



HARBOUR VILLAGE MARINA, INC.

P.O. Box 993
Hampstead, North Carolina 28443
www.harbourvillagemarina.com



MAINTENANCE PERMIT AND HOLD HARMLESS AGREEMENT

This Maintenance Permit ("Permit") is executed by and between Harbour Village Marina Inc., a North Carolina Corporation with an address at 176 Harbour Village Dr. Hampstead NC 28443 Grantor")_and_____, a North Carolina _____ with an address _____ and principal place of business at _____ ("Grantee"), with the express agreement to the terms below of _____, a slip holder and/or lessee of Slip # _____ at Harbour Village Marina ("Holder"). (Grantor, Holder and Grantee herein the "Parties.")

Whereas, Grantor owns and has rights in certain property and riparian and/or littoral rights over submerged land delineated by quay walls as the Harbour Village Marina and related rights to operate a commercial marina in the Navigable Waters of the United States and State Waters of North Carolina adjacent thereto (the "Marina"), and

Whereas, Grantee provides diving and hull cleaning services to its customer (the Services); and

Whereas, Grantee holds itself out as having expertise in such hull cleaning, familiarity with and ability to comply with the best practices of the Clean Marina Program, laws, rules and regulations governing the safe conduct of the Services, including also the environmental laws and waste discharge laws and regulations, such as, inter alia, the Clean Water Act (altogether, the "Environmental Laws"), and

Whereas, Grantee represents that is it insured against claims and liability under such Environmental Laws arising from the Services; and Environmental Laws, including, without limitation, those described above, such as the Clean Marina Best Practices Program requirements, to include, without limitation, that:
(continued on the next page)

1. No underwater bottom cleaning, hull scraping, or any in-water process that removes paint from the boat bottoms may be performed that would violate N.C.G.S. 143-215.1 (a)(6) which states that *no person shall cause or permit any waste, directly or indirectly, to be discharged to waters of the State (above or below ground) in violation of water quality standards.* bb

2. Painted bottoms may be cleaned only with soft cloths or a fleece mitt.
3. Small barnacles may be removed, but only with minimal disturbance to the underlying paint.
4. Cleaning must be gently performed to avoid creating a plume or cloud of paint in the water.
5. There shall be no cleaning of boat hulls that have been coated with anti-fouling paint within the last 90 days.

The foregoing is a non-exhaustive list.

Grantee warrants that it is insured against environmental and pollution risks of the type foreseeable in the course of conducting the Services in the Marina, in the amount of at least \$500,000, and shall add and ensure that Grantor is an insured under its policy, which it shall present to Grantor prior to beginning work. This Permit and such insurance must be presented before beginning any work.

Grantee and Holder hereby agree to hold harmless, defend and indemnify Grantor against any claims, fines, penalties, suits or damages arising from its acts, omissions and performance of the Services hereunder, and against any of its or their activities in the Marina or on Grantor's property.

This permit is not transferrable, devisable or assignable to any person or entity, directly or indirectly, by operation of law, or by grant, consent or otherwise. Further, this permit shall expire, if not earlier terminated as set forth herein, on one-year anniversary hereof, if not earlier terminated.

Grantee and Holder shall immediately respond to all complaints by the Grantor's Harbour Master and any member of the Grantor's Board of Directors.

This permit is revocable at will by the Grantor by giving oral or written notice to Grantee or Holder. Other than a revocation by Grantor, the terms of this Permit may not be amended except in a writing signed by all parties hereto. This permit is non-assignable and non-transferrable.

GRANTOR

By: _____

Date: _____

Rick Tunner, President

GRANTEE

By: _____

Its: _____

Date: _____

HOLDER

Date: _____