Licensee's boat, vehicles, their contents and equipment, regardless of whether such loss, damage, personal injury/death be occasioned by fire, storm, theft, vandalism, collision, ice, sinking, act of God, or any other cause or condition, including, but not limited to the negligence (but not gross negligence or intentional acts) of the Licensor, the Marina, their agents, employees, officers, directors, Management or representatives. Licensee further agrees to indemnify and hold harmless the Licensor, the Marina, their agents, employees, officers, directors, Management and representatives from and against any claim, action, damages, attorneys fees and costs arising from the use of the Slip, the Marina grounds/facilities, the parking areas, and associated facilities by the Licensee, Licensee's guests and invitees, arising from any cause whatsoever, including, but not limited to the negligence (but not gross negligence or intentional acts) of the Licensor, the Marina, their agents, employees, officers, directors, Management and representatives. The foregoing notwithstanding, Licensee agrees that any claims for losses, damages, or personal injuries/death arising out of the use of the Slip, Marina grounds/facilities, parking area, or other services provided hereunder must be submitted to Licensor and to the Marina in writing within sixty (60) days of the time the Licensee knew or should have known of such claims, or such claims shall be forever barred against the Licensor, the Marina, their agents, employees, officers, directors, and representatives. All lawsuits or legal actions against the Licensor and/or the Marina, their agents, employees, officers, directors, Management and representatives must be filed within one (1) year of the occurrence that gives rise to such lawsuit or legal action, or be forever barred.

13. **Termination:** Licensor and/or the Marina, may terminate this Agreement in the event of the destruction of the Marina dockage facilities by fire, storm, Act of God or any other cause or condition beyond the control of Licensor and/or the Marina. In addition, Licensee acknowledges that the Board of Directors of Bowleys Marina, Inc., may terminate this Slip License Agreement in the event the Licensor Member's Membership has been suspended or terminated. In such event, Licensor and/or the Marina (if leasing the slip as Licensor's agent) will give notice of termination in writing to the Licensee, and will refund to Licensee a pro-rata portion of the balance of the slip license fee. Licensee further acknowledges that this Agreement may be terminated upon two (2) weeks' prior written notice to Licensee in the event the Slip is sold by the Licensor or other Slipowner. In such event Licensee shall be refunded a pro-rata portion of the balance of the slip license fee. The Licensor and/or the Marina, are under no obligation to renew, extend, or otherwise continue this Agreement beyond its stated expiration date. Licensee may not terminate this Agreement. In the event Licensee fails to remove the Boat from the Slip or dry dock after termination of this Agreement, then Licensor and/or the Marina may exercise all of the same rights and remedies as if this Agreement had been Terminated for Cause pursuant to the following paragraph.

14. **Termination for Cause/Holding Over:** Licensor and/or the Marina, may at their sole discretion, terminate this Agreement for cause, and without any refund to Licensee, in the event Licensee fails to pay any of the license, electrical, or other fees when due; in the event Licensee breaches any of the terms and conditions of this Agreement; in the event Licensee or Licensee's guests, invitees, or contractors fail in the sole judgment of the Licensor and/or the Marina, to abide by the Marina Rules and Regulations or the terms of this Agreement; or should Licensee behave in a manner which, in the sole judgment of the Licensor and/or the Marina, is disorderly, might injure or endanger other persons, damage property, or harm the reputation of Licensor and/or the Marina. Termination becomes effective immediately upon hand-delivery of a written notice of termination to the Licensee, or 48 hours after a written notice of termination is sent to the Licensee by certified U.S. mail (return receipt requested). Upon termination, the Licensee must immediately remove the Boat from the marina. Following termination, and until the Boat is removed from the marina, Licensee agrees to pay Licensor and/or the Marina slip fees at the rate of \$1.75 per foot per day or dry dockage at the rate of \$1.75 per foot per day. In the event Licensee shall fail to remove the Boat from the marina within three (3) days of the termination becoming effective, Licensee authorizes Licensor and/or the Marina to board the Boat and take possession of any of Licensee's other property in or about the Marina, and to remove such Boat or other property at the expense of Licensee. Licensor may remove the Boat or other property to any other wet or dry storage selected by Licensor and/or the Marina. Licensee agrees to pay all costs and expenses of such removal and continued storage and to reimburse Licensor and/or the Marina for all such costs and expenses advanced. Licensee further assumes all risks of loss or damage to the Boat and its contents incurred in connection with such removal and/or storage, and hereby releases and agrees to hold Licensor and/or the Marina, their agents, employees, officers, directors, Management, and representatives harmless from any liabilities, costs, and expenses incurred in connection therewith, regardless of the nature of the damages, and arising from any cause whatsoever, including but not limited to the negligence (but not gross negligence or intentional acts) of Licensor and/or the Marina, their agents, employees, officers, directors, and representatives. In the event this Agreement is terminated for cause, as set forth above, Licensee shall continue to be liable to Licensor for all sums remaining payable hereunder; and any prepaid license fees shall be forfeited by Licensee and be deemed the sole property of Licensor and/or the Marina. In the event the Licensee's Boat remains in the Slip or dry dockage after the expiration of the Term described above, Licensor and/or the Marina may exercise all of the same rights and remedies provided above as if this Agreement had been Terminated for Cause, without need of providing prior notice to Licensee.

15. **Late Payments/Collection:** Licensee agrees that on all amounts not paid to Licensor and/or the Marina within 30 days of the date due, a finance charge of 2% per month (24% APR) will be added to the unpaid balance due. Licensee agrees that in the event it becomes necessary for Licensor and/or the Marina to file suit or assign invoice(s) to an attorney, individual or firm for collection, to pay a reasonable attorney fee or collection fee agreed to amount to one third (1/3) of the total outstanding balance at the time said collection action takes place, plus all applicable court costs and expenses of such collection efforts. Licensee acknowledges the creation of a lien pursuant to Title 16 of the Commercial Law Article of the Annotated code of Maryland and/or maritime lien pursuant to title 46 of the United States Code against the vessel and its appurtenances securing the amount of any charges for slip license fees, electricity, and the other charges and fees incurred in connection with this Agreement, and Licensee agrees to allow Licensor and/or the Marina to keep or take possession of the Boat at the Licensee's and Boat's expense until payment in full of all amounts due to Licensor and/or the Marina have been made.

16. **Miscellaneous:** The paragraph headings are for reference only and are not a part of this Agreement. Licensor agrees that the waiver of any term or condition of this Agreement by the Licensor and/or the Marina shall not be continuing. In the event that one or more terms of this Agreement are determined to be unenforceable, such determination shall not affect the enforceability of the remainder of this Agreement, which shall continue in full force and effect. This is the sole Agreement between the parties with respect to the subject matter hereof, and all prior agreements, written and oral, are merged herein. No modification hereof shall be binding unless in a writing signed by both parties. This Agreement shall not take effect until signed by both parties. The parties to this Agreement mutually agree that it shall be binding upon them, and their respective heirs, personal representatives, successors, and assigns.

17. **Continuing Obligations:** If Licensor has appointed the Marina as its agent, then Licensor has agreed to pay the Marina an administration fee of 6% of the annual slip license fee or 50% of the daily slip license fee for its services in arranging this slip license. Said administration fee shall continue to be payable to the Marina during any and all renewals of this Agreement. Licensee acknowledges this arrangement, and agrees that in the event Licensee leases a slip for the Boat at the marina, within one year following the termination of this Agreement, from a slip owner which has not appointed the Marina as its agent, then the above-referenced administration fee will be payable by the Licensee to the Marina for the duration of the agreement and all renewals thereof. In such event, Licensee agrees to pay the Marina, the appropriate administration fee in addition to the slip license fees owed to the slip owner. For example, if the annual slip license fee the Licensee agrees to pay to such a slip owner is \$100.00, then the Licensee shall pay the Marina \$6.00 and the slip owner \$100.00.

In Witness Whereof, the parties acknowledge they have read and understand this Slip License Agreement, they intend to be bound thereby, and that they have voluntarily indicated their respective agreement by signing below, as of the date first written above.

LICENSOR (if not represented by the Marina as agent): _____ LICENSEE: _____

LICENSOR' S AGENT: _____ LICENSEE: _____
BOWLEYS MARINA, INC.

By: _____

Licensee's P & I (Liability) Insurance:

Insurance Company: _____

Policy No. _____

Coverage Amount: _____

Policy Expiration Date: _____

Insurance Agent: _____

Phone No. _____