

Beech Mountain Lakes Association
Miscellaneous Documents

MD020: Boat Slip Rental Agreement

Effective _____, 20__

This Boat Slip Rental Agreement is entered into on the above date by and between Beech Mountain Lakes Association (Owner) as owner of **Slip #** _____ with an address of 1 Burke Drive, Drums, Pennsylvania 18222 and _____ (Renter) with an address of _____ for the dockage of a _____ (year) _____ (ft) _____ (make boat), having the _____ (state) Registration number _____ and the BML Registration number _____. Renter warrants that it owns the above described vessel.

1. **Limit on Use.** This Agreement only applies to allow dockage of the described vessel. If Renter desires to dock a boat other than referenced above, Renter must complete a new agreement, be bound by the conditions of the new agreement, and pay additional charges arising there from.
2. **Term.** This Boat Slip Agreement is for the period of _____, 20__ through _____, 20__ inclusive, after which time, if not sooner terminated. It may be renewed at the then posted or negotiated rate for such additional period as the parties may both further agree in writing after payment of all the due fees and costs.
3. **Rents.** The rental rate shall be \$ _____ USD per calendar year. **All slip rentals must be paid within thirty (30) days of the date billed.** Dockage rental shall not be prorated upon arrival if before the first day of July. Dockage rental will not be prorated upon departure and any portion of a year shall constitute an agreement to rent for the entire year.
4. **Electrical Service.** Electric shall be included in the rental fee charged.
5. **Security Deposit.** Renter shall post a security deposit in the amount of **\$ 100.00 USD** upon execution of this agreement, which shall secure performance of this agreement, and may also be applied at the end of the rental period, or by any breach of this or any other agreement with the owner, or to pay any delinquency of or damage caused by the Renter or it's agents or the vessel while docked at Owner's Marina. Unused security deposit shall be returned to the Renter at the end of the term, or upon termination hereunder, after payment to the Slip owner of all rents and charges owed hereunder, and within 30days of such term expiration or termination.
6. **Termination.**
 - a. Termination by Renter. Renter shall give the Slip owner thirty (30) days written notice prior to departure.
 - b. Termination by Owner.
 - (i) **For cause.** Owner may terminate this agreement for cause if the Renter violates any terms or conditions of this agreement or its incorporated obligations. If the Renter violates any of the terms and conditions in this agreement, the Owner shall have the option of terminating this agreement upon the lesser of three (3)

days actual notice, or ten (10) days written notice to Renter posted onboard the vessel, without waiving any other rights herein under. Renter must remove their boat from the slip prior to the end of the notice period.

(ii) Not for cause. Owner retains the right to terminate this agreement without cause, at anytime, upon ten (10) days written notice to Renter. In such cases, any prepaid fees, charges, or expenses shall be prorated and any surplus returned to Renter, and Renter shall remove their boat by the termination date so noticed. Nothing in paragraph 6 shall waive any other right of owner under this agreement, at law, equity or admiralty.

C. Removal. If the renter fails to remove their boat and equipment from the rented slip before the termination or expiration of this agreement and after proper notice of same, the slip owner shall be entitled to:

- i. Remove the vessel and store or re-dock the vessel at any location in any commercially reasonable manner, all at the expense and on the account of Renter, and until all Renter's fees and charges are brought current;
- ii. Locking the vessel in place until all Renter's fees and charges are brought current;
- iii. Charge the Vessel the then current transient rate per day for so long as the vessel remains in the owners slip until all the Renters fees and charges are brought current;
- iv. Renewing the rental at the then-current rates for an additional time period as determined at the time of renewal.
- v. Exercise any other right the Slip owner shall have at law, admiralty or equity;
- vi. Any combination of any or all remedies set forth in paragraph 6.

7. **Default**. If Renter fails to timely make his rental payments, or is in any other materials default of this agreement, Owner shall have all remedies set forth in paragraph 6.c. above.

8. **Sublease**. Renter agrees not to transfer, sublet, assign, or permit the use of their slip by any other person or vessel than described above in section 1 (above) without the prior approval of BMLA.

9. **Removal of Vessel**. Renter shall not have the right to remove his boat from the rented slip or the location to which Owner has relocated the vessel hereinunder, until all costs and fees described in this agreement have been paid in full. Renter agrees that Owner may look to the credit of the vessel for unpaid rent, dockage and other services provided to the vessel, and Owner may use self help, the state, federal and maritime lien laws in pursuit of its rights to payment.

10. **Rules and Regulations**. Renter agrees to be bound by the current **Beech Mountain Lakes Association, Inc. Rules and Regulations – 001: Boating Rules**, adopted by the **BMLA Board of Directors** which is available to Renter through the Administration Office or on the BMLA Website (www.bmla.us). This includes the having the proper forms completed and on file in the Administration Office before the vessel arrives in the Marina. The **Boating Rules** may be lawfully changed from time to time by **BMLA**. It shall be the responsibility of Renter to abide by these **Rules**, and to keep him/herself apprised of the most current version of such **Rules**. In any explicit conflict between the **Rules** and this agreement, this agreement shall govern.

11. **Foul Weather.** Renter agrees that it is not relying in any way upon the skill or intervention of Owner or Marina to protect the vessel should foul or dangerous weather threaten to damage, or damage the vessel. Renter agrees to hold **BMLA**, it's contractor and Owner harmless, and to indemnify and defend them from any claims of any other owners of property or vessels at **BMLA'S** facility arising out of contact with Renters Vessel, and further agrees to be responsible to **BMLA** for damage to **BMLA's** facilities or property arising out of contact with Renter's Vessel or any fuel or appurtenance therefrom, including, without limitation, dock damage, environmental fines, and all other liabilities.

12. **Insurance Coverage.** Renter agrees to maintain insurance coverage in the amounts set forth in the **BMLA Rules and Regulations** for the entire time the vessel is in the Marina Facility and provide documentation of the same.

13. **Entire Agreement.** This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and it may not be amended except in writing signed by both parties hereto.

14. **Choice of Law and Forum.** Any dispute arising hereunder shall be governed by the laws of the **State of Pennsylvania** as supplemented by Federal Admiralty law, and any action to enforce this agreement must be brought exclusively in the courts of **Luzerne County, PA.**

15. **Severability.** In the event that any provision of this agreement should be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect.

16. **Binding Nature.** This agreement is binding upon and shall inure to the benefit of all parties hereto and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first set forth above.

RENTERS SIGNATURE: _____ *Date:* _____

OWNER SIGNATURE: _____ *Date:* _____

WITNESS: _____ *Date:* _____

(It is agreed by all parties that faxed signatures will be accepted by both parties.)