

Spooners Creek Marina
150 Lands End Court
PO Box 1499
Morehead City, NC 28557
Phone: (252) 726-2060

Slip Number: _____ **Monthly Rental Rate:** _____

Yearly Rental Rate: _____

SLIP RENTAL AGREEMENT

THIS AGREEMENT, entered on _____ 20____, by and between

Spooners Creek Marina, hereinafter referred to as SCM, (or a duly authorized representative of Spooners Creek Marina acting on behalf of the **Slip Owner**) AND _____, (or his operator) hereinafter referred to as the Owner.

Whereas, SCM is the owner (or authorized representative of the owner) of Slip No. _____, Spooners Creek Marina, 150 Lands End Court, Morehead City, NC.

WITNESSETH: That for and in consideration of the covenants and stipulations hereinafter set out, IT IS AGREED AS FOLLOWS:

1. SCM operates and maintains dockage facilities for the use of yacht and/or boat owners and or operators.
2. The Owner agrees to pay SCM for pier space payable monthly in advance on the first day of each month (payable daily, or upon departure, for transient vessels) as rental for Slip No. _____ for the following vessel:

Names of Vessel: _____

Overall Length: _____ Beam: _____

Make: _____ Gas Diesel Sail (Circle as applies to vessel)

Owner: _____ **Signature:** _____

Mailing Address: _____

City/State/Zip: _____ Email _____

Phone: _____ Emergency Contact #: _____

3. SCM shall have a lien against the above described vessel, her appurtenances and contents for unpaid sums due or to become due for the use of dock facilities and services or for damage caused to any docks or property of SCM.

4. This agreement is for the use of pier space only, such space, to be used at the sole risk of the Owner. SCM shall not be liable for the care or protection of the vessel, her appurtenances or contents, or for any loss or damage of any kind or nature to the vessel, her appurtenances or contents, however caused. While SCM inspects the boats at regular intervals, it is to be considered a service and not an obligation. Furthermore, there is no warranty of any kind as to the condition of the piers, walks, gangways, ramps or mooring gear, nor shall SCM be responsible for injuries to person or property occurring upon SCM property for any reason.

5. This agreement is effective upon boat arrival at SCM on _____, 20____ and applies to any/all slip(s) and boat(s) the Owner docks in SCM, and shall continue, except as specified in Paragraph 8, hereof, until terminated upon one of the following conditions:

- a) On _____, 20____ Renewable: Yes No Monthly at end of rental term.
- b) By breach or forfeiture of any of the covenants or provisions of this Agreement as provided elsewhere in this Agreement.

c) By 30 days written notice of termination by SCM. Boat Owner Initials: _____

d) By written or oral notice of termination by the Owner, accompanied by tender for unpaid fees or charges, if any. One (1) month notice is required (unless agreed upon by both parties) **(Once Slip Rental Agreement is signed by the Owner and the rental fee is paid, dockage is Non-refundable and is Non-transferable to a new owner.)**

6. The Owner agrees to hold SCM harmless and to indemnify SCM for any loss, damage or liability imposed for any reason or act or omission on the part of the Owner, his agents, employees, or guests in the use of SCM facilities for the described vessel.

7. The Owner agrees to comply with the rules and regulations, including those set forth on the reverse side hereof or attached hereto which are by reference made a part hereof. Upon failure by the Owner to comply with such rules and regulations, or to pay the rental herein above provided, this Agreement is forthwith terminated, and SCM may remove the vessel from her mooring space at the Owner's risk and expense, and may take possession of the space, re-let the same, and may retain any balance or prepaid rental as liquidated damages and not as a penalty.

8. It is understood and agreed that this Agreement is not assignable and the dockage space above described may not be sublet by the Owner. The described space may be used by a newly acquired vessel belonging to the above listed Owner, but not a new owner of the above listed vessel unless authorized by SCM (or the actual owner of the slip of which SCM is duly authorized to represent) in writing (See paragraph 5 (d)).

RENTAL AGREEMENT

RULES AND REGULATIONS FOR OCCUPANCY AT SPOONERS CREEK MARINA

Monthly slip rental includes dockage & restroom facilities only; 6 month slip rental includes pool use also.

**All boats are required to move out of the marina before any forecasted Cat 3 or greater hurricane
The Dock-master shall determine boat removal deadline.**

NO EXCEPTIONS Owner Initial/acknowledgment _____

1. The letters SCM are used here to indicate any person authorized to represent the owner(s) of the marina or individual slip owner. The word "boater" is used to indicate the owner of a boat legally within the marina or any person who is otherwise using the facilities under authority of the boater.
2. When a boat enters the marina, it immediately comes under the jurisdiction of SCM and shall accept the slip assigned to it.
3. All facilities are offered with the understanding that SCM assumes no liability and that boater will carry liability insurance to cover any damages which may occur as a result of boaters handling of his/her vessel.
4. Commercial fishing boats, boats for hire and other types of commercial craft will not be admitted, except by permission of SCM.
5. No advertising or soliciting will be permitted on any boat within the marina, except by permission of SCM.
6. Berths are rented for use in accordance with prevailing custom and subject to such control or regulation as SCM may deem necessary.
7. **This assignment is non-transferable.** If the Owner sells or charters his boat all rights to the berth are forfeited, including rental paid thereon.
8. Vessels shall be in a seaworthy condition and not constitute a fire hazard or they will be removed from the marina by SCM at the boater's expense. All lines used in securing vessels must be of adequate size and in good condition (in the opinion of SCM) or they may be replaced by SCM at the boater's expense.
9. Contractors, service organizations or individuals are permitted to service vessels under the Owner's request as long as proof of workman's compensation insurance can be shown to be in force.
10. Tenders and skiffs shall be stored in such a manner that they will not interfere with other boaters. Skiffs may be stored on land only as directed by SCM. They shall be marked to identify the owner.
11. No boats within the marina shall be operated in an unsafe manner so as to damage docks, and/or other vessels.
12. **No swimming or diving** will be permitted from docks, exception: professional divers in the conduct of their business. No traps, such as crab pots, shall be left unattended.
13. Boat owners shall not store supplies, materials, accessories or debris upon any walkway so as to create a hazardous condition for neighboring boaters.
14. **No refuse shall be thrown overboard. No dumping of raw sewage into Spooners Creek is authorized.** SCM has a pump out located on the fuel dock.
15. Noise shall be held to a minimum at all times.
16. Disorderly conduct by a boater or his guests shall be cause for cancellation of a Slip Rental Agreement and assigned dockage space.
17. Slip rental and electrical charges shall be strictly in accordance with published schedules. All rentals for a slip shall be paid in advance.
18. **Note: Regular boater dockage fees continue during any absence, unless said boater has given notice and terminated the lease agreement. Prepaid dockage continues in force during any absence of any vessel which departs and returns to SCM.** (Example: boat absent while being hauled out for service or repairs).
19. SCM is not responsible for any losses on or damages to vessels in the marina. Each boat owner or operator will be held responsible for damage which he may cause to other boats in the marina or for damage to any structure. Any boat which may sink in the marina shall be removed at the boat owner's expense, including any charges arising from pollution charges.
20. Dogs will be admitted to SCM only under leash and must not run loose on the grounds or other people's boats.
21. Boater agrees to limit the number of automobiles to a reasonable minimum as necessary for transporting persons to SCM. Unauthorized long term parking is not allowed.
22. All boaters must provide own mooring lines of sufficient strength and size to assure the safety of their boat and to avoid damage to adjoining boats or docks.
23. SCM reserves the right to remove from the marina at the Owner's expense any boat which has not paid its mooring fees.
24. SCM will not be responsible for any damages incurred to a boat which has been misplaced or improperly secured and must be removed, or due to storms, hurricanes, or any acts of nature.
25. Major structural repairs or refitting of vessels at docks is prohibited. Minor repairs, mechanical adjustments, electrical work and touch-up painting is permitted. Owner shall be held responsible for any damages he or contractor may cause to other boats as a result of any repairs or touch-up painting.
26. **No parking of boat trailers is permitted upon the properties of Shores At Spooners Creek Marina. No exceptions to this rule.**
27. **Parking on the bricked/pavers** along the seawall is for loading and unloading purposes only. Vehicles are not authorized for extended stays in the designated parking areas of the bricked access. Vehicles shall be moved and parked in appropriate spaces as soon as possible.
28. **Each slip is restricted to non-residential usage. To clarify residential: "no full time live-aboards are authorized by this lease agreement."**