

## FLAG HARBOR YACHT HAVEN SLIP RENTAL AGREEMENT

\_\_\_\_\_, owner of Flag Harbor Condominium boat slip# \_\_\_\_\_, a \_\_\_\_\_ foot slip, here and after termed the Landlord, does hereby let and demise said boat slip to: boat owner \_\_\_\_\_, here and after referred to as the Tenant for mooring: boat \_\_\_\_\_ (name) (manufacturer) (overall length) (beam) (hull color) at the above marina located in St. Leonard, Maryland, for a term of \_\_\_\_\_ commencing on the \_\_\_\_\_ day of \_\_\_\_\_ and ending on the \_\_\_\_\_ day of \_\_\_\_\_. The Tenant agrees to pay an annual rental for said space the sum of \_\_\_\_\_ and \_\_\_\_\_/100 dollars (\$) \_\_\_\_\_) payable in \_\_\_\_\_ payment(s) due \_\_\_\_\_. If available, 30 amp shore power will be paid \_\_\_\_\_.

It is mutually agreed that the Landlord does not accept the boat for storage, shall not be held liable in any manner for the safekeeping or condition of the same, and is not responsible, therefore, as warehouseman or bailee, but that the relation between the parties is simply that of landlord and tenant, and it is understood and agreed by Tenant that the Landlord will not be held responsible or liable for and damage or loss to or of the said boat, its tackle, gear, equipment or property either upon said boat or upon the premises of the marina, from any cause whatsoever, or for injury to the owner or invitees occasioned by any cause upon the marina premises or adjacent thereto.

The Landlord has the right to terminate this agreement if the Tenant does not comply with and carry out all rules and regulations now and hereinafter made by the Landlord/Flag Harbor Condominium Association including, but not limited to, the following:

1. Congeniality is a requisite of tenancy.
2. The Tenant is responsible for the conduct of his/her guests and their use of marina facilities.
3. The Tenant may furnish Flag Harbor Marine Service with keys to the docked vessel so that the vessel can be boarded, operated or moved in the case of an emergency, and the Landlord/Association accepts no responsibility for boarding, operating or moving said vessel. (*Optional*)
4. The vessel shall not be of such size as to exceed the actual length or width of the slip when properly moored in the slip. Considering the normal stretch of mooring lines and tidal changes, all parts of the vessel shall remain within the slip perimeter without contacting any parts of the pier or piling structures.
5. The vessel must be kept in good repair and seaworthy appearance and must not present a hazard to any vessel in the marina.
6. The Tenant shall keep the rented space clean, orderly, and as free as possible from all inflammable substances, and will at all times preserve the space in as good a condition and repair as the same now is or hereafter be put into. Reasonable use and wear and tear damage by the elements accepted. Prompt notice shall be given to the Landlord of any defects or breakage in the structure, equipment or fixtures of said facilities.
7. The Tenant will be responsible for his/her mooring lines.

8. Dinghies shall be stored on the Tenant's vessel or in an assigned space on the dinghy storage rack.
9. The Tenant shall not use or allow the said premises to be used for any disorderly or unlawful purpose nor in any way noisy, boisterous or other manner offensive to the Landlord/Association or others.
10. No commercial activities (i.e., chartering) shall be permitted without approval of the Board of Directors of Flag Harbor.
11. Each Tenant will be held responsible for damage he/she may cause to other vessels in the marina or to structures or facilities in the marina. Tenant shall have insurance coverage with respect to his/her responsibilities herein.
12. No open fires of any kind, including charcoal fires, will be allowed upon the dock or on the boat while moored in a slip at Flag Harbor Yacht Haven.
13. In addition to the foregoing, the Tenant shall pay the Landlord/Association all costs and expenses, including all reasonable attorney's fees incurred by the Landlord/Association in exercising any of its rights or hereunder.
14. The Tenant may not sublease his/her slip without permission of the Landlord.
15. Tenant agrees to be bound by the terms and conditions of the Master Deed and Declaration of Condominium Association, Articles of Incorporation, Bylaws and Rules and Regulations of said Association and Marina, for the lease term.
16. Tenant has use of the facilities at Flag Harbor and agrees to abide by the rules therein.

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_  
*Tenant* *Date* *Landlord* *Date*

Address: \_\_\_\_\_ Address: \_\_\_\_\_  
 \_\_\_\_\_

Phone: \_\_\_\_\_ (h) Phone: \_\_\_\_\_ (h)  
 \_\_\_\_\_ (w) \_\_\_\_\_ (w)  
 \_\_\_\_\_ (c) \_\_\_\_\_ (c)  
 \_\_\_\_\_ (e-mail) \_\_\_\_\_

Insurance Co. Name & Policy No. \_\_\_\_\_

Copy of Rules & Regulations, bathroom keys, and pool & beach passes may be obtained from the Condo office, some for a fee.

***The Landlord shall provide a copy of this completed document to the office of the Flag Harbor Condominium Association***

Revised March 7, 2011