



989 Smith Point Road
Reedville, Virginia 22539

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(804) 453-4077

Annual Boat Slip – Rental Agreement

This agreement is entered into between Smith Point Marina, Inc., The LANDLORD, and the below listed individual, herein known as the tenant. The tenant agrees to the following conditions of tenancy:

- 1) **BASIC FEE SERVICE.** The Basic Fee for the specific boat slip entitles TENANT to:
 - a) Storage of one boat, in the designated slip.
 - b) Unlimited use of Marina Water
 - c) Use of Marina electrical Power **ONLY WHILE ON THE BOAT.** If Tenant is living on boat or leaving boat on shore power for refrigerator, battery power, etc. additional charges will be assessed.
 - d) Use of Assigned slip **ONLY** for the keeping of bait pens.
 - e) Use of shore Side Dock-Box Area – Only Fiberglass dock Boxes Allowed
 - f) The LANDLORD will conduct daily External check of boat and mooring security. This check is made to identify possible sinking condition to boat caused by electrical, or mooring problems, however, it in no way makes the LANDLORD responsible for damage to boat caused by deteriorated or failed boat equipment or systems.
 - g) The LANDLORD is responsible for providing a slip with adequate mooring points and services to protect a properly moored boat under normal weather conditions. In the case of covered slips, the LANDLORD will endeavor to stop identified roof leaks.
 - h) Unlimited free ramp for the Tenant's boat being kept in the slip
- 2) **ADDITIONAL CHARGE SERVICE.** Charges in addition to the Basic Fee will be made for the following requests:
 - a) Emergency Pump-out of water due to failed equipment/sinking condition
 - b) Electrical Power. Boats using electrical power will be assessed additional power charge in accordance with the following schedule:
 - i) 15/20/30A Cord plugged into 30A Receptacle - \$20 per month per receptacle (\$40 for liveaboard)
 - ii) 50A Cord plugged into 50A Receptacle - \$40 per month per receptacle. (\$80 for liveaboard)
- 3) **SLIP ASSIGNMENT.** The LANDLORD reserves the sole right to assign slips and dock space. TENANT shall not assign, transfer, or permit use of assigned space without the Written Consent of the LANDLORD. The LANDLORD may use or rent leased slips in the absence of the TENANT's boat from the leased slip, not to interfere with the TENANT's Rights.
- 4) **CUSTOMARY USE.** TENANT agrees that only reasonable and customary use will be made of marina docks and facilities and that no unnecessary wear and tear, disturbance, nuisance, rubbish, or garbage will be permitted on the dock or premises. The TENANT will keep dock and premises free and clear of gear, tackle, and other obstructions.
- 5) **ELECTRICAL SAFETY.** The use of Marina electrical outlets for the operation of power tools, portable battery chargers, portable air conditioning, heating units, etc. is **PROHIBITED** in the covered slips unless the owner is aboard.
- 6) **HOT WORK AND GRILLS.** Use of welders, torches, open flame or Grills is prohibited on all docks and within 50 ft of the fuel dock and fuel tanks/pumps.
- 7) **DELAYS.** The LANDLORD will not be responsible for delays in hauling, launching, winter lay-up, etc. caused by inclement weather or any other circumstances beyond its control.
- 8) **DO-IT YOURSELF.** TENANT may work on his/her own boat if such work does not interfere with the rights, privileges and safety of other persons or property. TENANT is liable for repair or cleanup of any boats affected by TENANT'S work as determined by the LANDLORD. TENANT may not use any gasoline powered equipment in the Marina
- 9) **OUTSIDE WORKERS.** Any outside mechanic, craftsman, or any other persons performing any work, including surveys, on TENANT'S boat while in the slip or on the premises will:
 - a) Register at the office prior to starting each job and sign an environmental awareness statement.
 - b) Provide the LANDLORD with a standard certificate of workman's compensation and liability insurance coverage.
 - c) TENANT may NOT bring in outside workers to accomplish sandblasting, hull stripping, or other major industrial work. **ANY FORM OF BLASTING (SAND, SODA, ETC.) IS NOT PERMITTED IN THE MARINA.**
 - d) Outside workers may not use any Gasoline or diesel powered equipment in the Marina.
- 10) **LAWSUITS.** TENANT agrees that in the event suit is brought in behalf of the LANDLORD against TENANT to collect any amounts due or become due hereunder, or to enforce any appropriate maritime or other laws, TENANT shall pay the LANDLORD's reasonable attorney fees for such lawsuit or collection plus costs.

Last Name _____ First Name _____ Date _____

- 11) DELINQUENT RENT. Although not required to be agreed to by the TENANT, the TENANT is hereby made aware that if he/she becomes 90 or more days delinquent in payments for slip/storage charges or Invoiced work accomplished, supplies provided, the LANDLORD may exercise rights listed in the code of the Commonwealth of Virginia to obtain relief.
- 12) INSURANCE. BOATS AT SMITH POINT MARINA are required to carry the following marine insurance levels:
 - a) FULL current boat value, per NADA BLUE BOOK
 - b) Watercraft liability and Medical Payments – Minimum \$200,000/\$32,000
 - c) TENANT will provide proof of insurance to the LANDLORD on an annual basis or when insurance is changed.
 - d) TENANT will name SMITH POINT MARINA, INC. as ADDITIONAL INSURED in their boat insurance policy.
- 13) PROTECTIVE COVERING. Unless installed and maintained by the LANDLORD, TENANT assumes full responsibility for providing adequate covering to protect the boat from any and all perils. LANDLORD is not responsible for clogging of drains or other conditions which may result in internal flooding of the boat from rain, snow, or ice.
- 14) PERSONAL PROPERTY. LANDLORD is not responsible for any items of personal property left on the boat or in the marina.
- 15) POLLUTION PREVENTION/CLEANUP. TENANT is responsible for cleanup of any pollution caused by his/her boat, boat operation, or maintenance/repair actions.
 - a) Oil or oily bilge water may not be drained on the ground and must be collected and disposed of in LANDLORD provided containers.
 - b) Paint chips and bottom painting residue must be collected and disposed of in the dumpster. An environmental clean-up charge will be assessed for any do-it-yourself work residue which must be cleaned up by the LANDLORD.
- 16) ENVIRONMENTAL AWARENESS. SMITH POINT MARINA IS A NO DISCHARGE ZONE. LANDLORD provides facilities for the environmentally friendly disposal of trash/garbage, oil waste/motor oil, transmission fluid, gear oil, hydraulic fluid, lead acid batteries, Aluminum Cans, steel, zinc, copper/bronze, sanitary holding tank/portapotty, fish waste and bottom/side paint chips. TENANT will not allow any waste or other pollution into the WATER OR LAND and will either utilize LANDLORD provided facilities for disposal or recycling or remove all waste from the Marina.
- 17) MOORING. Except within 10 days of any time when the LANDLORD has moved the boat to accomplish work, the TENANT assumes full responsibility for securely mooring his/her vessel for all weather conditions.
- 18) PETS. All pets will be on leash when on marina property.
- 19) FUEL. TENANT agrees not to transport across marina property, in any container or vehicle, any fuel (gasoline or diesel) for boats moored in slips, at docks, or anchored in the proximity of the marina. Fuel already in boat tanks (i.e. Trailer boats) is permitted.
- 20) BILGE PUMP. TENANT agrees to install and maintain an automatic bilge pump or pumps capable of keeping the boat's bilge dry under normal conditions. The pump(s) should be fused and direct wired to a battery. When the boat is in its slip, the bilge pumps should be set to work in an automatic mode.
- 21) BATTERY SWITCH. TENANT agrees to have all batteries connected to a battery switch or switches which allow the battery to be completely isolated from all boat systems except the automatic bilge pump. This switch is to be in the OFF position when the boat is not in use.
- 22) FULL TIME LIVEABOARDS. Are not permitted at Smith Point Marina.
- 23) ABSENT TENANT. The TENANT is required to check on his/her boat's condition at least quarterly to ensure that all safety equipment is kept in full operating condition. The following equipment should be checked at a minimum:
 - a) Batteries/Battery chargers.
 - b) Bilge Pumps
 - c) Mooring Lines
 - d) Through Hull Fittings, shaft and rudder packing boxes
 - e) Condition of Bilge
- 24) DRUGS. Smith Point Marina is a DRUG FREE ZONE. Any tenant caught or reported to be using, selling, or otherwise distributing any type of illegal drug on board the boat or anywhere on Marina property will be directed to remove his/her boat from the marina and not return. Allegations of Drug use do not require substantiation, but if substantiated, Law enforcement authorities will be notified.

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Last Name_____ First Name_____ Date_____

- 25) k. ANTI-SOCIAL BEHAVIOR. Smith Point Marina provides facilities for recreational boating only. Any complaints about tenant, or his/her guests' Anti-Social Behavior will be dealt with seriously and will generally result in the termination of the Tenant's slip rental.
- 26) TENANT CANCELLATION. After the first 12 months, TENANT may cancel this lease giving the LANDLORD no less than 30 days notice. Slip rent will be paid for the full month after the month notice is received and the boat removed from the marina. Cancellation in the first year requires payment of the one full month plus 20% of the slip fee times the number of months paid.
- 27) LANDLORD CANCELLATION. Any infraction of the rules and regulations contained herein or posted in the office by the LANDLORD shall at the option of the LANDLORD cancel this lease agreement on 10 days notice.
- 28) ENTIRE AGREEMENT. This agreement contains the entire understanding between the TENANT and the LANDLORD. No other representation or inducement, verbal or written, has been made which is not contained in this agreement.

Version: July 1, 2008

Signed:_____

Date:_____

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