

# CARTERS COVE MARINA

347 Carter's Cove Drive

Weems, VA 22576

(804) 438-5299 Office

(804) 435-1001 DCA Cell (804) 436-1001 GLA Cell

*lease@carterscovemarina.com*

## DOCKAGE AGREEMENT

### NAME

THIS DOCKAGE AGREEMENT ("Agreement") is made this \_\_\_ by and between The Rochester Group, LLC, a Virginia Limited Liability Company, d/b/a Carter's Cove Marina (hereinafter "CCM"), and \_\_\_\_\_, (hereinafter "Owners"), who certify that they have been provided, read and reviewed the information contained on the attached Vessel/Owner Information Sheet (which is incorporated herein by reference) and that it is true and correct. CCM hereby leases to Owners, the assigned dockage space # \_\_\_ (Hereinafter "Slip") located in Carter's Cove Marina at the above address, on an annual basis, beginning on 01 2015 and ending at midnight on 01 2016, for use by Owners to moor or keep the boat described on the attached Vessel/Owner Information Sheets (hereinafter "Boat"). Owners agree to pay CCM wet/dry dockage fees in the amount of \$\_\_\_ per year \*\*.

This agreement does not automatically renew.

### This Dockage Agreement includes all terms and conditions hereof:

**1. Authority:** The undersigned "Owners" warrant that they are either the owners of the Boat or that they are duly authorized by the owners of the boat to enter into this Wet/Dry Dockage Agreement as agents for the owners and to bind themselves, the Owners, and the Boat to the agreements stated herein. "Owners" as used herein shall indicate the singular and the plural.

**2. Slip Assignment:** Owners shall have the sole and exclusive right to use the Slip assigned to them by CCM, provided Owners are 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. Owners acknowledge that no business of any kind may be conducted from the Slip. Owners acknowledge that no boat other than the Boat described above, may be substituted without the prior written approval of CCM.

**3. Marina Rules:** Owners agree to use and occupy the Slip strictly in accordance with the terms and conditions of the Marina Rules and Regulations, which CCM reserves the right to amend or modify at any time without the Owners consent, at the sole discretion of CCM. Owners acknowledge that they have received and reviewed a copy of the current Marina Rules and Regulations. Owners agree not to leave any portable electrical appliances operating unattended aboard the Boat, especially space heaters, droplights, heating strips, and the like. Owners accept primary responsibility to ensure that his/her guests, invitees are familiar with the Marina Rules and Regulations, and that they adhere to them at all times. Owners agree 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 at any time.

**4. Facilities/Charges:** Owners acknowledge that CCM provides an electricity receptacle to the slip, which has its own meter. CCM will read the slip's electrical meter monthly and will bill Owners for the electricity used above the first 50 kW. Owners shall pay CCM for their slip's electrical usage based upon the charges in effect by the electrical utility. Owners are responsible for supplying their own power connector cord and plug, and shall keep them in good order and condition. Owners agree to promptly pay all electric charges incurred by Owners in connection with the use of the Slip, within Thirty (30) days of the mailing date. Owners shall have access to the Marina's showers and bathroom facilities, except during cleaning, special events, or as otherwise notified by the Marina. CCM reserves the right to restrict and/or deny access by Owners and Owners' guests/invitees to any or all of said facilities if, in the sole judgment of CCM the Owners or Owners' guests/invitees have abused, improperly used, or damaged said facilities, or if they have failed to comply with the Marina Rules, or if their conduct while using said facilities is

\_\_\_ Initial

inappropriate, disrespectful of other marina users, and/or otherwise unacceptable at the sole discretion of CCM. CCM shall provide potable water to the slip from April 15 through October 31 of each year; however, CCM reserves the right to discontinue water service if it is deemed necessary in the sole discretion of CCM.

**5. Assignment:** Owners acknowledge that the Slip may not be sublet nor may this Agreement or any rights hereunder be assigned by Owners without the prior written consent of CCM. CCM shall have the right to use the slip for transient docking whenever the Boat is removed from the slip for a period over thirty (30) days.

**6. Insurance:** Owners agree 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. Owners shall also keep the Boat covered at all times by a policy of property and indemnity (P&I or public liability) which includes Pollution Liability insurance, with minimum limits of \$300,000 per incident. Owners agree to cause CCM to be named as an additional insured on all such policies of insurance. Owners agree to provide CCM with a Certificate of said insurance prior to using the Slip, upon demand by CCM, and upon every renewal hereof. Continuation of this Agreement despite any failure by the Owners to provide such Certificate to CCM, and despite the failure of Owners to cause CCM to be named as an additional insured shall not be considered waivers of such requirements by CCM. Owners shall pay all premiums for such policies when due. Any lapse or termination of such policies by Owner shall allow CCM to immediately terminate this Lease

**7. Owners Obligations:** Owners agree that it is their sole duty 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, 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. Owners' compliance with the standards referred to in this paragraph shall be determined at the sole discretion of CCM. Owners acknowledge that the Slip is not to be used for the long-term storage (over 30 consecutive days) of an inoperable boat (except when winterized between November 1st and April 30th). Failure to comply with the requirements of this paragraph may supply grounds for termination with cause (see Paragraph 16 below).

**8. No Warranties:** CCM and/or the Marina make no warranty or representation of any kind regarding the Marina or the Slip except that CCM has the legal right to lease the Slip to Owners. In the event the CCM loses the legal right to lease the Slip, then this agreement will be terminated in accordance with the procedures set forth in paragraph 15 below.

**9. Parking:** Owners understand that in addition to the Slip, Owners are entitled to use one undesignated motor vehicle parking space in the marina's parking lot. Owners acknowledge that the availability of parking is not guaranteed and that parking is on a "first come, first served" basis, since the available number of parking spaces is limited. Strict compliance with the Marina Rules concerning parking is required at all times.

**10. Emergencies:** Owners acknowledge that CCM has no duty or obligation to keep Owners' Boat afloat, to prevent damage to the Boat, or to prevent the Boat from damaging the environment or the property of others. Owners agree that CCM may board and operate the Boat if, at any time, in the judgment of CCM, this becomes necessary to protect persons, the environment, or property. In the event of an emergency CCM and/or the Marina may disconnect electrical power to the Boat. Nothing contained herein shall impose any duty upon CCM to inspect the Boat or its equipment, to ensure the Boat's safety, or to determine if it is a danger to itself, the environment, or to the persons and property of others. Ordinarily, CCM will first attempt to notify the Owners should it observe adverse conditions that 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 judgment of CCM the Boat constitutes an imminent danger to itself, the environment, or other vessels/property, CCM will make every effort available to contact the vessel owner to coordinate immediate action. If additional action is required including, but not limited to, hiring others, to haul, pump, raise, salvage, contain/cleanup oil/fuel spills, install dock lines, move the vessel, tow it and store it elsewhere, or take such other action as may be deemed appropriate, CCM will make every effort available to contact the vessel Owners. Under

such circumstances, neither CCM nor its agents, employees, officers, directors, 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, except for gross negligence. Owners agree to pay immediately all reasonable charges billed by CCM to Owners, or billed to Owners by others retained by CCM in connection with the same.

**11. Ice:** During the winter months deicing of the slip is not provided by CCM. Owners may, at Owners' option and sole expense, and subject to obtaining the prior written approval of CCM, install and operate in the assigned slip, portable deicing equipment. Owners acknowledge that there will be times in very cold weather, or when electrical service is disrupted, when Owners' deicing equipment will not operate or succeed in providing a completely ice-free slip, and that damage to the Boat may occur. Owners assume the risk of any actual or consequential damages caused to the Boat by ice during the winter months, and Owners hold CCM harmless from any liability for the same.

**12. Contractors:** Owners acknowledge that CCM requires all workers and outside contractors or others engaged to service the Boat, to provide CCM with Certificates of workers' compensation and/or liability insurance upon request and to comply with all of CCM's rules regarding outside contractors. CCM reserves the right to deny access to the Marina by any worker or outside contractor which fails obey the rules or to provide the required insurance Certificates. The Owners shall provide CCM with reasonable notice of any contractors on the Boat on the property.

**13. No Bailment:** Owners acknowledge that the slips, piers, grounds, parking lots and facilities of the Marina are not completely secure and that the Boat and Owners' motor vehicle will not be under the exclusive care, custody or control of CCM at any time. Access to boats and piers in the marina is unrestricted from the water, public areas follow the sea wall, there is no guarantee that controlled access gates will be present or perform properly, or that a security guard will be present. Owners acknowledge that the Marina has limited lighting, no alarms, no electronic security devices/detectors, and no guard dogs, is open to contractors, visitors, other boaters and their guests. Owners acknowledge that CCM does not warrant and is not an insurer of the safety, security or condition of the Boat, the Owners' motor vehicle, or their contents. Owners agree that CCM is not a bailee or warehouseman with respect to the Boat, the Owners' motor vehicle, or their contents.

**14. Limitations:** Owners are aware that the consideration paid for slip rental and other consideration provided hereunder is disproportionately small in comparison to the value of the Boat, the Owners' motor vehicle, their contents/equipment, and in comparison to the risks of bodily injury/loss of life to the Owners, Owners' guests and invitees. Owners are aware of the various types of risks involved in keeping a boat at a marina. Owners agree that use of the slip, Marina grounds/facilities and parking area by Owners, Owners' guests and invitees shall be at their own risk of property loss/damage and/or personal injury/death, arising from any cause whatsoever. Owners further agree that neither CCM, nor any of its agents, employees, officers, directors, managers, members or other representatives shall be liable for any loss, damage or injury to the person or property of Owners or of Owners' guests, invitees or servants, including Owners' boat, motor 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. Owners further agree to indemnify and hold harmless CCM, its agents, employees, officers, directors, managers, members 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 area, and associated facilities by the Owners, Owners' guests and invitees, arising from any cause. The foregoing notwithstanding, Owners agree 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 CCM in writing within sixty (60) days of the time the Owners knew or should have known of such claims, or such claims shall be forever barred against CCM, its agents, employees, officers, directors, managers, members and representatives. All lawsuits or legal actions against CCM, its agents, employees, officers, directors, 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.

**15. Termination Without Cause:** CCM may elect, at its sole option, to terminate this Agreement at any time. In such event, CCM shall send Owners written Notice of Termination by Certified Mail to the address written above (or to any new address provided by Owners to CCM in writing). In such event, once Owners have removed the Boat from the Slip, CCM shall refund to Owners the pro-rated charges from the date of termination to the end of the

current term of this Agreement (after deducting any amounts due by Owners to CCM). In the event Owners do not remove the Boat from the Slip within 30 days after CCM sends the notice, CCM may remove, tow, haul and store the Boat at Owners' expense and sole risk of loss/damage, and at CCM's then effective daily transient rate.

**16. Termination for Cause:** CCM may at its sole discretion, terminate this Agreement for cause, and without any refund to Owners, in the event Owners fail to pay any of the rental or other fees when due; in the event Owners breach any of the terms and conditions of this Agreement; in the event Owners or Owners' guests, invitees, or contractors fail in the sole judgment of the CCM, to abide by the Marina Rules and Regulations or the terms of this Agreement; or should Owners behave in a manner which, in the sole judgment of CCM, is disorderly, might injure or endanger other persons, damage property, or harm the reputation of CCM. In the event CCM decides to terminate this Agreement for cause, it will send the Owners written Notice of Termination by Certified Mail at the address written above (or any new address provided by Owners to CCM in writing), specifying the nature of the defaults and demanding that the defaults be corrected within ten (10) days of the date notice is received. In the event the defaults are not corrected within said time, in the sole judgment of CCM, this Agreement may be terminated. Upon termination, the Owners must immediately remove the Boat from the marina. Following termination, and until the Boat is removed from the marina, Owners agree to pay CCM slip rental at the daily transient rate of \$1.50 per foot per day measured length-overall. In the event Owners shall fail to remove the Boat from the marina within thirty (30) days of the termination becoming effective, Owners authorize CCM to board the Boat and take possession of any of Owners' other property in or about the marina, and to remove such Boat or other property at the expense of Owners. CCM may remove the Boat or other property to any other wet or dry storage selected by CCM. Owners agree to pay all costs and expenses of such removal and continued storage and to reimburse CCM for all such costs and expenses advanced, including reasonable attorneys' fee or collection fee, plus all applicable court costs and expenses of such collection efforts. Owners further assume all risks of loss or damage to the Boat and its contents incurred in connection with such removal and/or storage, and hereby release and agree to hold CCM, its agents, employees, officers, directors, managers, members 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 of CCM, its agents, employees, officers, directors, managers, members and representatives. In the event this Agreement is terminated for cause, as set forth above, Owners shall continue to be liable to CCM for all sums remaining payable for the term of this Agreement; and any sums prepaid by Owners to CCM shall be forfeited by Owners and be deemed the sole property of CCM.

**17. Termination by Owners:** In the event Owners give CCM written notice of termination of this Agreement prior to the end of the term, CCM may retain all unused dockage fees, unless CCM, at its sole option, is able to re-let the slip, in which case CCM will reimburse Owners a pro-rata portion of the unused dockage, less a 10% service charge.

**18. Late Payments/Collection:** Owners agree that on all amounts not paid to CCM within 30 days of the invoice date, a finance charge of 2% per month (24% APR) will be added to the unpaid balance due. In the event it becomes necessary for CCM to file suit or assign invoice(s) to an attorney, individual or firm for collection, Owners agree to pay a reasonable attorneys', plus all applicable court costs and expenses of such collection efforts. Owners acknowledge the creation of liens pursuant to the Annotated Code of Virginia Sec. 43-32 and 43-33 and/or a 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 rental, electricity, and the other charges and fees incurred in connection with this Agreement. Owners agree to allow CCM and/or the Rochester Group, LLC to keep or take possession of the Boat at the Owners and Boat's expense until payment in full of all amounts due to CCM and/or the Rochester Group, LLC has been made.

**19. Live-Aboards:** Due to limitations upon the Marina's facilities, "live-aboards" are not permitted.

**20. Choice of Law/Venue:** This Agreement is deemed to have been made and entered into in Weems, Lancaster County, Virginia, and shall be governed and interpreted by the laws of the Commonwealth of Virginia and by federal maritime law without application of principles governing conflicts of law. Any legal action brought to enforce this Agreement and any disputes arising hereunder must be submitted for decision by the appropriate Virginia state court located in Lancaster County, or in the United States District Court for the Eastern District of Virginia (or other

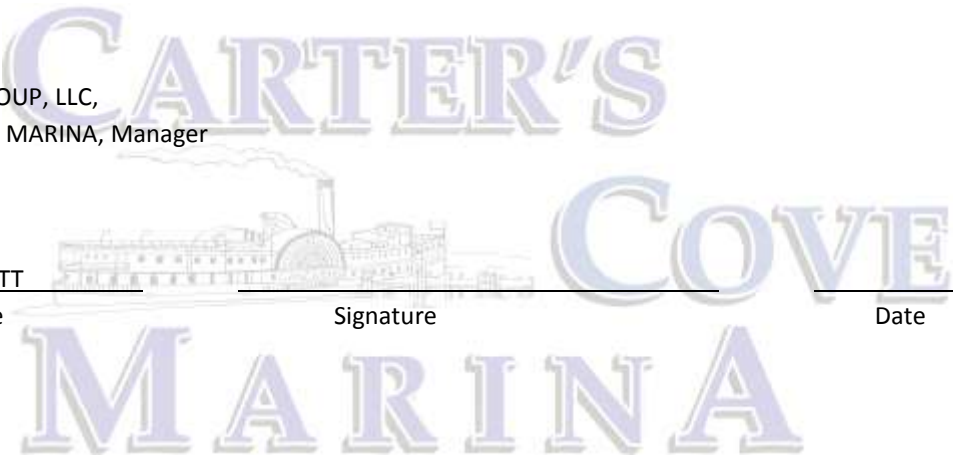


U.S. District Court where the Boat may be located), and Owners and CCM agree to submit to the personal jurisdiction and venue of said courts.

**21. Miscellaneous:** The paragraph headings are for reference only and are not a part of this Agreement. CCM agrees that the waiver of any term or condition of this Agreement by CCM 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 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. Owners agree that the waiver of any term or condition of this Agreement by CCM shall not constitute a waiver of any other term or condition of this Agreement and shall not be continuing. Rights and remedies afforded to CCM under this Agreement are not exclusive, but are in addition to all other rights and remedies available to CCM at law, in equity or in admiralty.

In Witness Whereof, the parties acknowledge they have read and understand the front and back of this Wet/Dry Dockage Agreement, and all incorporated attachments and supplements, and that they intend to be bound thereby, and they have voluntarily indicated their agreement by signing below, as of the date first written above.

The ROCHESTER GROUP, LLC,  
d/b/a CARTERS COVE MARINA, Manager



GERALD ABBOTT		
Printed Name	Signature	Date

BOAT OWNER'S

Printed Name	Signature	Date

BOAT OWNER'S

Printed Name	Signature	Date

Attachments: Please initial that they have been read and understood

- ( ) Marina Rules & Regulations
- ( ) The Virginia Clean Boater Program Brochure
- ( ) Boat Information
- ( ) Payment Options
- ( ) Electric Meter Reading
- ( ) Slip Description
  
- ( ) **Certificate of Marine Insurance Attached**
- ( ) **Upon review initial each page of Lease**

\_\_\_\_ Initial

# Carters Cove Marina

## RULES & REGULATIONS

**Children** - All children must be supervised by a parent or guardian and the wearing of a life jacket while on the docks is recommended.

**Conduct** - Unbecoming conduct is prohibited within the confines of this Marina. It is recognized that "unbecoming" may be considered an ambiguous term. Feel free to discuss it with the Marina Management before proceeding.

**Dinghies** - Must be stored on your boat or on dinghy rack. Please see Marina Management if you need a dinghy rack contract or if you have any questions.

**Dock Carts** - Are for slip holder's use only. Please return dock carts to either of the loading and unloading area when you are finished using them.

**Docks** - Riding any wheeled conveyance (other than a wheel chair) on the docks is prohibited! Management must approve any items you wish to place on the dock or dock pilings in writing, in advance.

**Fireworks** - All types of fireworks or sparklers are prohibited at the Marina.

**Grills** - No charcoal or other open fires are allowed on the piers or boats while at the Marina.

**Heaters** - Any form of space heaters or light bulbs in the engine compartment, not originally designed for marine use and not properly installed is a serious fire hazard and are not allowed.

**Laundry** - Shall not be placed on the topsides of the boats, dock or pilings.

**Parking** - All cars should be parked in designated parking spots so your car is not damaged by equipment or obstruct other boat owners' vehicles.

**Pets** - All pets must be leashed and the owner is required to clean up after them. They must not make a disturbance. A designated dog walk area is available.

**Speeding (LAND)** - The speed limit for the Marina is 5 MPH.

**Speeding (WATER)** - the area around the Marina is a NO WAKE Zone. You are legally responsible for you wake.

**Swimming** - ABSOLUTELY NO SWIMMING IS ALLOWED IN OR AROUND THE MARINA.

**Trash** - All trash should be disposed of in the dumpster. You are responsible for the area of your boat slip. All will comply with the Virginia Clean Marina program, Please see Manager for details.

**Washing Machines** - Do not wash anything containing oil, paint, fuel or any hazardous substance in the laundry machines.

We would ask that all slip holders and their guest please follow the Clean Boating Tips as set forth in The Virginia Clean Boater Program, The VCBP Brochure is provided as part of this lease and additional copies are available in the office and bathhouse.

# Carters Cove Marina

## BOAT INFORMATION

ALL PERSONAL INFORMATION WILL REMAIN CONFIDENTIAL AND SHARED WITH NO ONE

Owners Name -

Address -

Phone Numbers -

Email -

Emergency Contact (other than person listed above)

Name -

Phone -

Boat Name -

Make -

Reg / Doc # -

Length Over All -

Beam -

Draft -

Hull ID # -

Combination / Key # -

Type: - Power / Sail

Construction: - Fiberglass Wood Steel Aluminum Other

Engine: - Inboard Outboard

Fuel Type - Gasoline Diesel

Insurer-

Policy # -

Company Address -

Phone -

FAX -

Coverage Starts -

Coverage Stops -

Please present a Certificate of Insurance listing Carters Cove Marina as additional insured, showing a minimum of \$300,000 in insurance coverage before executing.

Copy of Drivers License on file - Yes No

# Carters Cove Marina

## PAYMENT OPTIONS

### CHECKS ARE THE PREFERRED PAYMENT OPTION FOR CARTERS COVE MARINA

Check Option - Yes No

Credit Card Option - Visa / MasterCard

Card # -

Expiration Date -

CVC # -

Authorized Signature - \_\_\_\_\_

Address that matches listed Card -

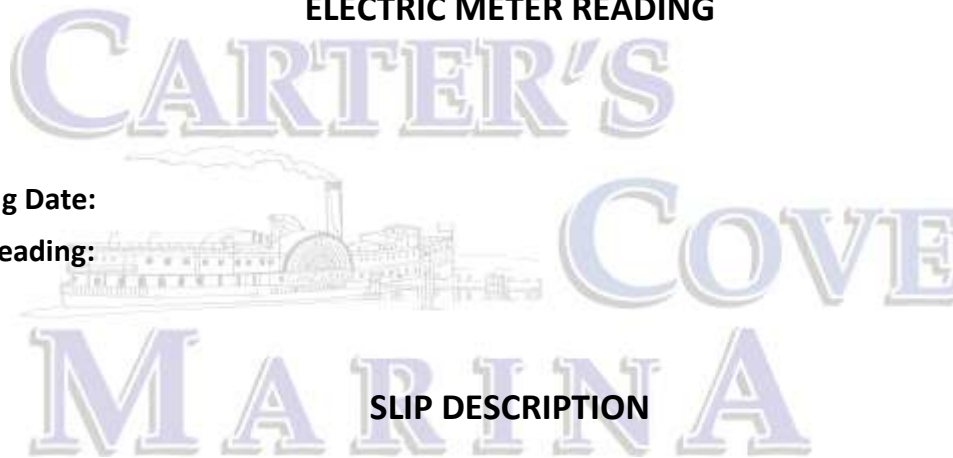
\*\*For Monthly Payment Plan - Service Charges May Apply

### ELECTRIC METER READING

Slip #:

Reading Date:

kWh Reading:



### SLIP DESCRIPTION

Slip #:

Slip Width:

Slip Location:

Electric Supply: 30 / 50 amp & GFI

Power Pedestal: # 0 - Right / Left Side of Pedestal Facing Slip

Main Panel Disconnect: Breaker # 00

Main Panel Disconnect Location: Right / Left Side - 0th From Top

Closest Fire Extinguisher: Slip # 00 - PLEASE LOCATE FOR YOUR SAFETY

Closest Life Ring: Slip # 00 - PLEASE LOCATE FOR YOUR SAFETY

Closest Ladder: Slip # 00 - PLEASE LOCATE FOR YOUR SAFETY

Slip Cost Formula: \$70.00 outside slip / \$60.00 inside slip X 00' = \$0000.00