

# CHOPTANK MARINA TEMPORARY DOCKAGE CONTRACT

THIS TEMPORARY DOCKAGE CONTRACT (this "Contract") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **COUNTY COMMISSIONERS OF CAROLINE COUNTY, MARYLAND**, a body corporate and politic and a political subdivision of the State of Maryland (hereinafter referred to as "the County"), through its agent, the Caroline County Department of Recreation and Parks, which operates the Choptank Marina (the "Marina") and \_\_\_\_\_ ("Lessee").

WITNESSETH, that for and in consideration of the sum of \$\_\_\_\_\_, due and payable by the Lessee upon the execution of this Contract, the County does hereby grant to the Lessee the right to keep the vessel described below at the Marina for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_.

The initial Boat Slip assigned is \_\_\_\_\_, and shall be used to store the following vessel:

Vessel Name: \_\_\_\_\_ MD Registration #: \_\_\_\_\_  
Owner Name \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone (home): \_\_\_\_\_ Phone (Cell): \_\_\_\_\_  
Email Address: \_\_\_\_\_

## This Contract is subject to the following terms and conditions:

1. Temporary dockage fees are payable in full prior to slip occupancy in accordance with the fee schedule detailed below:
  - a. \$10/day for 24-hour period
  - b. \$30/week for a 7-day period
  - c. \$110/month for a 30-day period

*The County reserves the right to change these fees annually. The prices do not include electric service.*
2. Electric service is available at each slip at the following rates:
  - a. \$5/day
  - b. \$15/week
  - c. \$25/month for 20-amp service
  - d. \$45/month for metered service. If utility consumption exceeds minimum fee, slip patron will be billed for the remaining balance.
3. Dockage Contracts issued for a 30-day period require the Lessee to pay a refundable deposit equivalent to one month's dockage fee. This deposit will be refunded to the Lessee at the end of the term of the Contract provided the vessel is removed from the Marina. This deposit is not a substitute for the monthly dockage fee and must be paid by a separate check or cash.
4. Failure to remove the vessel from the slip by the end of the term will result in the following actions:
  - a. Assessment of a penalty charge of \$10 per day for each date the vessel remains in a slip after the end of the term. Neither temporary nor annual dockage contracts will be entered into with a patron until all penalty charges are paid.
  - b. The County will initiate abandoned boat procedures consistent with Maryland State Law. After 30 days, the State has the authority to remove the vessel and hold the last registered owner of the vessel liable for removal costs, which are in addition to the penalty fines imposed by the County
5. Upon request of the Lessee, the term of this Contract may be extended at the discretion of the Marina Supervisor. Arrangements for extensions must be made prior to the expiration date of the current contract to avoid daily penalty charges.
6. Slip assignments are made by the Marina Supervisor and may be changed during the term.
7. The Lessee represents and warrants that Lessee has received a copy of the Rules and Regulations of the Marina and agrees to abide by and comply with them. *Damage caused to piling, bulkheading or facilities by the Lessee, or Lessee's agents, guests, or employees, shall be repaired at Lessee's*

*expense to the satisfaction of the County.*

8. The Lessee agrees not to construct "improvements" or to make any addition to the slip or the land which it abuts.
9. The County has absolutely no responsibility for the day-to-day care and/or maintenance of Lessee's vessel, including care required during bad weather.
10. Lessee shall maintain during the Term of this Contract Watercraft Liability Insurance, or equivalent Protection & Indemnity coverage, which shall have minimum limits of \$300,000 per occurrence combined single limit for bodily injury and property damage. Lessee shall provide Marina with a certificate of such insurance, indicating coverage amounts and dates, prior to the date upon which this dockage contract is signed by Lessee. The insurance shall be issued by an insurance company licensed to do business in Maryland and shall be non-cancelable without thirty (30) days prior written notice to Marina. Lessee shall be liable for any personal injury and/or property damage and all costs relating thereto which Lessee or its guests, family members, invitees or contractors or the Vessel may cause while the Vessel is stored at the Marina and/or as a result of the use of Marina facilities by Lessee or its guests, family members, invitees or contractors.
11. The County will not be responsible for any loss or damage to any vessel occupying any of its slips and the Lessee hereby waives all claims against the County for any such loss or damage. Lessee shall defend, indemnify, and hold the County, its employees and agents harmless from and against any and all costs or liabilities incurred by or claimed against the County or its employees and agents as a result of any acts or omissions of Lessee or Lessee's guests, including, but not limited to, Lessee's default under this Contract and/or for personal injury or property damage caused by the storage of the vessel at the Marina and/or Lessee's use of the Marina.
12. Lessee shall provide information to the County sufficient for the County to be able to charge to Lessee's credit card all fees and expenses which may become due from Lessee under this Contract, and which are unpaid.
13. In the event of emergency, an authorized representative of the County may board Lessee's vessel in the absence of the Lessee if, in the opinion of the County, it is necessary to protect the safety of a person or Marina facilities.
14. Failure on the part of the Lessee to pay the dockage fee will automatically void this Contract and the County shall have the right and privilege of removing the vessel at the expense of the Lessee.

**IN WITNESS WHEREOF**, the County and Lessee have executed this Contract as of the date first above written.

COUNTY BY: \_\_\_\_\_

LESSEE: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**OFFICE USE ONLY**

<i>Issue Date:</i>	<i>Slip Assignment:</i>	<i>Meter Reading:</i> <i>Start:</i> <i>End:</i>
<i>Payment Info:</i> <input type="radio"/> <i>Cash</i> _____ <input type="radio"/> <i>Check</i> _____ <input type="radio"/> <i>CC</i> _____	<i>Date Received:</i>	<i>Renewal Contact:</i>

Make check payable to: **Caroline County Commissioners**