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**REGISTRATION / BOAT DOCKAGE AGREEMENT**

This Boat Dockage Agreement ("Agreement") is made between **LOCK WALL LLC d/b/a LOCK WALL ONE MARINA**, as Lessor, ("Company"), and \_\_\_\_\_, as Lessee, ("Boat Owner").

Name of Company: Lock Wall LLC d/b/a Lock Wall One Marina Phone (412) 261-3640

Address: 1900 Allegheny Building, Pittsburgh, PA 15219-1613

Email Address: [robertbeynon@beynonandco.com](mailto:robertbeynon@beynonandco.com)

Name of Marina Manager: Point Cove Marina, Inc. Email: [terry.grantz@boatpittsburgh.com](mailto:terry.grantz@boatpittsburgh.com)

Address: 477 Terazzo Drive, Allison Park, PA 15101 Phone (412) 965-2226

Name of Boat Owner/Owners: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

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

**MAXIMUM OVERALL BOAT LENGTH POLICY**

**Boat length is defined as the overall length and includes any bow or stern pulpits, bowsprits, dinghies, davits or outboard motors.** This includes any attachment that affects the overall length of the boat itself.

Boat Type: ( ) Power Boat ( ) Houseboat ( ) Sail Hull color \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_

Year \_\_\_\_\_ Overall Length of Boat \_\_\_\_\_

Boat Name \_\_\_\_\_ Overall Width of Boat \_\_\_\_\_

Pennsylvania or Other Registration No. \_\_\_\_\_

Captain's Name or Emergency Contact \_\_\_\_\_

Home Phone: ( ) \_\_\_\_\_ Cell Phone: ( ) \_\_\_\_\_

Electric Service: \_\_\_\_\_None \_\_\_\_\_ One 30 Amp \_\_\_\_\_ Two 30 Amp \_\_\_\_\_ One 50 Amp

Company and Boat Owner hereby enter into this Agreement which incorporates and includes the attached Marina Rules and Regulations, which may be modified or amended as provided in this Agreement, and the COMPANY, as Lessor, agrees to lease to the BOAT OWNER, as Lessee, a space at Lock Wall One Marina in the City of Pittsburgh, Pennsylvania ("Marina") pursuant to the following terms:

**BOAT SLIP:**

**Lease of Boat Slip:** Company hereby leases to Boat Owner and Boat Owner leases from Company the boat slip located in the Marina and designated in the upper right hand corner of the first page of this Agreement, and allows Boat Owner to occupy this boat slip for the sole purpose of docking the above-described Boat for the duration of this Agreement. This Agreement is for the use of space only and such space is to be used at the sole risk of Boat Owner. Boat Owner is solely responsible for the safety, care and protection of the Boat, its gear, equipment and appurtenances at all times and Company shall not be liable for such safety, care or protection under any circumstances.

**Permitted Use:** Boat Owner shall not cause or permit the above-described boat slip, or any other boat slip to which the Boat may be relocated, (collectively, the "Boat Slip") to be used for any purpose other than the above and docking of the above-described Boat and shall follow and be responsible for instructing all guests or invitees, etc. to follow the Rules and Regulations. This Agreement is for the rental of the Boat Slip only. There is no agreement to create a bailment of the Boat, nor do the parties intend to create a bailment for the Boat. There is neither temporary nor permanent dominion nor control exercised over the Boat by Company.

**Relocation:** It is understood and agreed that Company shall have the right to relocate Boat Owner's Boat to another boat slip within the Marina to accommodate Company's need for the Boat Slip for any reason whatsoever. Company shall use reasonable efforts to provide notice and minimize disruption and inconvenience to Boat Owner during any relocation. However, the failure to provide notice shall not be a breach of this Agreement nor shall it inhibit Company's right to relocate Boat Owner's Boat. If the relocation shall be for a period of more than thirty (30) days, Boat Owner shall have the right to cancel this Agreement if it does not approve of the boat slip to which the Boat is to be relocated. To be effective, Boat Owner must deliver written notice of cancellation to Company within thirty (30) days of Company's notice to Boat Owner of the relocation. The cancellation of this Agreement pursuant to this provision shall not relieve Boat Owner of any obligations accrued up to the effective date of cancellation.

**TERM:** The term of this agreement shall be for one (1) season (May 15 to October 15) beginning with the date first above written in the upper left hand corner of the first page of this Agreement. Upon the expiration of the initial season, this Agreement shall automatically renew for an additional season unless otherwise earlier terminated in accordance with this Agreement. After the initial season, this Agreement may be terminated by either party, with or without cause, upon thirty (30) days prior written notice. Notice of intent to terminate this Agreement by Company shall be sent to the address stated above for such notice, and notice of intent to terminate this Agreement by Boat Owner to Company shall be sent to the address stated above for such notice. It is expressly understood that all boats must be out of the water no later than October 15.

**RENTAL:** Upon execution of this Agreement, Boat Owner will pay to the Company for use of the boat slip, a seasonal fee of \$55.00 (\$60.00 with one 30 Amp Service) per lineal foot of boat length plus an additional winter storage fee, if applicable, upon the prior agreement of the parties. A \$5 per foot discount is being offered to returning slip holders that pay their dockage in full by March 15, 2011. Any Boat Owner who needs an extra 30 Amp Service or the use of one 50 Amp Service shall pay an upfront utility charge of \$250 for the entire season. The Company will also provide summer trailer storage for the summer season for an additional fee of \$150. The Company reserves the right to charge a monthly pro rated utility fee for water and electricity. The Company reserves the right to change the rental between seasons, and prior written notice shall be provided to the Boat Owner.

**RETURNED CHECKS:** Boat Owner shall pay to the Company \$50.00 for each check that is returned to the Company unpaid or any late charges, if applicable.

**LATE PAYMENT CHARGE:** Boat Owner shall pay to the Company a charge of \$50.00 if Boat Owner fails to pay under the paragraph on "Rental" within ten (10) days of the date the Rental is due and payable. The foregoing fee is not a penalty but is to recompense the Company's administrative costs due to the failure of Boat Owner to make timely payment.

**NON-JUDICIAL SALE:** In the event that Boat Owner does not pay the Rental on time and in full, the Company retains its right to exercise the provisions for a non-judicial sale of Boat Owner's boat as provided for in the Pennsylvania Statutes and any other statutory remedy, in addition to all other remedies set forth in this Agreement.

**DEFAULT:** Boat Owner shall pay the rental on a timely basis. Failure to do so shall constitute a default of this Agreement and the Company may terminate this Agreement and exercise any of the remedies available in this Agreement or as provided by law.

**LIEN:** The Company shall have a lien against the Boat, its appurtenances and contents for sums for dockage and rental, services provided to the Boat, injury or damage caused or contributed to or by the Boat or Boat Owner, including but not limited to damage to pier, piling, docks, wharfs, personal injury, damage to other boats or vessels, pollution by oil, its derivatives, or other hazardous materials, loss by sinking, collision, fire, or other losses.

**RULES AND REGULATIONS:** Boat Owner must comply with the Rules and Regulations attached to this Agreement and incorporated herein by reference in this Agreement. Violation of any of the Rules and Regulations or breach of any term or provisions of this Agreement can result in the immediate termination of this Agreement at the option of the Company. In the event of any conflict between the Rules and Regulations and this Agreement, the provisions of this Agreement shall control. The Rules and Regulations may be changed periodically at the sole discretion of the Company. Prior to implementing any such changes in the Rules and Regulations, the Company shall provide the Boat Owner with ten (10) days written notice sent by First Class Mail to the address stated above for such notice. Failure of the Boat Owner to receive notice of changes to the Rules and Regulations shall not be a defense to their validity and enforceability.

**REMOVAL AND STORAGE OF BOAT:** In the event the Company terminates this Agreement, it is agreed that the Company may remove the Boat to a storage site without incurring any liability to Boat Owner. Charges for storage of the boat will be at the daily transient dockage rate then in effect. Boat Owner is responsible for paying all reasonable expenses incurred by the Company in removing the Boat and property from the Boat Slip.

**NOTICE:** Boat Owner will be given written notice by certified mail thirty (30) days prior to the scheduled date for removal, sent to the address stated above for such notice.

**LEASE OF BOAT SLIP:** The Company reserves the right to lease the vacated Boat Slip described above to another Boat Owner without incurring any liability.

**LIMITATION OF COMPANY'S LIABILITY:** THE BOAT SLIP IS TO BE USED AT BOAT OWNER'S SOLE RISK. COMPANY SHALL NOT BE LIABLE FOR THE CARE OR THE PROTECTION OF THE BOAT, INCLUDING HER GEAR, EQUIPMENT AND CONTENTS, OR FOR ANY LOSS OR DAMAGE OF WHATEVER KIND TO THE BOAT, HER GEAR, EQUIPMENT AND CONTENTS FOR ANY REASON WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, COMPANY'S NEGLIGENCE. BOAT OWNER HAS EXAMINED THE MARINA AND THE BOAT SLIP DESCRIBED IN THIS AGREEMENT AND ACCEPTS THE CONDITION OF THE MARINA AND BOAT SLIP AS BEING ADEQUATE AND SAFE FOR THE DOCKAGE OF HIS BOAT. BOAT OWNER IS RESPONSIBLE FOR DAMAGE TO OTHER BOATS, BUILDINGS, FENCES, DOCK STRUCTURES AND PILING CAUSED BY THE BOAT, BOAT OWNER, HIS FAMILY, EMPLOYEES, INVITEES OR AGENTS, OR COMPANY, ITS EMPLOYEES, OFFICERS AND AGENTS, WHEN ACTING ON BEHALF OF THE BOAT OWNER. INDEMNITY OF COMPANY: BOAT OWNER, FOR ITSELF AND ITS GUESTS, INVITEES, EMPLOYEES, AGENTS, HEIRS, SUCCESSORS AND ASSIGNS, HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD COMPANY AND COMPANY'S EMPLOYEES AND AGENTS HARMLESS FROM: (I) ANY AND ALL LIABILITY FOR LOSS OR DAMAGE TO THE BOAT, ITS GEAR, EQUIPMENT AND CONTENTS FOR ANY REASON, INCLUDING COMPANY EQUIPMENT FAILURE; (II) ANY AND ALL LOSS, DAMAGE, LIABILITY, LEGAL ACTION OR CLAIM, OF ANY NATURE, ARISING FROM THE BOAT, INCLUDING PASSAGE OF INVITEES/GUESTS WHILE BOARDING OR LEAVING BOAT AND THEIR TRANSIT OVER DOCKS/LEASED PREMISES; AND (III) ANY AND ALL LOSS, DAMAGE, LIABILITY, LEGAL ACTION OR CLAIM OF ANY NATURE ARISING OUT OF BOAT OWNER'S USE OF THE MARINA FACILITIES, THE PRESENCE OF BOAT OWNER'S BOAT, CAR OR PERSONAL PROPERTY AT THE MARINA, OR THE MOVING OF THE BOAT, EXCEPT TO THE EXTENT THAT SUCH LOSS OR DAMAGE IS THE RESULT OF COMPANY'S GROSS NEGLIGENCE, WILLFUL OR WANTON MISCONDUCT. COMPANY DISCLAIMS ALL IMPLIED WARRANTIES, AND BOAT OWNER, FOR ITSELF AND ITS HEIRS, SUCCESSORS AND ASSIGNS, HEREBY RELEASES COMPANY FROM ANY AND ALL LIABILITY ARISING OUT OF ANY CLAIMED IMPLIED WARRANTY. IN THE EVENT OF ANY DAMAGE OR INJURY TO THE MARINA ARISING FROM THE ACTIVE OR PASSIVE ACTS, OMISSIONS OR NEGLIGENCE OF BOAT OWNER, ALL EXPENSES INCURRED BY COMPANY TO REPAIR OR RESTORE THE PROPERTY SHALL BE PAID BY OWNER ON COMPANY'S DEMAND.

**INSURANCE:** Boat Owner must maintain liability insurance upon the Boat with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence. Additionally, Boat Owner shall maintain a full coverage insurance policy for the replacement value of the Boat. Boat Owner shall furnish evidence of such insurance to Company within ten (10) days of executing this Agreement. It is expressly agreed by Boat Owner that the Company is not and shall not be construed to be an insurer of Boat Owner's property loss or property damage to the boat, its motor, accessories or contents due to fire, vandalism, theft, collision or any other casualty loss, and the Boat Owner waives his insurer's right of subrogation against the Company and its employees.

**AMENDMENTS:** Company reserves the right to alter or amend the terms and conditions of this Agreement from time to time by written notice sent by First Class Mail to the address indicated above for such notice thirty (30) days prior to the effective day of said amendment.

**ASSIGNMENT AND SUBLETTING:** This Agreement cannot be transferred, sold, assigned or subleased without the prior written permission of the Company. In the event Boat Owner sells the Boat, the Company shall not be obligated to execute a new Agreement with the new Boat Owner.

**LAWS:** In the event any portion of this Agreement shall be deemed to be in violation of any law of the United States or any law of the State of Pennsylvania, said portion, and said portion only, shall be deemed null and void, and the balance of this Agreement shall remain in full force and effect. This Agreement shall be interpreted in accordance with the laws of the State of Pennsylvania. Venue for any action arising under or relating to this Agreement shall be in a court of competent jurisdiction in Allegheny County, Pennsylvania.

**NON-RESIDENTIAL TENANCY:** Parties agree that this Boat Dockage Agreement does not constitute and shall not be construed as a residential tenancy.

**ENFORCEMENT:** If the Company shall determine during the term of this Agreement that Boat Owner is in violation of this Agreement, Company shall give notice of the violation to the Boat Owner in writing. Such notice shall state the nature of such violation and refer to the specific parts of the Agreement, Rules and Regulations, or other law or regulation violated if said violation is not cured within fifteen (15) days. Company may enforce this Agreement through any of the remedial provisions contained herein in addition to enforcement by its Manager or any other legal or equitable remedies available to it at law or in equity. The Company shall be entitled to recover all expenses, costs and attorney's fees incurred by it in order to enforce this Agreement. These fees and costs are recoverable in all proceedings, including fees incurred in administrative, bankruptcy and appellate proceedings.

**WAIVER:** The waiver of the Company for a verbal declaration of liability under any conditions of this Agreement shall not be construed as a waiver of any subsequent conditions or default of any other terms of this Agreement.

**ADMIRALTY AND MARITIME DOCK AND DRY STORAGE AGREEMENT:** This is an Admiralty and Maritime Dock and Dry Storage Rental Agreement under the General Maritime Laws, Statutes, and Code of the United States of America. Therefore, this Agreement does not nor shall it be construed to create a tenancy under Chapter 83, Pennsylvania Statutes.

**SEVERE WEATHER AND OTHER EMERGENCIES:** Company expects Boat Owner to have made suitable arrangements for safe sheltered anchorage during severe weather including but not limited to tropical storms or hurricanes and boat owner warrants such arrangements have or will be made. Boat Owner may not assume that Company's premises will be safe, sheltered anchorage during such period. In the event of impending severe weather or an emergency, Company or its Manager, in its sole discretion, reserves the right to move or evacuate the Boat or take such other actions as Company deems appropriate at Boat Owner's sole risk and expense.

**UNDERTAKING TO MOVE OR EVACUATE THE BOAT SHALL NOT BE DEEMED AN ASSUMPTION OF RESPONSIBILITY FOR THE SAFETY, SECURITY, AND CARE OF THE BOAT BY COMPANY. COMPANY SHALL NOT BE DEEMED A BAILEE OF THE BOAT.** Boat Owner agrees to reimburse Company for any and all costs it incurs on Boat Owner's behalf in emergency situations.

*NOTICE:* Provisions in this Agreement providing for notice by First Class Mail shall be satisfied if the notice is returned and said notice is posted on Boat Owner's boat.

**CONDITION OF THE BOAT:** Boat Owner warrants and represents that at all times during the term of this Agreement, the Boat shall be maintained in a safe and seaworthy condition by Boat Owner and shall be operated in a careful and safe manner so as not to cause damage to Company's facilities, or to any other property, vessels or persons. At all times, the Boat will be equipped with a fully functioning battery turn-off switch. In the event that Boat Owner or other authorized person is unavailable, or is available but refuses to act, and if the Boat is in danger of sinking, becoming a fire, explosion or pollution hazard, or causing damage to Company's facilities or to any other property or person by reason of any unsafe or un-seaworthy condition of the Boat or otherwise, Boat Owner authorizes Company or its Manager to take appropriate actions as Company shall determine in its sole discretion, including without limitation, making repairs to the Boat or removing the Boat from the Marina, at Boat Owner's sole risk and expense, to abate, mitigate, and otherwise deal with the apparent danger and hazards. Boat Owner agrees to be bound by Company's actions and to be fully and solely responsible for all expenses and liability incurred thereof.

BOAT OWNER AGREES FURTHER THAT COMPANY OR ITS MANAGER SHALL HAVE THE AUTHORITY, PURSUANT TO THIS PARAGRAPH, TO DO ALL THINGS AND TO TAKE ALL STEPS NECESSARY TO REDUCE THE HAZARDS AND DANGERS THAT IN COMPANY'S JUDGMENT APPEAR TO BE PRESENT OR FORESEEABLE. NOTWITHSTANDING THE ABOVE, NOTHING HEREIN SHALL BE CONSTRUED TO CREATE ANY DUTY, OBLIGATION OR RESPONSIBILITY ON THE PART OF COMPANY TO ACT IN SUCH CIRCUMSTANCES AND NOTHING HEREIN SHALL BE CONSTRUED TO CREATE ANY LIABILITY ON THE PART OF COMPANY FOR FAILING TO ACT IN SUCH CIRCUMSTANCES.

**SECURITY OF THE BOAT:** Company or its Manager assumes no responsibility for and shall not be liable for the care, protection and security of the Boat. Use of the Boat Slip or any other Marina facilities is at the sole risk of Boat Owner. Boat Owner acknowledges and agrees that Company shall not be liable to Boat Owner by reason of any intrusion, theft, vandalism, arson or other criminal acts of any kind or degree on or about the Boat whether on land or by water.

**HOLDOVER:** In the event Boat Owner remains in occupancy of a boat slip or storage area beyond the expiration or earlier termination or cancellation of this Agreement, Boat Owner shall be liable to Company as damages, in addition to all other charges due under this Agreement, a daily charge equal to two times the fee payable to Company pursuant to the then current Marina Rate Schedule.

**MISCELLANEOUS:** Where required by the context of this Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall include any other appropriate genders. Which party prepared or was responsible for preparing this Agreement shall have no bearing on its construction. This Agreement, including the Marina Rate Schedule and Rules and Regulations constitutes the entire agreement between the parties.

**EMERGENCIES:** Boat Owner hereby authorizes the Marina Management to move the above-described boat or take whatever action is deemed appropriate by the Company as may be required in an emergency situation, or to avoid loss or damage to Company property or the property of others.

**NOTICE:** Provisions in this Agreement providing for notice by First Class Mail shall be satisfied if the notice is returned and said notice is posted on the Boat Owner's boat. In witness of this Agreement, the parties have signed it below on the dates set forth below their respective signatures.

**SUCCESSORS AND ASSIGNS:** This agreement shall be binding upon the parties, their heirs, successors and assigns, and may be changed only by a written instrument signed by the parties (not orally).

**LOCK WALL LLC d/b/a LOCK WALL ONE MARINA (“Company”)**

By \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
BOAT OWNER OR AGENT

Date \_\_\_\_\_

\_\_\_\_\_  
BOAT OWNER OR AGENT

Date \_\_\_\_\_

**LOCK WALL ONE MARINA**  
**LOCK WALL LLC, Company or Marina (Lessor)**  
**BOAT OWNER OR OWNER (Lessee)**

**MARINA RULES AND REGULATIONS**

**A. DOCKAGE CHARGES AND USE**

1. All boats must be registered upon arrival and receive assignment to a berth or slip.
2. Boat Owner must provide a current federal documentation or state registration for all boats berthed in the Marina and be listed as a legal owner.
3. Except as defined in the attached Agreement, dockage charges will be calculated by multiplying the appropriate dockage rate by the measured length of the vessel or by the slip length, whichever is greater.
4. Boat Owners may not sublease or permit boats owned by others in their slip.
5. Boat slips may not be transferred to the new owner of the boat registered in this Agreement.
6. Boats berthed in the Marina and the Boat Slip occupied by the Boat must be kept in a safe, clean and attractive condition.
7. Repair and maintenance of dock facilities shall be performed by the Marina only. Alterations/additions to dock facilities must be approved by the Marina.
8. The extent of boat repairs and maintenance at dockside is at the discretion of the Marina. Repair projects must be authorized by the Marina prior to starting the work and major repairs are not permitted. There shall be no engine replacement or painting of boats in the Marina.
9. The Marina reserves the right to use any boat slips during the temporary absence of a boat without setoff against or credit to Boat Owner's Fee obligations under his or her Registration/Boat Dockage Agreement.
10. Watercraft shall not be used for commercial purposes from the Marina unless assigned to or occupying, while so engaged, a slip designated for commercial use.
11. Owner agrees to comply with City ordinances and State and Federal law and regulations concerning the stowage and disposal of human waste. All holding tank valves shall be set to direct waste water into an on-board holding tank. The valve directing waste into the holding tank shall be secured to prevent over-board discharged into Marina waters.
12. Transfer, changing, or moving of vessels between slips is not allowed except by prior written concurrence of Marina. To assure slip availability upon return, Owner agrees to notify Marina in writing, before departure, of the date and expected time of return and to confirm 48 hours prior to return.

13. Marina reserves the right to terminate any agreement for berthing facilities or move a vessel without notice.
14. Only vessels in good and seaworthy condition will be admitted. All vessel owners or captains must report, by radio, or in person, to the Company upon arrival for registration and slip assignment.
15. Owner's vessel shall be registered or documented, marked and maintained as required by law and safe practices.
16. Owner's vessel shall be subject to an initial and subsequent inspections by Marina or other appropriate agencies to ascertain the maintenance of proper health and safety conditions and appearance, including but not limited to: operational engine(s); size, condition, number and length of dock lines; cleats; adequate tendering to protect Marina's docks; condition and appearance of exterior portion of vessel; odor; condition of bilges and bilge pump(s), condition of fuel tanks, marina head facilities and plumbing, etc.
17. All vessels must have adequate electrical or mechanical, permanently installed bilge pumps in constant state of readiness. Switches should be labeled and placed where they can be readily seen, preferably near the helm.
18. Marina will attempt to honor Owner's preference for slip assignment consistent with Marina's need to match vessels to slips of an appropriate size. Owner agrees to move, at Marina's request, his/her other vessel to a slip with similar services.
19. Boat Owners leaving for an extended cruise (more than 72 hours) will so notify the Company. The Marina management reserves the right to rent all boat slips when so vacant without setoff against or credit to Boat Owner's Fee obligations under his or her Registration/Boat Dockage Agreement.
20. Written approval is required from the Company for "Transient Dockers." For overnight dock users only ("Transient Dockers") dockage day starts at 2:00 p.m. Any vessel docked prior to 7:00 a.m. will be charged dockage for the previous day. Check out time shall be 11:00 a.m. Any vessel that occupies a boat slip after 12:00 a.m. shall be charged for the following day. The minimum rate shall be \$1.75 per foot per day with a minimum docking fee of one (1) full day.
21. Owner or his/her representative remains responsible for the operation and berthing of his/her vessel within the approach channel and waters of the Marina. When Owner's vessel enters the Port, it immediately comes under the jurisdiction of Marina and shall be berthed only where ordered. Vessels entering or leaving the Port under emergency shall be reported immediately by Owner to the Marina using a cellular phone or best means available.
22. Except in an emergency, when entering and leaving, the Owner's vessel must be under power only, not under sail or combined sail and power, and operated at speeds consistent with local and state boating laws.

23. Owner agrees to operate his vessel in waters of the Port without creating a disturbing wake. Owner creating a disturbing wake is responsible for resulting injury to people and damage to other boats and Marina's docks and facilities.

24. As an additional remedy for enforcement of rents, Owner hereby authorizes Marina to sell the vessel at a non-judicial sale in the event of non-payment of rent and service fees for a period of six months in accordance with the provisions of Section xxxxx, Pennsylvania Statutes.

25. Small craft belonging to Owner's vessel and normally capable of stowage aboard are considered tenders or skiffs and shall be stored on board larger vessels when possible and in any event shall be secured within the leased space of the assigned slip, but not on the dock or finger pier.

## **B. CONDUCT**

1. All artificial noise making devices, including, but not limited to: bird callers, squawkers, and deterrents must be approved by the Marina. Marina may grant or deny in its sole and absolute discretion. If not approved, the artificial noise maker(s) must be removed or deactivated.

2. Boat Owners, their Crew and Guests are cautioned to be considerate of others. Behavior or conduct that the Marina in its sole and absolute discretion determines might injure another party, cause damage to property or disturb other tenants may lead to termination of this Agreement by the Marina.

3. Owner and Owner's guest, for whom he/she is responsible, agrees to conduct him/herself at all times while at the Marina so as to create no annoyance, hazard or nuisance to the Marina or to other vessels or Marina patrons and guests.

4. Owner and Owner's guest will keep noise to a minimum at all times, and will use discretion in operating engines, generators, radios and television sets. Power tools may be used only when such use does not constitute a nuisance. Any work or other activities that are a nuisance to others will not be permitted.

5. Boats shall conform to all federal and state regulations concerning boat safety devices and equipment.

6. Notices or signs are not permitted to be displayed on Marina dock areas, buildings or grounds without Marina approval.

7. Birds or animals will not be fed from boats or Marina dock areas.

8. Fishing and netting are prohibited from anywhere in Marina dock areas. Use of harpoons or spears is prohibited in the Marina.

9. Recreational swimming is prohibited anywhere in or around the waters of the Marina. Small boats or dinghies are not permitted to be stored or operated under Marina dock areas.

10. Boat Owners are required to maintain mooring lines and bilge pumps in good working condition at all times. In the event of a significant storm for which Boat Owner has failed, in the Company's reasonable judgment, to take reasonable safety precautions, the Company reserves the right, to be exercised in its sole and absolute discretion, to take reasonable safety precautions for the Boat Owner. However, **THE COMPANY SHALL NOT BE LIABLE FOR THE EXERCISE OR NON-EXERCISE OF ITS OPTION OR ANY DAMAGES CAUSED THEREBY, INCLUDING, BUT NOT LIMITED TO DAMAGES CAUSED BY THE NEGLIGENCE OF THE COMPANY.**

11. The local leash law applies to all Marina docks and upland areas. Pets are permitted at the Marina only if they are not a nuisance. Owners are responsible for actions of their pets. Boat Owner's Registration/Boat Dockage Agreement may be terminated by Marina if Owner's pet, or the pet of Owner's guest, creates a nuisance. Examples of nuisance behavior include but are not limited to: toileting on Marina property or on the property of others, (unless Owner removes all traces of waste material and disposes of them in a closed container placed in a trash receptacle); noise, threatening demeanor, running at large (not on a leash). Pets may not be tied on docks, walks or land.

12. Rigging shall be secured to prevent undue noise.

13. Owner agrees to hang no laundry, towels, bathing suits or other items above decks on his/her vessel or on docks and finger piers of Marina.

14. Security gates are to be kept closed and locked at all times.

15. Firearms, loaded or unloaded, will not be displayed topside or on Marina property.

16. Bicycle, motorcycle, motor bike, moped and motor scooter riding, skating and skate boarding on the docks is prohibited.

17. Motorcycles, motorbikes, mopeds and motor scooters may not be stored on the docks.

18. Marina and Owner and Owner's guest alone may use provided amenities, except for those facilities posted otherwise.

19. Possession of contraband and prohibited items are substances, including but not limited to fireworks, illegal drugs and narcotics, unlicensed weapons which require a license, unlawful weapons and loaded firearms is prohibited. Marina has a policy of cooperation with local, state and federal agencies, including the U.S. Coast Guard in the execution of its "Zero Tolerance" responsibilities and will grant such agencies access to the facilities of the Marina for lawful pursuit of their enforcement responsibilities. The arrest of Owner or Owner's guest or crew by any agency for a suspected offense covered by this provision may result in termination of the Registration/Boat Dockage Agreement prior to final legal disposition.

### **C. CONTRACTORS**

1. Owner agrees to only use contractors or service personnel who register at the Company's Office and produce proof of insurance and license prior to working on any vessel in the marina.

**D. FIRES, FUELING, AND DANGEROUS CONDITIONS**

1. The use of charcoal burners, gas welders, gas torches or any open flame-producing equipment is prohibited. Cooking aboard vessel is permitted if alcohol, electric, propane or CNG gas stoves are used, unless otherwise prohibited by such authority as fire regulations or the U.S. Coast Guard.
2. The fueling of vessels is not permitted only at the Marina docks. No fuel will be stored, pumped or transferred from boats to containers on dock areas.

**E. INSURANCE**

1. Owner agrees to have his/her vessel insured by liability insurance and to be held responsible for damage caused to other vessels in the marina or to the structures thereof. Marina assumes no responsibility for the safety of any vessel docked at the marina and will not be liable for fire, theft, or damage to said vessel, its equipment or any property in or on said vessel, however rising. Owner acknowledges that he/she has been advised that the Marina makes no representation or warranty offers Owner or Owner's vessel a safe berth, or that Marina offers the safest available refuge. Owner and his/her vessel are fully responsible for all of the consequences of the vessel's continuing presence in the Marina as set forth in this Agreement. Owner agrees to hold Marina harmless in the event claims for damage to other persons or property arise from the presence of Owner's vessel in Marina. Owner has produced evidence of, or has covenanted and agreed that he/she has in full force and effect, and Marina has relied upon. The Marina's Liability Insurance Policy requires all contractors working on boats at these facilities to be licensed and properly insured. Boat Owners are not permitted to provide access to private contractors that do not meet these requirements.

**F. PARKING**

1. All motor vehicles and trailers parked in designated areas must meet current State Motor Vehicle registration requirements, present a good appearance, and be in serviceable condition. This Agreement confers no right to park cars, trucks, motor homes, travel trailers, boats, water-sports equipment and boat trailers on Marina property or on the lot above Marina property at 23<sup>rd</sup> Street and Smallman Street.

**G. STORAGE ON DOCKS**

1. Owner will not place dinghies, small craft, supplies, materials, accessories or debris on walkways or finger piers, and will not construct thereon any locker, chest cabinets or similar structures. Boarding steps approved by Marina may be placed on the leased finger pier adjacent to Owner's vessel in a manner that will not impede use of the finger pier by others. In no case will Owner or Owner's contractor store containers of gasoline, diesel fuel or other petroleum products or hazardous materials on docks or in dock boxes. Such materials, if found unattended, may be removed and disposed of by the Marina at Owner's expense. No storage shall be permitted on Marina land or immediate areas.
2. Dock boxes may be furnished by the Marina, and Boat Owners shall not be permitted to install or retain their own unless written permission is given by the Company.

## **H. ELECTRICITY**

1. The Company, at its sole discretion, will provide limited access to power and water utilities, and the lack thereof shall not be part of this agreement.
2. Owner may use his/her own satellite dish, so long as it is mounted on Owner's vessel.
3. Owners using electricity will be billed, and will pay in advance, for electricity at the rate established for the power by the utility company. If Owner's vessel is found at any time to be connected to Marina's electric service for which he/she has not paid in advance at the appropriate rate, Owner will be charged in arrears for the entire month at the next billing. If actual service hook-up is noted to be at a higher-than-contracted amperage/voltage rate, at any time during the month (eg. 50 amp/208 volt service hook-up vs. 30/110 contracted), the higher rate will be charged for the entire current month and for subsequent months so long as the hook-up to the higher service continues. Such charges at the higher rate will be the monthly charge, not pro-rated.
4. UL-approved cords required. Owner will connect to Marina power outlets only with serviceable, UL-approved power cords designed specifically for marine use and rated for the electrical service to which connected. The Marina will remove any unauthorized or unserviceable power cords, and Marina will not be responsible for any consequences of such removal. Plugs must have integral weather proof covers in serviceable condition.
5. Alteration of electric supply system prohibited. No addition, alteration or modification shall be made to the electrical supply system furnished by Marina. Marina shall not be responsible for electrical interruption or power surges, or the results or damage there from.
6. Boat Owners must use marine grade shore power cords for electrical service connections at Marina utility centers. Both water hoses and power cords shall not run across Marina dock areas.

## **I. WATER**

1. Marina provides fresh water on a limited basis and at the Marina's sole discretion, but prohibits use of fresh water to cool air-conditioners and other equipment or to cool the skin of the vessel.
2. Owner agrees to disconnect all water hoses when he/she will be absent from the boat. Marina may disconnect Owner's water hose at the dock in Owner's absence and Marina will not be responsible for any consequences of such action.
3. Owner agrees to use a shut-off nozzle to conserve water when washing his/her vessel.
4. Owner's vessel must have adequate and permanently installed electrical or mechanical bilge pumps in a constant state of readiness and in good working order. Electrical bilge pumps operated by power from Marina must also be connected to a charged and functional DC storage battery system to provide emergency power in case of shore-power failure. Marina is not responsible for damages or loss resulting from power failure.

**J. WASTE DISPOSAL**

1. Owner will ensure that all trash and garbage is placed into receptacles provided. No toxic, chemical, paint or other hazardous or "oversized" garbage is permitted.
2. The use of soaps or dispersants to emulsify any petroleum discharge is unlawful.
3. Charges associated with damage and prevention of damage caused by a discharge, and with cleaning up and disposing of contaminated materials following such discharge, will be billed to owner if Owner's vessel or action caused or may cause contamination of Marina waters or the waters of the State beyond or inside the confines of the Marina.
4. Fish remains must be disposed of properly in the dumpster in the outer parking lot or in offshore waters in accordance with federal and state regulations.
5. Gasoline may not be placed in the recycling container. Owner is responsible for proper disposal of gasoline or gasoline contaminated bilge water and other hazardous materials and agrees not to place them in the Marina trash containers or oil recycling igloos.
6. The discharge of raw sewage and any other water contaminated by oil, fuel or other regulated materials is strictly prohibited and Boat Owner shall be liable for any such discharge. All permanently installed sewage systems must meet current federal and state regulations, or must be locked off while the vessel is docked. Boat Owners must place all trash and garbage in the commercial containers located at the Marina.

**K. VIOLATIONS**

1. Violations of the above Rules and Regulations, disorder, degradation or indecorous conduct by Owner, his/her crew, agents or guest that might annoy or injure others persons, or cause damage to property shall be cause for immediate removal of the vessel in question and termination of any lease agreement at the discretion of the Marina. Violations of any City, County, State or Federal laws shall be cause for termination of any lease agreement immediately and cause exclusion of Owner and his/her vessel from the Marina.

**L. OTHER CONDITIONS (To be filled in as necessary).**

**LOCK WALL LLC d/b/a LOCK WALL ONE MARINA (Company)**

By \_\_\_\_\_ Date \_\_\_\_\_  
Robert L. Beynon, Managing Member

\_\_\_\_\_ Date \_\_\_\_\_  
BOAT OWNER OR AGENT

\_\_\_\_\_ Date \_\_\_\_\_  
BOAT OWNER OR AGENT