

BOAT SLIP RENTAL AGREEMENT

ON THIS THE _____ Day of _____ (month) _____ (year). This Boat Slip Rental Agreement is entered into on the above date by and between _____ as owner of Slip # _____ located at Harbour Village Marina, with an address of _____ and _____ as the Renter with an address of _____ for the dockage of a _____ (year) _____ (ft) _____ (make boat). HIN, Registration or Doc. # _____.

The Renter warrants that he or she owns the above described vessel.

1. **Limit on Use.** This Agreement only applies to allow only the 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: **(initial a or b below)**
 - a. The lease period of _____, 201__ thru _____, 201__ inclusive, after which time, if not sooner terminated. It will automatically renew at the same rate unless a 30 day written notice of termination is given. It may also 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 _____. **All slip rentals shall be paid in advance of the first day of the month that the rental applies.** Dockage rental will **not** be prorated upon arrival if after the first day of the arrival month. Dockage rental will **not** be prorated upon departure and any portion of a month shall constitute an agreement to rent for the entire month. The dockage and rent is earned when paid.
4. **Electrical Service.** Electric service shall be obtained in the following manner. **(Initial a. or b.)**
 - a. Electrical Service will be invoiced by HVMI, payable to HVMI and shall be provided by Slip Number. Renter shall be responsible to the slip owner for all charges related thereto. Non payment of which shall be a lien upon the vessel and owner of such. Renter must contact the Harbour Master at Harbour Village Marina, provide them with the Slip # _____, **and a Deposit of \$100.00 (payable to HVMI)** to establish service, and agrees to indemnify and defend the Harbour Village Marina Inc. from any unpaid charges related to such Slip. Renter must complete an Electricity Use and Invoicing Form to obtain Electricity.
 - b. Electric shall be included in the rental fee charged.
5. **Security Deposit.** Renter shall post a required security deposit in the amount of \$ _____ USD equal to (1) month rent upon execution of this agreement, which shall secure performance of this agreement, and may not be applied at the end of the rental period. It may be applied for any breach of this or any other agreement with the owner, or to pay any delinquency of or damage caused by the Renter or its agents or the vessel while docked at Harbour Village 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 30 days of such term expiration or termination.
6. **Termination.**
 - a. Termination by request of the Renter. The Renter shall be responsible for the entire terms of the lease on any lease of six months or greater, unless otherwise released by the Slip Owner in writing upon request by the Renter and granted by the Slip Owner. The Slip Owner is not required to grant such early termination. Any discount for long term lease shall be revoked and the full amount of the lease rate shall apply.
 - b. The Renter shall give the Slip owner and Harbour Village Marina thirty (30) days written notice prior to departure on any month to month lease, except in a case where the Renter intends to stay less than 30 days, in which case termination notice must be given upon arrival. Failure to do so will result in the slip owner having the option of renewal of the rental agreement for an additional thirty (30) days on the same terms as the month preceding such notice, for which the Renter is fully responsible.
 - c. Termination by Slip Owner.
 - (i) **For cause.** The slip 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 Slip 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.** The Slip owner retains the right to terminate this agreement without cause, at anytime, upon ten (10) days written notice to the Renter. In such cases, any prepaid fees, charges, or expenses shall be prorated and any surplus returned to the Renter, and Renter shall remove their boat by the termination date so noticed. Nothing in this paragraph 6 shall waive any other right of the slip 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 the Renter, and until all the Renter's fees and charges are brought current;
 - ii. Locking the vessel in place until all the 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 this paragraph 6.
- 7. **Default.** If the Renter fails to timely make his rental payments, or is in any other materials default of this agreement, the Slip 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. The marina reserves the right to use any empty slip for use during any Marina Repairs.
- 9. **Removal of Vessel.** Renter shall not have the right to remove his boat from the rented slip or the location to which the Slip owner has relocated the vessel herein under, until all costs and fees described in this agreement have been paid in full. Renter agrees that the Slip owner may look to the credit of the vessel for unpaid rent, dockage and other services provided to the vessel, and the Slip 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 **Harbour Village Marina Inc. Rules and Regulations** adopted by the **HVMI Board of Directors** which is available to the Renter through the Marina Office or at the Marina Web Site. This includes having the proper forms completed and on file in the Marina Office before the vessel arrives in the Marina. Said **Rules and Regulations** may be lawfully changed from time to time by **HVMI**. It shall be the responsibility of the Renter to abide by these **Rules and Regulations**, and to keep himself apprised of the most current permutation of such **Rules and Regulations**. In any explicit conflict between the **Rules and Regulations** 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 the Slip owner or Marina to protect the vessel should foul or dangerous weather threaten to damage, or damage the vessel. Renter agrees to follow **HVMI Rules and Regulations** regarding the proper filing of a Named Storm Plan Form and agrees to abide by the Rules and Regulations as set forth regarding Named Storms. The Renter agrees to hold **HVMI, it's contractor** and the Slip owner harmless, indemnify and defend them from any claims of any other owners of property or vessels at the **HVMI'S** facility arising out of contact with the Renters Vessel, and further agrees to be responsible to **HVMI** for damage to **HVMI's** facilities or property arising out of contact with Renter's Vessel or any fuel or appurtenance there from, including, without limitation, dock damage, environmental fines, and all other liabilities.
- 12. **Insurance Coverage.** The Renter agrees to maintain insurance coverage in the amounts set forth in the HVMI Rules and Regulations for the entire time the vessel is in the Marina Facility and document 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 North Carolina** as supplemented by Federal Admiralty law, and any action to enforce this agreement must be brought exclusively in the courts of **New Hanover County, N.C.**
- 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.

RENTER SIGNATURE: _____ **Date:** _____ **Witness** _____

SLIP OWNER (or Agent For) SIGNATURE: _____ **Date:** _____

WITNESS: _____ **Date:** _____

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