

# SKIPJACK COVE YACHTING RESORT

P.O. BOX 208  
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## DRY STORAGE AGREEMENT

BETWEEN: Skipjack Cove Yachting Resort (Hereafter referred to as SKIPJACK) and

Name \_\_\_\_\_ (Hereafter referred to as LESSEE)

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

Phone:(H) \_\_\_\_\_ (W) \_\_\_\_\_ © \_\_\_\_\_

YachtName: \_\_\_\_\_ Hull/I.D.# \_\_\_\_\_

Type: \_\_\_\_\_ L.O.A. \_\_\_\_\_ (NOTE: All boats will be measured by the marina at haul out.)

Material: \_\_\_\_\_ Wet Location (Slip) \_\_\_\_\_

Key Location \_\_\_\_\_ LockCombination \_\_\_\_\_

Yacht Insurance Carrier \_\_\_\_\_ Policy Number: \_\_\_\_\_ Expiration: \_\_\_\_\_

- (1) SKIPJACK will provide LESSEE with dry storage space, boat stands or supports to dry store LESSEE'S yacht for a period beginning \_\_\_\_\_ and ending week of \_\_\_\_\_.  
(Available date)\* (Monday of week to launch)\*\* (2<sup>nd</sup> choice)

\* (NOTE: Available date means when we can start working on the boat. It is not the actual haul-out date.)

\*\* (NOTE: Skipjack Service will assign dates if left blank.)

- (2) LESSEE agrees to pay a storage fee of \$ \_\_\_\_\_ payable on or before the date of this agreement. A late payment fee of Twenty-five Dollars (\$25.00) will be charged if fees are not paid when due and 1.5% interest will be charged for each month that the fees are late thereafter. In the event the account goes to collection, LESSEE agrees to pay any collection fees, attorney fees, and/or court costs and/or lien fees associated with the collection of this account, whether or not suit is filed. Such amounts shall be included in the amount of any lien which SKIPJACK may have against the LESSEE. The storage fee covers the period from November 1 to April 15 and is not prorated if stored a shorter period. Yachts remaining on land after April 15 will be charged \$10.00 per foot per month. Yachts not under contract after April 15 will be moved to clear the parking area and LESSEE will be charged the posted moving rate. LESSEE hereby consents that SKIPJACK shall have a "Boat Lien" pursuant to Section 16-202, Commercial Law Art., Ann. Code of MD on the boat for any outstanding or unpaid charges due.
- (3) Skipjack, its agents and employees shall not be liable for any expense, loss, injury or damage to any person or property including but not limited to fire, collision, ice, sinking or Act of God, arising out of or in connection with the storage of the LESSEE'S Yacht, the maintenance of or the use of the LESSEE'S yacht, its inventory and equipment.
- (4) LESSEE hereby exempts, releases and holds harmless SKIPJACK, its owners, officers, agents and employees from any and all claims, complaints, causes of action or liability of any kind arising out of any damage, loss or injury to the LESSEE, or the LESSEE'S yacht, equipment and property while on the property of SKIPJACK or while participating in any activity on SKIPJACK'S property, whether such damage, loss or injury results from the negligence of SKIPJACK, its owners, officers, agents and employees or from some other cause. The terms of this paragraph shall survive the termination of this Agreement.
- (5) **Yachts in storage are not insured by Skipjack.** LESSEE agrees, at his or her sole cost and expense, to at all times during the term of this Agreement, maintain a public liability policy with limits of not less than \$300,000 per occurrence, with an insurance company acceptable to Marina, naming Marina as an additional insured, and a policy of property damage insurance covering at least 100% of the actual cash value of the Yacht, extended perils, damage by fire, vandalism and burglary. Yacht Owner shall provide Marina with a copy of the insurance policy evidencing coverage upon execution of this Agreement, and no later than 30 days prior to expiration of a policy, with evidence of the renewal of the policy. All policies of insurance shall require 30 days advance notice by the insurance company to Marina of an amendment or cancellation.
- (6) Prior to hauling, LESSEE must notify SKIPJACK in writing of the nature and extent of all work LESSEE plans to perform on the yacht while it is out of the water. SKIPJACK reserves the right to prohibit any type of work it deems unsafe, hazardous or in violation of insurance policies and may immediately stop any such unsafe or hazardous work in progress. LESSEE agrees to comply with all State and Federal regulations applicable to this work.
- LESSEES are strictly prohibited from sandblasting, spray painting, shrink wrapping or performing any other type of work that may cause damage to SKIPJACK'S property or other yachts.
- (7) Living aboard yachts after Nov 1, whether wet or dry stored, is prohibited.
- (8) LESSEE hereby certifies to be the sole owner/owners of this yacht and that LESSEE has the legal right and capacity to enter into this Agreement.
- (9) Hauling and launching schedules will be determined by SKIPJACK and are subject to change without notice. Once LESSEE has been advised of these schedules, it is the obligation of the LESSEE to have the yacht ready and available. Rescheduling of hauling or launching times because the yacht is not ready when scheduled may result in additional expense to the LESSEE.

LESSEE \_\_\_\_\_ DATE \_\_\_\_\_ SKIPJACK COVE YACHTING RESORT \_\_\_\_\_ DATE \_\_\_\_\_  
(Note: Paragraphs 10 through 15 and the Rules and Regulations on the reverse side of this agreement form an integral part hereof.)

- (10) If necessary, SKIPJACK reserves the right to move any yacht to another location without notice.
- (11) All yachts will be stored horizontal to the waterline. If the LESSEE desires the boat in any other attitude, LESSEE must give written instructions to that effect. Further, SKIPJACK cannot be held responsible for removing accumulated rain, snow and melted snow from the stored vessel. Consequently LESSEE is hereby advised to ensure that neither rain, snow nor melted snow can accumulate.
- (12) It is understood that LESSEE, LESSEE'S employees, representatives, agents, etc., have at all times access to the yacht, and accordingly SKIPJACK does not have exclusive care, custody and control of the yacht and its contents. It is further understood and agreed that the delivery of the yacht does not constitute a bailment because SKIPJACK does not have the exclusive care, custody and control of the boat and its contents because LESSEE, his agents, employees, crew and servants have access to the yacht at all times.
- (13) For the purpose of this Agreement, the term LESSEE shall include the actual registered owner of the yacht, members of the LESSEE'S family, guests, assigns, or other persons using the yacht.
- (14) LESSEE has read and agrees to the Rules and Regulations outlined below and agrees to abide by them as they form an integral part of this Agreement.
- (15) This Agreement is not effective until accepted by SKIPJACK. A copy will be returned to the LESSEE.

### RULES AND REGULATIONS

Advertising or soliciting (i.e. For Sale signs) shall not be permitted on any yacht or dock within the marina. Furthermore, neither the yacht nor Marina address shall be used for business purposes without the express written consent of SKIPJACK.

Dockboxes are available only from SKIPJACK. Storage of items must be confined to the dockbox or to the yacht and will not be permitted on the docks, finger piers, parking area, etc.

The LESSEE must ensure that any work done to the LESSEE'S yacht does not create a disturbance, endanger, damage, obstruct or deface the marina's facilities or other yachts.

Open fires must be attended at all times and are not permitted within 50' of docks or yachts.

SKIPJACK reserves the right to limit and govern parking spaces in the marina. LESSEES and their guests are not permitted to make use of trailers, recreational vehicles of any type, or camping equipment on the marina property.

Pumping of oily bilges or the discharge of any oil, spirits, or inflammable liquids is strictly forbidden within the marina. Heads must not be discharged overboard while the yacht is at the marina. Everyone is expected to abide by all Federal and State laws related to the discharge of any materials in the waterways. Violations will be reported to Maryland Department of Natural Resources and will be treated as a breach in the terms of this agreement.

Pets are permitted only if they do not create any disturbance. All pets must be kept on hand-held leashes and exercised only in designated area or off marina property. Pet owners are responsible to clean up after their pets.

Tradesmen, servicemen, retailers, or agents of any kind will not be permitted to solicit business on the premises. *Prior notice must be given to the marina management by the LESSEE before any outside services will be permitted to board the yacht.* Additionally, any subcontractors employed by the Yacht owner shall complete the Outside Subcontractors Safety Agreement, provide insurance naming Marina as additional insured substantially in compliance with the terms set forth herein with limits of not less than \$2,000,000 per occurrence, a copy of Worker's Compensation Insurance, pay a \$15 per day usage fee, register at the Marina office prior to beginning work, and comply with all laws.

All scrapings are to be collected on a tarp (drop cloth) and disposed of in approved containers.

Only vacuum sanding is permitted.

Trailers or small boats on trailers are not to be parked in any parking area on property.

Towels or laundry are not to be dried on docks or yachts.

Cleaning materials used in washing yacht must be biodegradable non-phosphates.

Violations of any of the above rules and regulations, or any disorder by immoral or offensive conduct by LESSEE, his crew or guest which might injure a person, cause damage to property or harm the reputation of SKIPJACK or the MARINA shall be cause for immediate removal from the MARINA of the yacht and persons in question, upon order of the Manager. Such violation or conduct shall be deemed reason for the non-acceptance of all future requests for dockage.

SKIPJACK makes no warranties or representations, express or limited, oral or written, as to the suitability of the facilities of the MARINA or dockage space used by the Yacht.

This Agreement constitutes the full and complete understanding and agreement of the parties, supersedes all prior understandings and agreements relating to the subject matter of this Agreement (whether written or oral), and can be changed only by an agreement in writing signed by the parties.