

Marina Rules and Regulations

1. Signed slip agreements, insurance information and deposits or 1st payments shall be in place prior to boat entering slip.
2. The Marina shall retain all rights to designate dock space throughout the winter months. Every effort shall be made to leave the Lessee in the same slip that they were in. In Season, however, the Marina's judgment shall be the ultimate factor in the assignment of dock space.
3. No refund of slip rental fees is guaranteed. If a Lessee leaves permanently and Marina is able to re-rent slip for the balance of the season. Refund will apply only if slip is re-rented for the entire balance of remaining season and does not apply to Temporary Transient Rentals, or Lessee who leaves the Marina for any violation of the Rules and Regulations. Any monies owed to Marina by Lessee will be deducted from refund to Lessee. There will be no refund of slip deposits after April 1st.
4. No dock boxes are permitted.
5. The Lessee may not sell, transfer, assign or permit the use of the leased space to any other person or vessel. The Marina at its option may agree to transfer the leased space to other persons or vessels. Lessee must receive prior written approval from the Marina. There will be a fee for any transfer.
6. The Marina CANNOT guarantee the electrical or water service will be continuous. Lessee shall use only the Marina's electrical outlets for the operation of their boat's electrical system.
7. Lessee agrees not to hold Marina liable for any loss caused by any delay hauling, launching, winter storing, transporting or commissioning caused by weather or any other event beyond the control of the Marina.
8. Live aboards are not permitted unless written permission is given by Marina and a surcharge of 40% will be added for any live aboard permitted.
9. Gas or any open flame device including toxic chemicals or any other hazardous equipment or materials in the Marina is prohibited anywhere but at the designated picnic area at the head of the dock
10. Lessee agrees to clean all fish at the fish cleaning station provided. NOT ON THE DOCK.
11. Lessee is responsible for damage that he/she may cause to dock structures and pilings at current replacement costs. No repairs or alterations to docks or pilings are allowed without the written permission of Marina.
12. In the event of an emergency, Marina reserves the right, but not the obligation, to relocate boats to a safer place for a fee. It is agreed the Lessee will remove their boat from the slip at Marina prior to a Hurricane.
13. Docks are to be kept clean at all times. Storage of loose gear is not permitted. Hoses and electrical cords should not cross the dock. Charcoal or wood fires are not permitted on the docks or on boats at the docks.
14. Disposal of waste oil, filters, batteries, or other hazardous or toxic waste is the sole responsibility of the Lessee. The Marina does provide disposal facilities for such waste. Any improper disposal of such waste may result in civil or criminal penalties, which are the responsibility of the Lessee.
15. Dock carts are cleaned regularly. If you soil them please clean them and return them immediately after use to the cart area.
16. If Lessee wants anyone other than him/herself or an employee of Marina to work on his/her vessel while it is kept at Marina, a standard certificate of insurance including workmen's compensation and comprehensive general liability insurance coverage with a combined single limit minimum 1,000,000.00 must be presented to Marina prior to any work being performed. Marina has final say on who is allowed to work on Marina property. All Sub Contractors must sign in with Marina Office.
17. No signs, including "FOR SALE" signs or advertisements are allowed on or around any boat without Marina's written approval.
18. Marina reserves the right to temporarily occupy a vacant slip for transient boats or for Marina use. Lessee is to notify Marina and provide a float plan when leaving slip for more than 48 hours.
19. All vehicles shall be parked in either the paved or gravel lot. Any vehicles that block the south side right of way to the house, or the fire zone will be removed at the owner's expense.
20. For safety and protection, the filling of fuel tanks from transported receptacles is not permitted.
21. All boats must be properly moored and tied with adequate mooring lines so as to prevent damage to other boats, docks, or pilings. In the event the mooring lines are not strong enough or are improperly tied, Marina shall have the right, but not the responsibility, to replace said lines at the expense of the Lessee.
22. All pets must be kept on a leash while in the common areas of the Marina. The Lessee shall immediately remove any pet waste and dispose of such waste in a proper manner. The Marina has the right to ban and remove any pets from the Marina if, in the Marina's sole opinion, the pet could cause harm to the Marina clients or property.
23. Boat owners liability; Indemnity of Marina: Boat owner covenants to exercise due care in occupation of the leased berthing slip and to vacate the slip in good condition, wear and tear occasioned by normal use only accepted. Boat owner shall indemnify and hold harmless Marina from against all claims, actions, proceedings, damages and liabilities, including attorney's fees, arising from or connected with boat owner's possession and use of the leased berthing space.
24. Limitation of Marina's liability: Boat owner acknowledges that he/she has inspected the leased berthing space and is satisfied that this space is adequate for safe mooring of the vessel. This contract is not a bailment of the boat owner's boat but a lease of berthing this space and Marina's liability is limited to supervision and maintenance of waterfront area. Marina's employees should make reasonable efforts to contact boat owner and notify him/her of dangerous conditions requiring boat owner's attention but Marina assumes no responsibility for tending mooring lines or moving boats from berths to which they are assigned.
25. The release of Marina from tort liability: The lease is for rental of berthing space only; such space is to be used at the sole risk of the owner of the vessel and the Marina shall not be liable or responsible for the care or protection of the boat (including gear, equipment, and contents) nor for any loss or damage of whatever kind or nature to the boat, its contents, gear or equipment, how so ever occasioned.
26. Insurance: Vessel owner agrees to secure and maintain during the term of this agreement a policy or complete marine insurance, including protection and indemnity liability with limits not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Vessel owner is required to carry hull insurance on the vessel the amount to be determined by the vessel owner.
27. If Lessee fails to pay any sum owed Marina, the Marina will have the right to secure the boat to the slip or remove the boat from slip and store on land until all monies are paid in full including the cost to haul, block, and store boat on land and any attorney's fees or cost associated with the collection of said sum.
28. If Lessee stays longer than is stated in this agreement then Lessee agrees to pay Marina published transient rates on a per day basis, unless a prior written amendment is made to this agreement.
29. Violation of these rules and regulations or any disorderly, depraving, or indecorous conduct by a Lessee, captain, crew member or Lessee's guest is cause for cancellation by the Marina of this rental agreement immediately with no recourse by Lessee.
30. ARBITRATION: Any controversy or claim arising out of or relating to this Boat Space Rental Agreement or the breach thereof, shall be settled by arbitration in accordance with Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in the Superior Court of Maryland or any State or Federal Court having jurisdiction thereof. It is mutually agreed that the decision of the arbitration shall be a condition precedent to any right of legal action that either party may have against the other. This agreement to arbitrate disputes does not limit the Marina's right to any statutory maritime liens which may be recorded against the boat, motor, attached equipment and cargo to secure payment for any and all services and materials supplied to Lessee or its agents by the Marina during the term of this Agreement. Disputes arising out of collection of past due slip rent, and declaring clear title to abandoned boats, are excluded from resort to arbitration.
31. Lessee agrees to abide by all the rules and regulations of Shady Oaks Properties, as set forth above and will abide by any amendments as may be made.