

Whitehouse Cove Marina Storage Yard & Slip License Agreement

105-B Rens Road
Poquoson, VA 23662

Dockmaster: (757) 508-2602 Cell	<u>Mailing Address</u>	Boat Slip # _____
Craig Brown (757) 461-1630 Fax	Whitehouse Cove, LLC	Dock _____
Craig@rbainc.biz Email	P O Box 120410	Length O/A _____
	Newport News, VA 23612-0410	

Owner Name: _____ Boat Name: _____

Email: _____ Mobile #: _____ Home #: _____

Employer: _____ Phone: _____

Owner Mailing Address: _____

Emergency Contact: _____ Phone: _____

Boat Make: _____ Boat Type: _____ Year: _____

Boat Registration #: _____ Hull ID #: _____

Trailer License State and Number: _____

Insurance Company _____ Agent _____ Phone _____

(It is Owner's responsibility to make sure Agent provides Marina with proof of insurance with Whitehouse Cove, LLC listed as additional insured.)

See Payment options 1-4 below:

Marina and Owner agree to a rental of \$ _____ /year; \$ _____ /month;

or chooses Annual Lease 2-pay & Discounted plan, check here []

RATE SCHEDULE

RATE SCHEDULE			Option 1	Option 2	Option 3	Option 4	
	Dock	Slip Length	Annual Lease Payable Monthly	Monthly Lease Payable Monthly	Annual Lease Prepaid & Discounted	Annual Lease 2-pay & Discounted	
Open Slips	C (Floating)	35	\$335	\$1,006	\$3,501	\$1,791	\$1,941
	D (Floating)	50	\$457	\$1,372	\$4,774	\$2,443	\$2,646
	F (Floating)	45	\$386	\$1,158	\$4,031	\$2,063	\$2,235
	G (Floating)	35	\$335	\$1,006	\$3,501	\$1,491	\$1,941
	H (Floating)	35	\$342	\$1,026	\$3,569	\$1,826	\$1,978
Covered Slips	A (High Cover)	50	\$488	\$1,465	\$5,099	\$2,609	\$2,826
	E (High Cover)	45	\$444	\$1,332	\$4,635	\$2,372	\$2,569
	E (Uncovered)	\$150 per month, payable in advance					

Rates in effect as of date at bottom of page. Rates subject to change without notice.

***Additions:** Live aboard fee is \$125.00/month/person

The Initial Term of this License shall be _____ year(s) / _____ month(s) starting _____ and ending _____ (the "Term"). **This License Agreement runs year to year UNLESS either party gives the other written notice of its intent to cancel the Agreement no less than sixty (60) days prior to each year's anniversary date.** Commencing _____, on the anniversary of each twelve (12) month period the rental payment and Live aboard fee, if applicable, shall increase by three percent (3%).

Payment options "1", "2", or "4" require monthly charges to be deducted from your credit card. Your slip rental payments and charges for additional services, i.e., power, damage to facilities, etc. will be deducted directly from your credit card on or around the 25th of each month for the following month. **NOTE: There is an additional 2.5% processing fee for paying with a credit card.** Please provide us with the following information:

Credit Card (circle):	VISA	MASTERCARD	DISCOVER	AM EX
Cardholder Name as on card (PRINT):	_____ / _____ / _____ / _____			
	First	MI	Last	
Card Number:	_____ (Am Ex has 15 digits/all others have 16 digits)			
Expiration:	_____	CSV (Security Code):	_____	Billing Zip Code: _____

1. This Agreement constitutes a license for the use of the above-designated boat storage.
2. Owner shall maintain and shall deliver to Marina current certificates of insurance evidencing Owner's Boat insurance, including customary marine hull and machinery coverage for not less than the replacement value of the Boat (including boat salvage coverage) and protection and indemnity **liability** coverage (P&I) with minimum limits of \$500,000 **Combined Single Limit** bodily injury and/or property damage. Whitehouse Cove, LLC shall be named as an additional insured. Said certificate of insurance shall include 30 days' written notice of cancellation thereof.
3. **Indemnification.** Owner shall indemnify and hold harmless Marina from and against any and all claims arising from Owner's business or from any activity, work or things done, permitted or suffered by Owner in or about the slip or elsewhere in, on or about the property and shall further indemnify and hold harmless Marina from any obligation on Owner's part to be performed under the terms of this Agreement or arising from any negligence of the Owner and from any and all cost, attorneys' fees, expenses and liabilities incurred in the defense of any such claim, action or proceeding hereon; and in case any action or proceeding be brought against Marina by reason of any such claim, Owner, on notice from Marina, shall defend the same at Owner's expense with counsel reasonably satisfactory to Marina. Owner, as a material part of the consideration to the Marina, hereby assumes all risk of damage to property or injury to persons, in, on or about the slip arising from any cause and Owner hereby waives all claims in respect thereof against Marina.
4. **Governing Law.** The laws of the State of Virginia shall govern this Lease.
5. **Waiver of Jury Trial.** Marina and Owner hereby mutually waive any and all rights that either party may have to request a jury trial in any proceeding at law or in equity in any court of competent jurisdiction.
6. **Waiver of Homestead Exemption.** Owner hereby waives the benefit of any homestead exemption available to Owner with respect to this Lease.
7. No refunds shall be made if the boat is removed from the Marina either voluntarily or involuntarily prior to the end of the Term.
8. **Late Charge.** Any balance paid after five (5) days of its due date will be subject to a \$25.00 late fee plus a two percent (2%) per month service charge. In the event the Owner provides Marina with a check or draft that is returned for any reason, Owner shall, within five (5) days of notice of the returned check or draft, pay the Marina the original amount of the returned check or draft by certified or cashier's check or money order, plus a returned check fee of fifty dollars (\$50.00) plus Late Charges, if applicable.
9. **Holdover.** In the event the License terminates and Owner refuses or is unable to move the boat from the property, the fee shall increase to One Hundred Fifty percent (150%) of the last applicable fee for so long as the boat remains on the property.
10. **Breach.** If Owner breaches or defaults in connection with this License, Marina may terminate this License with written notice to Owner. Further, Marina may resort to any legal or equitable remedy to enforce its rights or to any non-judicial remedy and Owner shall pay all costs and expenses of Marina associated therewith including, but not limited to, expert witness and attorneys' fees (to be the greater of the hourly rate charged by said attorney or 33-1/3% of the outstanding balance due Marina at the time of the matter being referred to the attorney).
11. Marina agrees to furnish dockside water. Electricity is provided directly by Dominion Virginia Power. Owner is to coordinate power account activation directly with Dominion Virginia Power (phone number: (888) 667-3000).

Rules and Regulations

1. All boats shall be moored in a manner acceptable to the Dockmaster.
2. Conduct by Owner or Owner's guests that might injure a person, cause damage to property or harm the Marina reputation shall be cause for immediate expulsion from the Marina.
3. Noise shall be kept to a minimum at all times. Guests shall use discretion in operating engines, generators, radios, television sets and other audio equipment so as not to create a nuisance or disturbance. Evening quiet hours are observed from 11:00 p.m. to 7:00 a.m.
4. Owner shall notify the Dockmaster prior to leaving their berth overnight with their estimated time of return. The Marina reserves the right to utilize the slip for transient mooring when vacant. Slip holders returning early should notify the Marina to allow timely slip clearance.
5. In the event of a hurricane or other extreme conditions, Owner shall relocate Owner's craft out of the Marina slips. When boats are left in the slips, the Owner accepts totally liability for any damage caused by Owner's boat to the dock system, other boats and structures.
6. All outside contractors and independents contracted to perform any work on a boat in the Marina must meet the following criteria:
 - a. The contractor as an individual or business entity must be licensed by all appropriate government agencies.
 - b. Anyone performing business onsite must be covered by an insurance liability policy issued by an insurance company licensed to do business in Virginia and must meet or exceed all contractor requirements on file with the Marina. Contractors operating as a business entity with employees must have Workman's Compensation insurance on all contractor employees. **Marina requires a Certificate of Insurance with Whitehouse Cove, LLC named as an additional insured with the required values as a minimum. These policies must be kept on file in the Marina office.**
 - c. All outside contractors and independents contracted to perform any work must check-in at the office daily and log all environmentally controlled materials used.

- d. This policy is for reasonable and compatible in-water work. Marina shall evaluate what work is reasonable and compatible.
- 7. Whitehouse Cove Marina is an environmentally friendly marina facility. The conduct of all persons should reflect as such. Boat shall be maintained in seaworthy condition, mechanically and cosmetically sound and shall be in compliance with all regulations of the United States Coast Guard.
- 8. Pets are permitted only if they do not disturb other guests and invitees, and must be leashed while within the confines of the Marina. Feces must be properly disposed of.
- 9. Rules of the Road and navigation laws of the United States apply to all boats entering or leaving the Marina.
- 10. Refuse shall not be thrown overboard or on docks and shall be deposited in receptacles provided for that purpose.
- 11. Supplies, materials, accessories and/or debris shall not be stored on walkways, docks or piers. Placing of lockers, chests, cabinets or similar structures on walkways, docks or piers is prohibited except with written approval of the Dockmaster.
- 12. Painting, scraping or repairing of gear shall not be permitted on walkways, docks or piers. The extent of repairs and maintenance which will be permitted shall be at the sole discretion of the Dockmaster. Spray painting is prohibited.
- 13. Subleasing or sublicensing of slips, transfer of boat between slips or from one slip to another, is not permitted except with written approval of the Dockmaster.
- 14. Laundry shall not be hung on boat, walkways, docks, or piers.
- 15. All personal property must be removed from Marina when dockage is terminated. Marina assumes no responsibility for personal property that may remain.
- 16. Motorcycles, golf carts and bicycles shall not be ridden on any dock or piers and must be stored on the boat or in the parking area.
- 17. Dinghies must be berthed within the slip assigned to the boat and in such manner that will not encroach on the adjoining slips.
- 18. Hoses and electric lines shall not extend across walkways, docks, or piers and shall be neatly coiled and not to create a safety hazard walking by.
- 19. All hoses shall have nozzles and shall be turned off when not in use.
- 20. Owner shall use dock lines of sufficient strength and size to assure the safety of Owner's boat and to avoid damage to boats in adjoining slips. Boat shall be tied in a manner acceptable to Dockmaster.
- 21. Damage to dock, piers and pilings by Owner or Owner's boat shall be the responsibility of Owner and shall be repaired or replaced (at the sole discretion of Marina) at the cost and expense of Owner.
- 22. Owner shall comply with all federal, state and local statutes, ordinances, rules and regulations.
- 23. Marina reserves the right to limit and govern parking spaces in the Marina.
- 24. "For Sale" signs shall be limited in size to no more than 12 inches by 12 inches.
- 25. Rules and Regulations. Owner and Owner's guest(s) and invitees shall strictly comply with the Marina's Rules and Regulations. Said Rule and Regulations maybe be changed at any time at the sole discretion of the Marina.

Accepted: _____ Date: _____
 Owner Owner

Accepted: _____ Date: _____
 Whitehouse Cove LLC - Marina