



SLIP LICENSE AGREEMENT

1. **LICENSE.** Marina (also "Licensor") hereby grants a License to Boat Owner (also "Licensee") for the use of the slip designated at Page 2 (Payment Schedule & Credit Card Processing Form) (the "Slip"), which is hereby incorporated and made part of this Slip License Agreement, located at the Marina for the Boat described above, including all riggings, engines, appurtenances and contents (the "Boat"). This Agreement confers no leasehold interest. Marina reserves the right to change the Slip assignment or move the Boat for safekeeping, normal Marina operations or repairs, best utilization of marina resources, or for special events. The term "Boat Owner" shall be deemed to include the Boat, as Licensee, where appropriate.
2. (a) **TERM.** The term of this Agreement shall begin on the Commencement Date and end on the Expiration Date, as indicated on the *Payment Schedule & Credit Card Processing Form* of this Agreement, unless otherwise modified in writing by the Parties.

(b) **HOLDING OVER.** If the Boat remains at the Slip following expiration or other termination of this Agreement, and without otherwise limiting the rights of Marina hereunder, Boat Owner shall be deemed to be occupying the Slip for purposes of expected compliance with this Agreement, including all costs due hereunder. HOWEVER, the transient dockage fee (\$1.50 per foot per day) shall apply and Boat Owner shall pay Marina the then applicable daily rate of transient dockage for each day the Boat continues to be moored at the Slip. Without limiting or waiving any of its other rights under this Agreement, Marina may also, at its sole discretion, terminate utility services or chain the Boat. Marina may also elect to remove the Boat from the Slip, at Boat Owner's expense, to any location selected by Marina. In the case of such removal, Marina shall bear no liability for any loss, damage or injury resulting from the removal.
3. **PAYMENT OF DOCKAGE FEES AND OTHER CHARGES.** The Dockage Fee is indicated on *Payment Schedule & Credit Card Processing Form* of this License Agreement, and is **due and payable on or before the 1st of each month** WITHOUT demand. Dockage Fees not received by the due date will automatically be in default under this License Agreement. License Agreements in default are, without notice to boater, subject to Transient Rates until such time as the default is cured. No refund of prepaid Dockage Fees will be made. All charges must be paid in full before Boat Owner may remove the Boat from the Marina. All other charges (utilities, pump outs, etc.) will be billed monthly and are due upon receipt of invoice. Charges not paid within ten (10) days from the date of invoice are deemed past due. Outstanding past due amounts are subject to interest at a rate of 1.5% per month, or the maximum allowable by law. Boats are subject to being secured in place in the event that the outstanding charges are more than 30 days past due.
4. **SECURITY DEPOSITS.** Before the Boat may be docked at Marina, Boat Owners who elect the monthly payment option shall pay to Marina a security deposit to secure the performance of all of Boat Owner's obligations under this Agreement, which shall not be in lieu of any Dockage Fee. In addition, certain other deposits may be required, as indicated on *Payment Schedule & Credit Card Processing Form*. All such deposits are referred to as the "Deposits." The Deposits (without interest) shall be refundable to Boat Owner within 30 days of termination of this Agreement, provided all the obligations of Boat Owner under this Agreement are satisfied. Marina may commingle the Deposits with other funds held by Marina. If Boat Owner incurs charges in excess of the Deposits, any excess is due and payable upon written demand by Marina and Marina will have the right to require an additional deposit. Boat Owner's failure to post an additional deposit is an event of default under

this Agreement which entitles Marina to, among Marina's other default remedies, immediately terminate this Agreement.

5. **UTILITIES.** At Boat Owner's request, and subject to the payment of a utility deposit and payment of monthly utility charges, Marina shall make available during the term of this Agreement, to Boat Owner at the Slip, electrical power, water and such other utility services then available at the Marina generally. The Slip will be metered for electricity and charges for electricity will be billed monthly. If payment for utility charges is not received by the Marina by the tenth (10th) of the month, a late payment charge will be added to Boat Owner's next monthly statement equal to 1½% of the unpaid utility bill. At the end of each 30 day billing period thereafter, an additional charge will be made equal to 1½% of any total amount that remains unpaid at that time. This late payment charge will fluctuate in accordance with the energy provider tariff. Marina will make personnel available to explain to Boat Owner how a statement was prepared and to verify meter accuracy. Boat Owner shall not inspect, remove or tamper with the electrical meter, wires, or related equipment. Boat Owner will be entitled, upon request, to one free meter calibration per year. Any additional meter calibrations requested by the Boat Owner during a lease year will be at Boat Owner's expense, except where the meter is determined to have over-registered by more than 2%. In such case, the calibration will be at Marina's expense. Whenever a meter is found to have over-registered by more than 2%, Marina will credit Boat Owner's account for excess charges, if any, resulting from miscalibration of the meter. Boat Owner may request a binding arbitration to resolve disputes over electricity usage. The Marina office has the particulars on how such arbitration is elected. Marina does not warrant the availability of utility services, and shall not be responsible for any damage or injury due to the interruption or unavailability of utility services. Without limiting the foregoing, Boat Owner acknowledges that water service may be discontinued during inclement weather. In addition, Marina does not warrant that the utility services will be compatible with the utility service requirements of the Boat (including electrical interconnection requirements or the effect of electrolytic action).
6. **SECURITY SERVICE.** Boat Owner acknowledges that any security service provided by Marina is a courtesy only and that, while Marina will use its best efforts to provide adequate surveillance, Marina bears no liability or responsibility in the event of theft, damage, demolition, unauthorized use, and the like, of Boat or Boat Owner's property.
7. **NO WARRANTIES.** Marina makes no warranties, express or implied, as to the condition of the Slip or the Marina (including floats, walkways, gangways, ramps, gear and related items) or the suitability of the Slip and the Marina for Boat Owner's intended purposes. Boat Owner acknowledges that Boat Owner has had an opportunity to inspect the Marina and the Slip prior to execution of this Agreement and agrees to accept the Marina and the Slip in their current condition.
8. **USE OF SLIP.**
 - (a) **Authority.** Boat Owner may use the Slip only to moor the Boat, and for no other purpose. Marina has exclusive control over the use of the Slip and dock space and has the right to refuse to grant a License to any person for any lawful reason. If Boat Owner sells the Boat and wants to use the Slip for another boat, Boat Owner must first get permission from, and register the new boat with, the Marina. Boat Owner represents that Boat Owner has an ownership interest in the Boat and/or Boat Owner is fully authorized to bind all owners of the Boat to the terms and conditions of this Agreement. If an agent of Boat Owner, including a Captain, signs this Agreement, Boat Owner hereby represents and acknowledges that said person has authority to bind Boat Owner to this Agreement and ALL of its

terms. If Boat Owner removes the Boat from the Marina for extended periods (normally more than three (3) days), for any reason, including repairs to the Boat, Boat Owner shall notify Marina of the anticipated removal and return dates. Marina may use the Slip when not in use by Boat Owner without reduction of the Dockage Fee, payment, or any other compensation to Boat Owner.

- (b) **Care of Slip.** Boat Owner shall keep and maintain the Slip in a clean and sanitary condition at all times, and in accordance with the Marina Rules. Upon termination of this Agreement, Boat Owner shall surrender the Slip in good order, normal wear and tear resulting from ordinary use excepted. Boat Owner shall not alter the Slip, dock area or utilities services. Boat Owner shall not install or place any personal property, dinghies, small boats, equipment, boxes, or lockers of any type without the written permission of Marina.
9. **CONDUCT.** The conduct at the Marina of Boat Owner, any member of Boat Owner's family, and any of Boat Owner's employees, licensees, agents or guests (collectively referred to as "Boat Owner's Agents") shall be the sole responsibility of Boat Owner. Conduct by Boat Owner its Agents that might disturb or cause harm to any person, damage property, be a nuisance, or harm the reputation of the Marina (including use of drugs or alcohol intoxication) shall, at the option of Marina, be cause for immediate termination of this Agreement by Marina. Intoxication shall be presumed if (i) Marina shall require the assistance of the Metropolitan Police or other law enforcement agency to deal with Boat Owner or Boat Owner's Agents, (ii) Boat Owner or its Agents engage in the physical assault of another person or property or (iii) one or more Marina Licensees or guests files a written complaint with Marina concerning the intoxication of Boat Owner or Boat Owner's Agents. Intoxication by Boat Owner or Boat Owner's Agents shall be deemed a nuisance.
10. **BOAT OWNER'S RESPONSIBILITY FOR DAMAGE AND THE ENVIRONMENT.** Boat Owner shall be responsible for and shall promptly, upon demand, pay Marina for any damage caused to the Marina by Boat Owner, the Boat or Boat Owner's Agents. Marina has a NO DISCHARGE policy in effect. Boat Owner shall, in and around the Marina, comply with all laws, rules and regulations concerning the protection of the environment and pay Marina for any damage, expense or liability incurred by Marina due to Boat Owner's or Boat Owner's Agent's failure to comply with such laws and regulations or due to any pollution created by, caused by, or contributed to by Boat Owner. Boat Owner shall not release or permit to be released, by action or inaction, any hazardous waste or environmentally objectionable substances, including oil, gasoline, sewage, or ground food material ("Hazardous Substances") into the water or land of the Marina. The costs for which Boat Owner may be responsible include, but are not limited to, the costs of booms, absorbent pads, disposal of the Hazardous Substance, clean up oversight by governmental agencies and Marina personnel and any legal fees incurred in defense of any violations. Boat Owner shall be responsible for reporting and cleaning up any such release. Boat Owner shall report any release to the Marina manager and shall keep Marina informed on a daily basis of Boat Owner's actions with respect to any clean up. If Marina is not satisfied, in Marina's sole discretion, with Boat Owner's actions in reporting and cleaning up a release, Marina may take any action it deems appropriate regarding the release, at Boat Owner's expense. This provision is in addition to, and not in lieu of, the indemnity provision set forth in this Agreement. Marina reserves the right to immediately cancel this License Agreement for violation of this provision.
11. **EMERGENCIES, BAD WEATHER AND ACTS OF GOD.** Marina expects Boat Owner to have made suitable arrangements for safe, sheltered anchorage during storms, high winds, high or low water, ice or snow conditions and other severe weather, and Boat Owner warrants such arrangements have or will be made. Boat Owner may not assume that the Marina will be safe, sheltered anchorage during storms. In the event of an impending storm or other emergency situation, Boat Owner authorizes Marina to do whatever Marina deems appropriate including moving the Boat at the Boat Owner's risk and expense to protect or preserve the Boat, Marina and/or Marina property. Boat Owner shall pay for all costs of such actions

by Marina whether or not Marina's efforts are successful in protecting the Boat. If the Boat sinks while in the Marina, Boat Owner shall raise the Boat. If salvage is not begun within 24 hours after Boat Owner receives notice of the sinking, Marina may raise the Boat at Boat Owner's expense and dispose of it at Marina's discretion. Undertaking to move the Boat shall not be deemed an assumption of responsibility for the safety, security and care of the Boat by Marina, nor shall Marina be deemed a bailee of the Boat Owner.

12. **LAWS, RULES AND REGULATIONS.** Boat Owner shall comply with ALL Marina Rules, all applicable laws, ordinances, resolutions, rules and regulations of Federal, state and local entities including U.S. Coast Guard regulations. The Marina may change the Marina Rules by posting new ones, including posting on the marina's website at www.gangplank.com, or otherwise notifying Boat Owner, in writing, of the change. The current Marina Rules are included at the end of this Agreement.
13. **ASSUMPTION OF RISK; DISCLAIMER OF LIABILITY; INDEMNITY.** The Slip and the Marina are to be used at the sole risk of Boat Owner and Boat Owner hereby assumes such risk. Marina assumes no responsibility for, and shall not be liable for the care, protection and security of the Boat. This Agreement does not create a contract of bailment. Boat Owner, for himself, and his Agents (as defined by this Agreement) hereby release Marina from any and all liability for loss, death, damage or injury (collectively "Injury") to any person or property arising out of or in connection with the condition or use of the Boat or the condition or use of the Marina or its services, whether such injury is caused by or through the acts or omissions of the Marina or by any other cause whatsoever, including but not limited to, fire, theft, weather conditions, etc., except for injuries due to Marina's gross negligence or willful misconduct. Boat Owner shall indemnify and hold harmless the Marina from any claims, suits, actions, damages, liability or expense (including attorneys' fees) in connection with any Injury (unless due to the willful misconduct or gross negligence of Marina) or arising from Boat Owner's breach of this Agreement. Marina is not to be considered as an insurer of Boat Owner's property and Boat Owner should secure, at a minimum, the insurance required by this Agreement. Boat Owner is advised to remove all items not permanently attached to the Boat while the Boat is in the Marina. Under no circumstances shall the Marina be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence) with respect to Boat Owner's use of the Marina. Boat Owner and Boat Owner's insurers agree to waive any right to petition for exoneration from or limitation of liability under the laws of the United States in the event the Boat is involved in any casualty resulting in personal injury, death or property damage while docked at the Marina or in connection with this Agreement.
14. **REDEVELOPMENT.** Notwithstanding anything contained in the Slip License Agreement to the contrary, the Marina may at any time elect to alter, rehabilitate, renovate, redevelop or otherwise improve all or any portion of the marina, the floating stock, slips, piers, gangways, the property, or the land adjacent thereto, so long as such construction does not substantially and unreasonably interfere with the Boat Owner's access to and use of the slip. Without limiting the generality of the foregoing, Boat Owner acknowledges that the Marina and/or the Marina's owner may undertake major redevelopment of the property. In connection with any such work, the Marina, the Marina's owner, or their agents may erect scaffoldings or sidewalk bridges, or demolish and/or construct a new bulkhead; and existing appurtenances may be permanently blocked. Boat Owner agrees not to interfere with such work, and that the performance of such work shall not constitute an actual or constructive breach of this License Agreement, in whole or in part, and slip fees shall not abate while such work is being undertaken, nor shall Boat Owner have any claims against the Marina or its owner by reason of such work.
15. **INSURANCE; SUBCONTRACTORS.** Boat Owner, at his or her sole cost and expense, shall at all times during the term of this Agreement, maintain a public liability policy with limits of not less than \$500,000 per occurrence, with an insurance company acceptable to Marina, naming Marina as an additional insured, with waiver of subrogation in favor of Marina; and a policy of property damage insurance covering at least 100% of the actual

cash value of the Boat, extended perils, damage by fire, vandalism and burglary. Boat Owner shall provide Marina with a copy of the insurance policy evidencing coverage upon execution of this Agreement, and, no later than 30 days prior to expiration of a policy, with evidence of the renewal of the policy. All policies of insurance shall require 30 days advance notice by the insurance company to Marina of any amendment or cancellation. Additionally, any subcontractors employed by Boat Owner shall complete the MARINE CONTRACTOR RULES & REGULATIONS form, provide insurance naming Marina as additional insured substantially in compliance with the terms set forth herein with limits of not less than \$1,000,000 per occurrence of Marina Operator's Legal Liability, \$2,000,000 in aggregate of General Liability, appropriate Workers Compensation coverage, appropriate pollution and chemical spill coverage, shall register at the Marina office prior to beginning work, and shall comply with all laws.

- (5) Marina may exercise any and all set-off rights as listed herein.
- (6) Marina may begin collection proceedings against Boat Owner with all collection costs, fees and reasonable attorneys fees to be paid by the Boat Owner.

16. **DEFAULT; REMEDIES.**

(a) **Events of Default:** The Boat Owner shall be in default of this Agreement if:

- (1) the Boat Owner fails to comply with ANY TERM OR CONDITION SPECIFIED BY THIS AGREEMENT;
- (2) the Boat Owner fails to comply with ANY TERM OR CONDITION SPECIFIED BY THE MARINA RULES ATTACHED HERETO;
- (3) the Boat Owner fails to make timely dockage payments as specified by this Agreement;
- (4) the Boat Owner fails to make timely payments for any other services provided by the Marina to the Boat or Boat Owner under this Agreement;
- (5) the Boat Owner removes the Boat from the Marina for more than three (3) consecutive days without the prior knowledge and consent of the Marina;
- (6) the Boat Owner does not keep any and all information on file with the Marina current;
- (7) the Boat Owner declares bankruptcy or is forced into bankruptcy by his creditors; OR
- (8) the Boat Owner does any other act which this Agreement states is an act of default.

(b) **Marina Remedies:** If the Boat Owner is in default for more than ten (10) days after Marina has given written notice, except Dockage which is due without demand, of the default to Boat Owner, Marina may exercise any and all remedies available hereunder or at law, both in rem and personal, under both state and Federal law, including but not limited to the following:

- (1) Marina may, by notice to Boat Owner, terminate this Agreement. Upon termination, Boat Owner shall pay all sums due Marina and remove the Boat from the Marina. Should Boat Owner fail to immediately pay all sums due and remove the Boat from the Marina as required, then the Boat shall be conclusively deemed abandoned, Marina shall be deemed an involuntary depository, and Boat Owner shall incur a per diem moorage fee at the applicable daily rate for transient moorage.
- (2) Marina may, by notice to Boat Owner, terminate or reduce utility service or suspend the right of Boat Owner to use the Slip and the Boat without the necessity of legal proceedings.
- (3) Marina may take title and sell the Boat under District of Columbia law under its right of repossession as listed herein.
- (4) Marina may foreclose its maritime lien for necessities under its federal law rights as listed herein.

17. **UNPAID DEBT BURDEN OF PROOF.** Non-receipt of billing statements does not relieve Boat Owner of the obligation to pay all charges due. Boat Owner shall have the burden of showing, by receipt or canceled check, that payment in full of all charges was made. Marina may change the fees or change the other provisions of the Agreement by written notice to Boat Owner given at least 14 days before the change is effective. A \$25 charge will be incurred for each returned check. If Boat Owner has an outstanding balance for amounts owed under this Agreement that is more than 90 days past due, the Boat may be repossessed by Marina and sold at public auction or private sale, or may be otherwise moved or towed away at owner's expense. This provision is in addition to and not a limitation of Marina's rights under state or Federal Maritime law.

18. **RIGHT OF REPOSSESSION.** In the event of any default by Boat Owner under this Agreement which continues for more than thirty (30) days after written notification by Marina to Boat Owner of the default, Boat Owner hereby grants Marina a security interest in the Boat as defined below. If Boat Owner removes the Boat before any default is cured or outstanding charges have been paid, without the written consent or requested removal by the Marina, Boat Owner hereby grants Marina an irrevocable license to enter upon the Boat wherever it may be found, to disable it or do anything necessary to transport or remove the Boat back to the Marina or a safe port or harbor at the Marina's sole discretion, or keep the Boat where it is so that it may not be moved further. Boat Owner agrees that Marina or its agents may do so by any means available to the Marina or its designated agent at Boat Owner's expense, so long as it can be done without injury to the Boat. Marina acknowledges that it shall be liable to Boat Owner in the event the Boat is damaged or injured during such disabling or removal and such damages shall be limited to the actual costs of repairs.

19. **NOTICES; ADDRESSES; SERVICE OF PROCESS.** All written notices (including service of process) sent or requested by Marina or its agents to Boat Owner shall be sent by regular mail to the address listed by Boat Owner in this Agreement or as updated in Marina's files. For purposes of legal notification and service of process, delivery by hand or U.S. Mail of any written communication or service of process to the Boat Owner's last known address shall be deemed actual notification under this Agreement and in compliance with all state and federal rules. If Boat Owner fails or refuses to accept any such written notifications or service of process, such refusal shall be deemed an event of default under this Agreement. Under such circumstances, Boat Owner hereby agrees and acknowledges that service of process shall be effected upon him by hand delivering such written notice (or service of process) to the Boat Owner or Boat, wherever either may be found, and whether accepted or not. Boat Owner is responsible for informing Marina of Boat Owner's most current address and phone number. Within ten (10) days following the date of any change in Boat Owner's business or residence address or telephone number, Boat Owner shall provide Marina, in writing, notification of the new address or telephone number. If Boat Owner changes Boat Owner's address or telephone number without providing the new address and telephone number to Marina, written communications shall be delivered to the last known address of Boat Owner, as stated in Marina's records.

20. **LIENS.**

- (a) OWNER HEREBY GRANTS TO MARINA A LIEN ON THE VESSEL AND A SECURITY INTEREST THEREIN TO SECURE THE PAYMENT OF ANY AND ALL FEES, CHARGES OR OTHER SUMS DUE HEREUNDER AND FOR ANY OTHER SERVICES OR MATERIALS RENDERED OR SUPPLIED TO OWNER BY OR ON BEHALF OF MARINA.
- (b) The lien shall be both a common law lien for storage and a maritime lien for necessities which shall be in addition to any state or federal maritime lien or other remedy otherwise available to Marina hereunder in law or equity. It is specifically agreed that all service,

storage, materials, and the like which are provided to the Boat or Boat Owner under this Agreement by or on behalf of the Marina, are provided to the Boat at the request of the Boat Owner on the credit of the Boat. It is understood between the Parties that the Marina is relying primarily on the credit of the Boat for the enforcement of its claim for fees, charges, and invoices for all necessities provided under this Agreement. The Parties further agree that all services provided by the Marina pursuant to this Agreement shall be deemed "necessaries" pursuant to 46 U.S.C. sec. 31342(a), as amended from time to time.

(c) In any action, in rem or in personam, by Marina to enforce a lien of whatever nature, any bond posted pursuant to law releasing the Boat to the Owner, shall include an amount sufficient to cover Marina's full debt or amount in controversy plus reasonable attorneys fees, costs of bringing suit, the U.S. Marshal and custodia legis fees and claimed interest. Further, Marina may have the amount of any bond posted increased to ensure the posted bond covers all amounts claimed.

(d) Without limitation on any of Marina's rights under state or federal law, in the event Marina proceeds against the Boat under Federal Admiralty procedures and Supplemental Admiralty Rules, in rem, Owner agrees to use Marina as the substitute custodian for the Boat in place of the U.S. Marshal.

21. **COLLECTION COSTS/ATTORNEYS' FEES.** In the event Boat Owner defaults under this Agreement, Marina shall be entitled to recover any costs incurred, including reasonable attorneys' fees as incurred or 20% of the outstanding amount owed, (whichever is greater), in enforcing or protecting its rights, pursuant to a lien or otherwise, whether or not suit is filed. Such amounts shall be included in the amount of any lien for storage and/or necessities which Marina may have against the Boat Owner.

22. **SET-OFF RIGHTS OF MARINA.** In the event of any default by Boat Owner under this Agreement, in addition to all other rights specified hereunder, the Parties agree that Marina shall further have the right to:

- (a) terminate or decrease any electricity provided to the Boat;
- (b) terminate or decrease any and all services being provided to the Boat;
- (c) set-off any debt by disabling access to the Boat or any property rented to Boat Owner by Marina, including dock-boxes.

"MARINA"

BY: _____ (signature)

NAME: _____

TITLE: _____

DATE: _____

"BOAT OWNER" AND "BOAT"

BY: _____ (signature)

PRINTED NAME: _____

DATE: _____

23. **CUMULATIVE REMEDIES; NO WAIVER.** Marina's rights and remedies hereunder are cumulative in nature, and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available in law. No waiver or forbearance of a breach of this Agreement shall be construed as a waiver or forbearance of any other subsequent breach, and the acceptance of any performance hereunder, or the payment of any amounts after the same has become due or at a time when any other default exists shall not constitute a waiver of the right to demand payment of all other amounts owed or a waiver of any other default then or thereafter existing.

24. **TRANSFERS AND ASSIGNMENTS.** This Agreement and Boat Owner's rights hereunder are the personal privilege of Boat Owner and are not assignable and may not be sublet. Any attempt to assign or sublet is a default under this Agreement, and entitles Marina to all remedies of default pursuant to this Agreement, including immediate termination of this Agreement. This Agreement shall be binding on Boat Owner and his heirs and successors in interest.

25. **JOINT AND SEVERAL LIABILITY.** If more than one person executes this Agreement as Boat Owner, their obligations are joint and several, and any act or signature of, or notice or refund to any one or more of them with respect to this Agreement shall be fully binding upon each of them.

26. **ENTIRE AGREEMENT.** This Agreement is the entire agreement between the parties and supersedes all prior agreements. No modification or amendments to this Agreement are valid unless in writing and signed by both parties.

27. **SEVERABILITY.** In the event that any provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, this shall not affect any other provisions and this Agreement shall be construed as if such provision had never been contained in this Agreement.

28. **CHOICE OF LAW.** This Agreement shall be governed by the laws of, and subject to the jurisdiction of the District of Columbia, and the federal laws and jurisdiction of the United States.

29. **CANCELLATION.** Marina may, in its sole discretion, cancel this Agreement at any time by giving Boat Owner, in writing, thirty (30) days advance notice. In such event, any Dockage Fees paid in advance shall be refunded on a prorated basis.

MARINA RULES

The following Marina Rules have been adopted in order to provide a safe and inviting Marina for our patrons. These Rules, which are also posted in the Marina and on the Marina's website (www.gangplank.com, click on "SLA and Marina Rules") are expressly made part of the License Agreement. Boat Owner, any member of his family, any of his employees, licensees, agents and guests (hereinafter individually referred to as "Boat Owner's Agent") expressly agree to comply with each and every Rule at all times. The Marina shall have the right from time to time to change or add Rules for the safety, care and cleanliness of the Marina or for the preservation of good order and, upon posting such amendments and additions in a conspicuous place in the Marina, they shall become part of the License Agreement. Boat Owner agrees to comply, and to cause Boat Owner's Agent to comply, with all Marina Rules.

1. Any boat which enters the Marina immediately comes under the jurisdiction of the Dock Master and Management of the Marina. Accordingly, Slipholder must follow the instructions of such Dock Master or Management for the safety and well being of all persons and boats using the Marina. No Slipholder shall direct, supervise, or in any other manner, attempt to assert control over any employee of the Marina.
2. The Rules of the Road and navigation laws of the United States apply to all boats in, approaching or leaving the Marina.
3. All Licenses are contingent upon examination and approval, by the Dock Master, of the boat to be berthed in the Marina. Boats not in good condition will not be admitted to the Marina. Failure to maintain the boat in good condition shall, after 10 days written notice, be cause for removal of the boat from the Marina. An inspection or Marina survey, which will be not more than six (6) months old, may be required before admitting the boat.
4. Should Slipholder's boat sink in the marina, Slipholder agrees to remove the boat within 24 hours of its sinking. Marina may move or have the vessel removed at the Slipholder's cost. Any vessel experiencing more than normal leakage must be repaired or removed from the marina. Slipholders are responsible for pumping out their vessels as necessary. However, should an emergency develop whereby the Marina uses its equipment and/or manpower to pump out a vessel, a charge will be assessed. In the event an emergency or unsafe condition is observed during the Slipholder's absence, such as the breakdown of a bilge pump, leaks, bad lines, or other cause, the Marina Management is authorized to make necessary repairs which will then be charged to the Slipholder. Nothing herein gives rise to any cause of action, claim, or other right for failure of the Marina and its employees and agents from taking any action under this paragraph or for any right, cause, or claim arising from the method of action taken by the Marina, its employees or agents.
5. Marina assumes no responsibility for improperly moored boats or improperly tied lines. Slipholders shall properly moor and secure their vessel at all times so that no damage occurs to other boats or the Marina property. The Marina reserves the right to replace defective lines or correct defective mooring when necessary and to charge the Slipholder for the cost of such replacement or correction.
6. SEVERE WEATHER – Slipholder shall be responsible for properly securing vessel in the event of severe weather so that no damage occurs to other boats in the Marina. If, in the sole opinion of Marina Management, Slipholder has not taken necessary and appropriate precautions, Marina personnel may, but shall not be obligated to, appropriately secure vessel or prepare vessel for foul weather at the cost and expense of Slipholder. Slipholder shall be responsible for all damages to other boats and to the Marina for failure to appropriately secure vessel. In the event of hurricanes or other major storms, Marina reserves the right to request

the Slipholder remove boat from the Marina to safe anchorage. Slipholder shall be responsible for any losses, damages, or expenses incurred by Marina as a result of Slipholder's failure to comply with any such request.

7. Boats with swim platforms, outboard motors, rudders, kayaks, dinghies, or any other objects must not extend into the fairway. Any overage from the slip length will result in billing for the overall length utilized or reassignment to a larger slip at the applicable rate for such larger slip. All additional boats and crafts, including, but not limited to runabouts, rowboats, dinghies, kayaks, and life rafts, must be placed within the confines of the slip, on davits or physically upon the Slipholder's vessel so as not to extend beyond vessel length. If such craft is not capable of being stowed within the confines of the slip, a separate slip fee may be charged by the Marina.
8. No Wake Allowed!! Boat Owner and Boat are responsible for damages caused by Boat's wake.
9. Guests and service personnel must be accompanied by the Boat Owner, or prior authorization must be given to the Dock Master.
10. ONE parking permit per slip will be issued, expressly for the use of the Boat Owner, while the Owner is at the Marina. Possession of a valid parking permit DOES NOT guarantee a parking space. A valid monthly permit must be displayed on the rear view mirror at all times. Any vehicle NOT displaying a CURRENT permit, or parking anywhere other than in a designated parking space may be towed at the Owner's sole risk and expense. Vehicles must be registered at the Dock Office. The Marina DOES NOT warrant the availability of parking. The Marina disclaims responsibility for vehicles parked on Gangplank property, including damage to, theft of or theft from vehicles. Permits will NOT be issued to delinquent accounts. Parking permits are NOT transferable. Boaters' guests are expected to park on the street. Long term storage of vehicles is prohibited. Vehicles, in this case, mean private passenger types. Commercial vehicles which are part of a fleet owned by a Slipholder will not be allowed to be parked, stored or allowed into the marina for any reason other than to unload and then to be removed. This also applies to daily parking permits which will not be issued to commercial vehicles belonging to Slipholders. Commercial delivery vehicles do not require parking permits. Vendors and contractors vehicles will be allowed only for as long as their business purpose requires but in no cases will be allowed to be overnight. All trailers are prohibited from entering the parking lot.
11. Walkways shall be kept clear at all times. Supplies, equipment, dinghies, accessories or debris shall not be left on walkways or finger piers. Boarding steps and ladders are subject to approval by the Marina. Water supply hoses of unattended vessel(s) shall be disconnected at the dock and stowed appropriately at the dock pedestal or aboard the vessel.
12. "For Sale" signs must be approved by the Marina.
13. Advertising or soliciting shall not be permitted in the Marina unless authorized, in writing, by the management.
14. There shall be no commercial activities conducted in the Marina without prior written consent from the management. Commercial activities include, but are not limited to, rental or leasing of boats, chartering of boats, use of the Marina address, and use of a number of a telephone or facsimile on a boat in any advertising, brochure, letterhead, business card, or other commercial document. Any questions should be directed to the Dock Master.

15. Laundry shall not be hung on boats or docks.
16. Absolutely no outside charcoal or gas cooking, or open fireplaces, are permitted in the Marina. There will be absolutely no fireworks of any kind used or stored in the Marina.
17. Household trash and garbage must be placed in **sealed plastic bags** and disposed of in the trash bins located on the main walkway. Under no circumstances may trash be put in paper bags or cardboard boxes, or placed on the dock. Glass, aluminum tins and plastic must be separated, and placed in the provided recycling containers. Cardboard boxes must be flattened and placed with trash. Newspapers must be carried to the container provided for this purpose in the parking lot. Any construction debris, old furniture, or other bulky items must be removed from the Marina and Parking Lot by Boat Owner.
18. Oil must be disposed of in the designated oil drum in the parking lot. The Federal Water Pollution Control Act forbids the discharge of oil or oil waste into or upon navigable waters of the United States if such causes a film or sheen upon or discoloring of the surface of the water, or causes a sludge or emulsion beneath the surface of the water. Violators are subject to a fine of \$5,000.00 dollars. Ask the Dock Master for assistance prior to disposal of paint and other chemicals.
19. Under no circumstances may a Boat Owner plug into any other slip outlet, even with the permission of the occupant of that slip. If there is an emergency, notify the Dock Master. Under no circumstances will anyone plug into any Marina plug, light or appliance.
20. Loud noises such as hailers, loud music, or unnecessarily loud revving of engines will not be permitted. Dock parties must conclude by 11:00 p.m. Sunday-Thursday, and by 12:00 midnight Friday and Saturday. Any noise which can be heard further than two slips from the boat will be considered to be too loud.
21. For the safety of all concerned, if the Boat is to be occupied by a person other than the Owner, the Marina must be contacted in writing.
22. Boat Owner should not hold the gate open for anyone to enter unless the person is known to belong in the Marina, and has his/her own gate key.
23. Pets, when on Marina property, **MUST** be controlled and accompanied by the Slipholder at all times. Pets must be on a leash or in or on the Slipholder's vessel at all times. Pets are not to be chained or tied to any common area, dock, or pier unattended by the Slipholder. If a pet soils Marina property, the owner must clean it up immediately. Slipholder shall promptly reimburse Marina for the cost of cleaning or repairing any damage to Marina property caused by such pets. The owner of each pet shall ensure that his pet does not interfere with the rights, comforts, or convenience of other Slipholders or Marina guests.
24. All connections made by the Boat Owner to electrical receptacles shall be approved by the Dock Master.
25. This Marina has a "NO DISCHARGE POLICY" in effect.
26. Power tools may be used to aid in performing minor repairs and improvements to boats under the following conditions:
 - (a) Power tools must be of the "dustless" variety or have vacuum assists. They may be used only during the following times: Monday through Friday 7:30 am to 6:00 pm and Saturday & Sunday 11:00 am to 5:00 pm.
 - (b) Precautions shall be taken in order to prevent contamination of the Channel or of other boats. The failure to prevent any material from entering the water will result in a "Stop Work Order" and no further work on the vessel will be permitted in the Marina. Furthermore, repairs that may damage the docks are not allowed. Boat Owner is are liable for any damage to Marina property which occurs as a result of such repairs.
- (c) At the end of the day, all tools, lumber, supplies, etc. shall be neatly stored upon the vessel. Work areas shall be covered with tarps, in order to maintain a neat appearance. Under no circumstances shall items be left on docks or finger piers (see Rule 11).
- (d) Any debris that results from repairs (containers, wood, residue, etc.) shall be removed from the Marina property by the Boat Owner. The Marina reserves the right to charge the Boat Owner for the removal of debris left on Marina grounds.
27. As a boater, it will be your responsibility to notify the Marina Administrative Office, in writing, of any changes to your boater status, i.e.; Liveaboard status, RF connection (cable TV), departure date, etc. A credit to your account will be issued only if the Marina Administrative Office is notified, in writing, prior to any such changes. A box for this purpose is provided outside the Security Office or changes can be mailed to: Gangplank Marina, Attn: Assistant Dock Master, 600 Water Street SW, Washington, DC 20024-2488.
28. Recreational Slipholder (non-liveaboard) may spend no more than four nights aboard his/her vessel during any one week period (Sunday to Sunday). He/She may not receive any mail at the Marina. He/She must maintain a separate landside legal residence and may not utilize the marina address on any governmental issued identification or represent to any individual or governmental entity the Marina as his/her residence.
29. Vessel owners, immediate family (first degree of consanguinity) or significant other co-habiting persons may reside on a "liveaboard" vessel. The maximum number of people allowed to live aboard a vessel is four unless authorized by Marina Management.
30. No vessel shall be permitted entry to the Marina which is unable to supply its electrical needs from shore power, wind power, solar power, or batteries. Any vessel entering the Marina with fuel burning electrical generating equipment (hereinafter "auxiliary power") shall be equipped with a non-resettable hour meter; and the auxiliary power system shall be maintained in accordance with the recommendations of the equipment manufacturer or to industry standards for similar models if manufacturer specifications are unavailable.

Non-Commercial Vessels

- (a) Non-commercial vessels are prohibited from operating auxiliary power for more than five hours during any slip license year (April 1st through March 31st of the succeeding calendar year) while moored at the Marina, and are prohibited from running auxiliary power systems during any Code Orange, Code Red or Code Purple Air Quality Action Days as established by the Greater Washington Metropolitan Council of Governments. All non-commercial vessels shall maintain and, upon request from the Dock Master, will submit a log demonstrating the vessel's compliance with this subsection. The failure to produce either an operational log or evidence of the auxiliary power's maintenance shall be presumptive evidence of non-compliance with this Rule.
- (b) Notwithstanding subsection 30(a), a vessel in the marina may operate auxiliary power for more than five hours during a slip license year provided:
 - i. The Dock Master determines that an emergency condition exists onboard the vessel which represents an imminent threat to life, property, or the environment, and the Licensee takes immediate action to restore shore power or other non-fuel based electrical generating capacity to mitigate the danger. In no event shall the Dock Master permit a vessel to operate auxiliary power for more than four consecutive days.
 - ii. During a significant disruption of the electrical grid and/or marina shore power transmission system such as a natural disaster or "blackout."

Commercial and Foreign Flagged Vessels

- (c) No commercial vessel shall operate auxiliary power for more than thirty minutes prior to embarkation or for more than thirty minutes after disembarkation.
- (d) All commercial vessels in the marina are precluded from performing maintenance upon their auxiliary power systems where maintenance requires the running of the equipment during any day designated as Code Red or Code Purple Air Quality Action Days as established by the Greater Washington Metropolitan Council of Governments.
- (e) Nothing in this Rule shall preclude a captain of a commercial vessel confronted with an emergency (severe weather conditions, onboard fire, taking on water, food safety) from running auxiliary power to mitigate the threat to life, the vessel, or the environment.
- (f) Nothing in this rule shall preclude a commercial vessel from operating auxiliary power during a significant disruption of the electrical grid and/or marina shore power transmission system such as a natural disaster or "blackout."

- (g) Foreign flag vessels, including foreign flagged men-of-war and foreign flagged naval training vessels, are exempt from this Rule provided the home nation is a member of the International Marine Organization and has formally adopted Annex VI to the International Convention on the Prevention of Pollution from Ships.

- 31. On days designated by the Metropolitan Washington Council of Governments as Code Orange, Code Red or Code Purple, the use of small gasoline engines (e.g., power washers, garden tools, etc.) and the use of aerosol spray cans shall be prohibited. Nothing in this rule shall prohibit the use of four cycle outboard engines on vessels.
- 32. All vessels with inboard propulsion systems and/or auxiliary power shall place oil absorbent materials commonly known as "diapers" or "sweeps" in their bilge compartments or immediately underneath the oil pan of each engine and auxiliary generator and shall replace these items when they become saturated with oil and shall dispose of the contaminated items as directed by the Dock Master.

THESE RULES CONSTITUTE A PART OF THE **SLIP LICENSE AGREEMENT** AND THEY WILL BE ENFORCED.

Slip holder's Initials _____

Date _____