

SOUTH DOWN BOAT CLUB

LESSEE RULES AND REGULATIONS

1. The parties hereto agree that this rental agreement and the duties and obligations of all parties are further subject to the Declaration of Covenants, Restrictions and Easements of South Down Farm and all Amendments thereto.
2. Lessor may refuse to rent dock space to any person for any reason.
3. All dock space rent shall be payable in advance.
4. Lessee agrees not to sell, transfer, assign or permit the use of his/her assigned dock, storage or mooring space.
5. If Lessee desires to dock a boat other than the craft referenced on page 1 of this Agreement, he/she must obtain the written permission of Lessor and pay any additional charges as may be determined by Lessor.
6. Only those persons specified on page 1 of this Agreement shall be permitted to operate the boat in the marina.
7. Lessee agrees not to hold Lessor liable for any loss or damage incurred as outlined in the Waiver signed by users of the facility.
8. Lessor does not guarantee that electrical service shall be continuous. Lessee shall not use the marina's electrical outlets to operate power tools, equipment, machinery, etc. unless written permission has been given by Lessor.
9. Use of any open fires, flame devices, toxic chemicals or any other hazardous equipment or supplies in the dock area is prohibited.
10. The Lessee shall use the docks and attached facilities for reasonable and typical boating activities. Lessee shall keep the dock area clear of all gear, tackle and other obstructions. Lessee agrees not to dispose of waste or trash, including treated or untreated sewerage from heads or holding tanks in the mooring or docking area. Lessor shall not permit Lessee to cause damage to the docking facility through the excessive wear and tear, create any unnecessary disturbances or nuisance, or store rubbish on the docking facilities. Further, Lessee agrees to honor all rules and regulations for waterfront usage as more specifically set forth in Declaration of Covenants, Restrictions and Easements as relates to waterfront activities, a copy of which is attached and made a part hereof by reference.
11. Lessee may work on his/her boat in the marina so long as such work does not interfere with the rights of other boaters in or the daily operation of the marina. If Lessee wishes to have someone other than himself or an employee work on his boat in the marina, prior written approval must be obtained from Lessor. Such approval will be granted upon the assent of the Lessor upon the Lessor being provided evidence of standard certificate of workman's compensation and liability insurance coverage. And further Lessor may establish rules and regulations effecting the repair of motors and boats as to time of day and as to time compatibility of repairs to the daily operation of the marine.
12. If Lessee violates any of the terms and conditions contained in this Agreement or those posted in the marina office, Lessor shall have the option of terminating this Agreement upon ten (10) days written notice to Lessee. Lessee must remove his/her boat from the marina prior to the end of the ten (10) day period.
13. Lessor shall have statutory maritime liens (State and Federal) upon the boat, motor and attached equipment to secure any and all services and materials supplied to Lessee by Lessor during the Term of this Agreement.

14. Lessee shall not remove his/her boat from the rented dock space until all charges secured by the liens described in paragraph 13 have been paid in full.
15. Lessee agrees to reimburse Lessor for reasonable attorney fees and costs relating to a suit or other collection efforts by Lessor against Lessee to collect any amounts due under this Agreement of any amounts due and secured by the liens described in paragraph 13 of this Agreement.
16. If Lessee fails to remove in a timely manner his/her boat and equipment from the rented dock space at the termination of this Agreement, Lessor shall have the option of:
 - a. Charging Lessee daily rent of \$50 per day on a pro rata basis for the dock space occupied, or
 - b. Taking possession of the boat and equipment and locking it to the dock space occupied, or
 - c. Moving the boat and equipment to another location, or
 - d. Pursuing any other remedy available under law.
17. **INSURANCE** - Lessee agrees to have the watercraft covered by a full marine insurance package (personal property and hull coverage as well as indemnity and liability coverage). Lessee agrees to release and discharge Lessor from any and all responsibility or liability for injury (including death), loss, or damage to persons or property in connection with Lessor's docking facility or marina. This release and discharge shall cover without limitation any loss or damage resulting from vandalism, theft, fire, hail, high/low water, wind, collision, ice, rain or any other act of God. Lessee to provide a Certificate of Insurance showing a minimum of \$300,000 liability and naming the South Down Boat Club as the Certificate Holder.
18. If Lessee fails to make his/her dock space rental payments, Lessor may use either of the remedies set forth in Paragraph 16 (operate, c or d). If Lessor chooses the remedy in Paragraph 16 (c), Lessor may rent the space to another Lessee.
19. Lessee shall deliver to Lessor duplicates of all keys required to access and operate his/her boat. Lessor shall enter Lessee's boat only for periodic inspection or in the event of emergency.
20. Lessee shall use said boat for pleasure and recreation only and no commercial venture of any kind shall be undertaken from the marina.
21. Boats at the dock shall not be occupied overnight.
22. All row boats and dinghies must be stored on board any boat at night and are left in the water at boat owner's risk and liability.
23. Lessor reserves the right to remove tenant's boat whenever Lessor deems it necessary for safety and/or maintenance of the boat club. Nevertheless, this shall not create a duty on the part of Lessor to render this service.
24. Lessee shall indemnify and hold Lessor safe and harmless from any and all liability, injury, loss or damage caused or resulting to Lessee's boat due to any emergency situation.
25. Lessee agrees to pay all other charges for launching, handling or storage at such times as are set by Lessor.

I have read the above rules and regulations and agree to abide by them.

Date

Principal Lessee