

Whitehouse Cove Marina
Transient Slip License Agreement
105 Rens Road, Poquoson, VA 23662

Please call Dockmaster, Craig Brown,
at (757) 508-2602
at least 30 minutes prior to docking.

Dockmaster (757) 508-2602 Cell
Craig Brown (757) 461-1630 Fax
Craig@rbainc.biz Email

Mailing Address Whitehouse Cove, LLC
P O Box 120410
Newport News, VA 23612

Owner Name: _____ Boat Name: _____ Boat Slip #/Dock _____

Mailing Address _____ Mobile # _____

City _____ State _____ Zip _____

Boat Make _____ Boat Type _____ Boat Length _____

YACHT CLUB OR GROUP RESERVATIONS (a group consists of two or more boats requesting to be docked together) **YACHT CLUB:** _____

- The Commodore of any and all Cruising Clubs, Yacht Clubs, etc. will present the Marina with the name of the Club / Group, Reservation Dates, and a list of all participants by completing the information requested above for each boat participating and shall write a master check for the group no less than 48 hours in advance of the earliest reservation date for the Club / Group to cover the dockage and power charges for all participants.

In order for the Marina to guarantee a slip for any particular night(s) for an individual boater, Marina and Owner agree the TOTAL Transient Fee for a Boat Slip reservation as calculated below will be paid at least 48 hours prior to the reservation date of slip.

Reservation Date(s): _____

FORMULA:

_____ feet x \$3.00/foot (with a minimum charge of \$100 per night before electricity)
(Boat Length (O/A) PLUS \$10.00 per night electricity x _____ # Nights = **TOTAL \$** _____

Your transient slip rental payments and charges for additional services, i.e., power, damage to facilities, etc. will be deducted directly from your credit card. **NOTE: There is an additional 2.5% processing fee for paying with a credit card.**

PRINTING LEGIBLY, 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: _____

Email address for receipt: _____

Signature: _____

Date Dockmaster Swiped: _____ Time Dockmaster Swiped: _____

Date Intuit Website Used: _____ Total amount charged: \$ _____

Accepted: _____ Date: _____

Owner

Owner

Accepted: _____ Date: _____

Marina

- Transient check-in is between 11:00 a.m. and 5:00 p.m. Monday through Saturday. The Marina office is closed on Sundays.
 - Marina has 50 Amp power plug connections only. 30 Amp plug adapters are not available for rent or borrow at the Marina.
1. This Agreement constitutes a license for the use of the above-designated transient slip.
 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 quite 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