

# WINTER STORAGE AGREEMENT

## Baltimore Marine Centers

Marina: Lighthouse Point Clinton St. Inner Harbor Inner Harbor West Harbor View

THIS WINTER STORAGE AGREEMENT ("this Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between BALTIMORE INNER HARBOR MARINE CENTER/ MARINE ASSOCIATES/BALTIMORE MARINE CENTER/MARINE ASSOCIATES MANAGEMENT, LLC., a Maryland limited liability company, having an address at 400 KEY HIGHWAY, BALTIMORE, MD 21230, 500 HARBORVIEW DR, BALTIMORE, MD 21230, AND 2775 LIGHTHOUSE POINT EAST, BALTIMORE, MD 21224 and the following "Boat Owner": Slip Assigned: \_\_\_\_\_

Legal Names of Owners: \_\_\_\_\_

Address of Owners: \_\_\_\_\_

Phone Number: \_\_\_\_\_(H) \_\_\_\_\_(W) \_\_\_\_\_(C)

Email Adress: \_\_\_\_\_

Boat Name: \_\_\_\_\_ Boat Make: \_\_\_\_\_ L.O.A: \_\_\_\_ (ft) Beam: \_\_\_\_ (ft.)

Type of electric: \_\_\_\_\_

Boat Registration Number: \_\_\_\_\_ Splitter Rental/ #: \_\_\_\_\_

Insurance Company: \_\_\_\_\_

Agreement Terms: \_\_\_\_\_ to \_\_\_\_\_  
(Additional storage fees will be accessed for all days after the end of the lease term)

Total Due: \_\_\_\_\_  
Less Deposit: \_\_\_\_\_ Paid \_\_\_\_\_  
Balance: \_\_\_\_\_ *Due on Arrival*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed on the day and year first above written.

Baltimore Marine Centers

Amenities received, (haul outs, By: \_\_\_\_\_(SEAL)  
parking, etc) \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Boat Owner: \_\_\_\_\_(SEAL)

Printed Name: \_\_\_\_\_

Member(s)/ Access Cards

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By execution of this Boatel/Slip License Agreement, BMC hereby acknowledges receipt of the deposit from Boat Owner and Boat Owner agrees to pay the Amount Due. Boat Owner further acknowledges the receipt of the Standard Terms of Boat Storage Agreement, Marina Rules, as well as Pool & Cabana Club Membership Rules & Regulations and in consideration of the fees and the covenants and agreements set forth herein. In the said Standard Terms, BMC hereby grants the Boat Owner and Boat Owner hereby accepts from BMC the right to the storage of the boat described above (the "Boat") at the boat storage facility operated or marinas by BMC, for the term set forth above and Boat Owner hereby agrees to be bound by and comply with all provisions of the said Standard Terms of the attached Boatel/Slip License Agreement. \_\_\_\_\_ Boat Owners Initials

Boat owner acknowledges and understands during the agreement period and any additional extension of this contract all electric usage will be monitored & billed monthly to boat owner according to usage with the credit card provided. \_\_\_\_\_

Credit Card: \_\_\_\_\_ Exp. \_\_\_\_\_

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In consideration of the fees, covenants and agreements hereinafter set forth, BMC herein grants to Boat Owner and Boat Owner herein accepts from BMC, the right to the storage of that Boat described above (the "Boat") at the Facility (as hereinafter defined), subject to the following terms, covenants and agreements.

1. GRANT OF RIGHTS. BMC herewith grants to Boat Owner the non-exclusive right to store the boat for in-water winter storage on the property located at 400 Key Hwy, Baltimore, Maryland 21230/500 Harborview Dr. Baltimore, MD 21230, 2775 Lighthouse Point East, Baltimore, MD 21224 or 1800 South Clinton St., Baltimore, MD 21224 (the "Facility").

2. TERM. The term of this Agreement shall be during the dates set forth above. If the Boat is not removed from the Facility following at the end of the term hereof, storage charges shall be payable by Boat Owner on a daily basis at a rate determined in the sole discretion of BIHMC until the Boat is removed.

3. FEES. The storage fees for the Facility and any additional service fees and other fees, shall be due and payable by the Boat Owner to BMC at the address set forth above, in the amounts and on the dates as set forth above. Boat Owner covenants and agrees to pay the fees without prior written demand and without any recoupment, offset or setoff whatsoever. Any payment required to be made hereunder which is not received by BMC within ten (10) days after the date when first due, shall be subject to a late charge equal to five percent (5%) of the amount of the late payment for each such late payment, and shall bear interest at the rate of eighteen percent (18%) per annum accrued from the date when first due (but not more than the maximum allowable legal rate of interest) until paid.

3.1 Deposits are fully refundable until September 1st. After September 2nd, deposits will be non-refundable.

4. USE. Boat Owner covenants and agrees that any use of the Facility, or any other portion of the Marina, excepting use of the Facility by Boat Owner for storage of the Boat, and ingress and egress to the Facility, shall be subject to the written consent of BMC. Boat Owner further agrees that Boat Owner will not use or allow or permit the use of the Facility or the Marina for any undesirable, unlawful or objectionable purpose; that Boat Owner will comply at Boat Owner's expense, with all laws, ordinances, rules, regulations and directions of all governmental authorities affecting Boat Owner's use of the Facility and the Marina, including any applicable board of fire underwriters, and that Boat Owner will indemnify and save harmless BMC for all loss or liability due to Boat Owner's violation or non-compliance with any such laws, ordinances, rules, regulations or directions. Not by limitation of the above, the following rules shall apply to use of the Facility:

4.1 The Boat owner agrees to pay any changes in fees due to the date changes.

4.2 Winter storage does not include storage of trailers.

4.3 The use of torches or open flame, or the storage of flammable or toxic liquids, or any other hazardous equipment is prohibited. The use of electrical equipment or the running of engines of boats stored in the Facility is prohibited.

4.4 No "For sale" or brokerage signs may be erected or placed on the Boat other than those approved by BMC. If the Boat is offered for sale while this Agreement is in effect, BMC must be notified. If the Boat Owner attempts to sell the Boat privately, prospects will not be admitted to the Facility unless accompanied by the Boat Owner or the BMC's agent. If the Boat is listed with a broker, admittance to the Facility will not be permitted unless the broker and/or his prospects are accompanied by the Boat Owner, or notification has been given to BMC.

5. ASSIGNMENT AND SUBLETTING. Boat Owner covenants and agrees not to assign or otherwise transfer all or any part of the rights of Boat Owner under this Agreement, without obtaining the prior written consent of BMC, such consent may be withheld in the sole and absolute subjective discretion of BIHMC. Such consent by BMC shall not constitute a waiver of the requirement of BMC's consent to any subsequent assignment or transfer. This provision shall include any transfer by operation of law.

6. BOAT OWNER'S PROPERTY. Boat Owner shall not remove or attempt to remove any goods or property from the Facility, which were installed or paid for by BMC, without BMC's prior written consent. Upon termination of this Agreement, BMC shall have the right upon ten (10) days written notice to Boat Owner to store or otherwise dispose or retain ownership of any property of Boat Owner left on or about the Facility by Boat Owner.

7. RIGHT OF ENTRY. BMC and its agents and employees shall have the right, without any abatement of fees payable by Boat Owner hereunder, at all reasonable hours, or at any time in an emergency situation, to enter upon or relocate the Boat as deemed necessary by BMC. In connection with the exercise of BMC's rights under this Section, BMC may relocate the Boat temporarily, at BMC's expense, to a location reasonably proximate to the Facility.

8. ALTERATIONS AND REPAIRS BY BOAT OWNER. Without BMC's prior written consent, Boat Owner shall make no alterations or changes in or upon the Facility, or to the equipment, appliances or fixtures therein provided by BMC. A Boat Owner may work on the Boat only if such work does not interfere with the rights, privileges, and safety of other persons or property and is above water line. BMC reserves the right to require any outside mechanic, craftsman or any other persons performing any work on the Boat while in or on the premises of BMC to first provide BMC with a standard certificate of workman's compensation, liability insurance, and marine operators coverage with coverage limits acceptable to BMC, in order to protect the health, safety, welfare and property of BMC and other Boat Owners. Failure to meet these requirements would require that the Boat be removed from the Facility for repairs. Boat Owner must make their own arrangements for all service work, including winterization and neither BMC nor any of its employees, agents, or servants shall be required to convey or communicate any instructions to workmen or mechanics.

9. ALTERATIONS BY BMC. BMC shall have the right, without abatement of fees to be paid by Boat Owner hereunder, at any time, without the same constituting an actual or constructive eviction and without incurring any liability to Boat Owner therefore, to make modifications or additional improvements to the Facility and the Marina, including to change the arrangement or location of entrances or passageways, docks, and other parts of the Marina, and to change the name by which the Marina is commonly known. In connection with the exercise of BMC's rights under this Section, BMC may move the Boat temporarily, at BMC's expense, to an alternate location at the Facility, or relocate the Boat to an alternate Marina facility located reasonably proximate to the Facility, at BMC's expense, to an alternate location at the Facility, or relocate the Boat to an alternate Marina facility located reasonably proximate to the Facility, at BMC's expense, for the remainder of the term of this Agreement.

10. INSURANCE. BMC shall maintain all risk or fire and extended coverage for the Facility only, having such limits and in a form as is commercially reasonable. Boat Owner shall not permit any use of the Facility which will make voidable any insurance on the Facility or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the Fire Insurance Rating Association, or any similar body succeeding to its powers.

Boat Owner shall, during the entire term of this Agreement, keep in full force and effect a policy of public liability, property damage and marine insurance with respect to the Boat, including hull coverage, in such reasonable amounts and with such insurance companies as shall be reasonably approved by BMC. Said policy shall name BMC, Boat Owner, and any mortgagee of the Facility or the Marina as insureds hereunder as their interests may appear. Boat Owner shall deposit with BMC certificates or policies for such insurance at or prior to the commencement of the terms and thereafter within thirty (30) days prior to the expiration of any such policies shall not be canceled without at least thirty (30) days prior written notice to each insured named therein.

Boat Owner further agrees to indemnify and save harmless BMC from and against any and all claims, actions, damages, liability and expense, excepting those claims arising from the willful or criminal acts of BMC, in connection with the loss of life, bodily injury or damage to the Boat, the Facility or the Marina arising from or out of any occurrence in, upon or at the Boat, the Facility or the Marina or any part thereof or occasioned wholly or in part by any act or omission of Boat Owner, Boat Owner's agents, contractors, employees, licensees and invitees. Not by limitation of the above, Boat Owner assumes full responsibility for any damage sustained by reasons of weather, condition of the Boat and preparation of the same for launch and storage. Boat Owner assumes responsibility for any damage caused to the Boat or the facility due to oil or gasoline spillage while the Boat is stored at the Facility. In case BMC, without fault of BMC is made a party to any litigation commenced by or against Boat Owner in connection with the Boat, the Facility, or the Marina, Boat Owner shall protect and hold harmless BMC and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by BMC in connection with such litigation. Boat Owner shall pay all costs, expenses and attorneys' fees that may be incurred or paid by BMC in enforcing any of the covenants and agreements of this Agreement. Any and all such costs, expenses and fees incurred by BMC, as set forth in this Section, shall constitute and be deemed additional fees hereunder.

11. WAIVER OF SUBROGATION. Neither BMC nor Boat Owner shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income or losses under worker's compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees, or anyone for whom such party may be responsible, if any such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Agreement.

12. SUBORDINATION. This Agreement and the rights of Boat Owner arising hereunder are and shall always be subordinate to the operation and effect of any mortgage, deed of trust, or other method or form of financing or refinancing which may now or hereafter affect this Agreement or the real and personal property of which the Facility forms a part, together with all renewals, modifications, consolidations, replacements or extensions or any such mortgage, deeds of trusts or financing.

13. CASUALTY; CONDEMNATION. In case of damage to the facility by fire or other casualty, including a taking under the power of eminent domain or a sale in contemplation of said taking, BMC may cause the damage to the Facility to be repaired, in which event the storage fees hereunder shall be abated or reduced for such period of time as the Facility remains wholly or partially unusable; provided, however, that if the Facility is destroyed or so damaged that BMC shall decide that it is inadvisable to repair the same, BMC shall not be required to repair said damage and BMC, by written notice to Boat Owner within ninety (90) days after such damage, may cancel this Agreement, whereupon this Agreement shall cease and terminate and in such case, rent shall be adjusted to the date when such fire, casualty, or other loss occurred. Boat Owner releases BMC from any obligation to repair any such portion of the improvements at the Facility and from any and all claims for any loss, damage or inconvenience arising from the fire or other casualty, the repairing of any such portion of the improvements or the termination of this Agreement. In the event that BMC elects to repair, in no event shall BMC be required to expend any sum in excess of the insurance proceeds or proceeds of condemnation which are received by BMC as a result of said casualty.

14. DEFAULT. If Boat Owner shall default in the payment of any fees due hereunder, or in the event of default in any other covenants and agreements herein contained, which other defaults shall not be cured within ten (10) days after receipt from BMC of written notice thereof, or if Boat Owner shall commit waste at the Facility or create a nuisance therein, or if Boat Owner shall be declared bankrupt or insolvent according to law or if any assignment shall be made of Boat Owner's property, for the benefit of creditors, then and in such case, BMC may lawfully, without any further notice to Boat Owner, enter into and upon the Boat, without being guilty of or liable for trespassing without relinquishing any rights of BMC against Boat Owner, and maintain possession of the Boat, and declare this Agreement and the rights of Boat Owner hereunder terminated, and all without prejudice to any remedies at law or in equity which might otherwise be used by BMC for arrears of fees or for any breach of Boat Owner's covenants herein contained. If BMC takes possession of the Boat pursuant to this Section, BMC may place the Boat into any land or water storage selected by BMC, and Boat Owner shall reimburse BMC for all costs incurred therefore, including reasonable removal and storage fees, and shall have a lien on the Boat of such amounts. BMC RESERVES THE RIGHT TO REFUSE TO LAUNCH THE BOAT IN THE EVENT ANY MONIES ARE DUE AND REMAIN UNPAID FROM THE BOAT OWNER.

Boat Owner hereby grants a security interest in the Boat to BMC for any payments due or other liabilities of Boat Owner to BMC hereunder . It is understood and agreed that the Boat shall not be removed from its space unless and until all charges for space rental, service and/or materials have been paid in full. Boat Owner further agrees that notwithstanding such reentry, Boat Owner shall remain liable for any rent or damages, including reasonable attorneys' fees, court costs, and other litigation costs, which may be due or sustained as a result thereof. In the event Boat Owner shall breach any provision of this Agreement, Boat Owner agrees to pay to BMC the attorney's fees incurred by BMC together with the expenses of litigation, if any, including court costs, deposition fees and witness fees.

No assent, express or implied, by BMC to any breach by Boat Owner of any of the clauses, stipulations or covenants of this Agreement, including the acceptance of any fees by BMC at any time, shall be deemed or taken to be a waiver of, or assent to, any succeeding breach of the same clause, stipulation or covenant, or any preceding or succeeding breach of any clause, stipulation or covenant, unless such waiver shall be expressed in writing by BMC. All remedies granted hereunder or permitted by law shall be cumulative, and unless inconsistent, may be exercised separately or concurrently or successively. If any provision of this Agreement shall be deemed unenforceable, the remaining terms and conditions of this Agreement shall remain fully enforceable.

15. NOTICES. All notices to be given under this Agreement shall be given in writing, by certified U.S. mail, return receipt requested, postage prepaid, and unless and until other addresses have been specified in writing by the respective parties or either of them, shall be sent to Boat Owner and to BIHMC, at the addresses set forth above or such other addresses either party may give to the other party by notice. Any such notice shall be deemed to be given when deposited in the U.S. mail as stated above.

16. LIABILITY FOR PROPERTY. BIHMC shall not be liable for any injury or damage to persons or properties at the Facility resulting from fire, explosion, gas, electricity, water, rain, snow, or ice at the Facility or the Marina or from the electric or telephone service or other utilities or by any other cause of any nature unless such injury or damage results from the willful or criminal acts of BMC. Not by limitation of the above, BMC is not responsible for minor abrasions on the bottom of the Boat including gel coats, damage to transducers, thru-hull transducers or speed pickups, trim tabs or canvas left in improper positions, damage to canvas or the Boat due to leakage or spills of oil, gasoline or water from other boats, from water, snow or ice collecting in or on the Boat, from damage to slippage of boats with waxed bottoms, or damage to out-drives or outboard engines left in improper position.

17. ENVIRONMENTAL PROTECTION. Boat Owner represents, warrants and covenants that it will not use, store or place upon the Facility or the Marina, nor permit the use, storage or placement upon the Facility or the Marina, of any materials in quantities which, under federal, state or local law, statute, ordinance or regulation, or court or administrative order or decree, or private agreement (hereinafter called "Environmental Requirements"), require special handling in collection, storage, treatment or disposal, including any hazardous or contaminated substances (hereinafter collectively called "Hazardous Substances"). Not by limitation of the above, Boat Owner shall not discharge any substances from the Boat, including treated or untreated effluent from the head or holding tanks, or any waste oil, except as permitted by BMC and the Boat Owner of the Marina. Boat Owner hereby indemnifies and saves BMC harmless from all liabilities, claims, losses, expenses and obligations arising from the use, storage or placement of any Hazardous Substances upon the Facility or the Marina (if brought or placed thereon by Boat Owner, its agents, employees, contractors, licensees or invitees), which obligations shall survive the expiration or termination of this Agreement.

18. SUCCESSORS. All rights and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind their respective heirs, personal representatives, successors and assigns; provided, however, that no rights shall inure to the benefit of any assignee of Boat Owner unless the assignment to such assignee has been approved in writing by BMC as herein before provided.

STANDARD TERMS OF BOAT STORAGE AGREEMENT FOR BALTIMORE MARINE CENTER  
1800 S. CLINTON STREET, BALTIMORE, MD 21224

1. GRANT OF RIGHTS. BMC herewith grants to Boat Owner the non-exclusive right to use the boat storage facility located at 1800 S. Clinton St., Baltimore, Maryland 21224 (the "Facility"), for the storage of the Boat.

2. TERM. The term of this Agreement shall be during the dates set forth in the applicable Boat Storage Agreement. If the Boat is not removed from the Facility following the end of the term, storage charges shall be payable by Boat Owner on a daily basis at a daily rate determined in the sole discretion of BMC until the Boat is removed.

3. FEES. The storage fees for the Facility shall be due and payable upon execution of the Boat Storage Agreement unless otherwise indicated, and any additional service fees and other fees, shall be due and payable by the Boat Owner to BMC at the address set forth above, in the amounts and on the dates as set forth in the Boat Storage Agreement or as billed from time to time by BMC. Boat Owner covenants and agrees to pay the fees without prior written demand and without any recoupment, offset or setoff whatsoever. Any payment required to be made hereunder which is not received by Boat Owner within ten (10) days after the date when first due, shall be subject to a late charge equal to five percent (5%) of the amount of the late payment for each such late payment, and shall bear interest at the rate of eighteen percent (18%) per annum accrued from the date when first due (but not more than the maximum allowable legal rate of interest) until paid.

4. USE. Boat Owner covenants and agrees that any use of the Facility, or any other portion of the Marina, with the exception of use of the Facility by Boat Owner for storage of the Boat, and ingress and egress to the Facility, shall be subject to the written consent of BMC. In addition to the above, Boat Owner shall have the right to use certain restroom and shower facilities as designated by BMC in its sole discretion. Boat Owner further agrees that Boat Owner will not use or allow or permit the use of the Facility or the adjoining marina for any undesirable, unlawful or objectionable purpose. That Boat Owner will comply at Boat Owner's expense, with all laws, ordinances, rules, regulations and directions of all governmental authorities affecting Boat Owner's use of the Facility and the marina, including any applicable board of fire underwriters, and in accordance with the rules and regulations issued by BMC (each as amended from time to time), all of which documents Boat Owner hereby acknowledges having received and reviewed, that Boat Owner will indemnify and save harmless BMC for all loss or liability due to Boat Owner's violation or non-compliance with any such laws, ordinances, rules, regulations or directions. Not by limitation of the above, the following rules shall apply to use of the Facility:

4.1 In the case of indoor or outdoor Dry Rack or Dry Sailing Storage, BMC will launch and return the Boat on a daily basis, limited to one (1) launch and return per boat per day, during the posted hours of operation. Any additional launches shall be billed separately, payable at the time of launch, based on such charges as BMC may establish from time to time.

4.2 Only those persons identified in the Boat Storage Agreement as Boat Owners or others designated in writing to BMC by Boat Owners shall be entitled to cause the boat to be launched, and all such persons must be at least eighteen (18) years of age or older. BMC reserves the right to require identification of any person requesting the launch of the boat.

4.3 Boat Owner shall prepare the Boat for launch and storage (trim tabs must be in the full upright position). BMC shall not be responsible for removal or reinsertion of drain plug, if any, removal and replacement of awnings or canvas, if any, or other matters required for a particular boat.

4.4 Hi & dry rack storage and winter yard storage does not include storage of trailers. Trailers can not be stored at the Facility.

4.5 BMC may refuse to launch the Boat where the launch (i) involves unreasonable risk, in BMC's sole discretion, or (ii) conflicts with any federal, state, or city law, regulation or order.

4.6 The use of torches or open flame, or the storage of flammable or toxic liquids, or any other hazardous equipment is prohibited. The use of electrical equipment or the running of engines of boats stored in the Facility is prohibited.

4.7 BMC reserves the right to require the installation of an automatic halon fire extinguisher in the engine compartment of the Boat prior to storage in rack building.

4.8 No "for sale" or brokerage signs may be erected or placed on the Boat other than those approved by BMC. If the Boat is offered for sale while this Agreement is in effect, BMC must be notified. If the Boat Owner attempts to sell the Boat privately, prospects will not be admitted to the Facility unless accompanied by the Boat Owner or the BMC's agent. If the Boat is listed with a broker, admittance to the Facility will not be permitted unless the broker and/or his prospects are accompanied by the Boat Owner, or notification has been given to BMC in writing.

4.9 BMC will provide "Launch Slips" for use by Boat Owner for launch and recovery of the Boat for a period not to exceed two (2) hours unless the Facility is closed or otherwise permitted by BMC. In the event Boat owner requires the use of a Launch Slip for more than two (2) hours or requires the use of any other slip in the Marina, the Boat Owner must contact the BMC office for approval. Any unauthorized use of side-ties, slips, or walkways will be billed at the per diem rate. BMC reserves the right to move the Boat from any unauthorized location at the expense of the Boat Owner, and Boat Owner expressly authorizes BMC to board, operate, tow, or recover the Boat for these purposes. Boat Owner further agrees that in the event of such relocation to hold BMC harmless as described in Section 9 of this Agreement.

NOTE: Use of any slip, side-tie, or walkway during any major holiday such as Memorial Day, Fourth-of-July, or Labor Day, or any local festival or special event is not permitted unless previously scheduled through the BMC Office. BMC will charge for the use of slips during these occasions. Unauthorized use will be billed at the per diem rate.

4.10 Boat Owner agrees that BMC will not be held responsible for any movable personal property left on the Boat whether or not the Boat is stored indoors or outdoors.

5. ASSIGNMENT AND SUBLETTING. Boat Owner covenants and agrees not to assign or otherwise transfer all or any part of the rights of Boat Owner under this Agreement, without obtaining the prior written consent of BMC, such consent may be withheld in the sole and absolute subjective discretion of BMC. Such consent by BMC shall not constitute a waiver of the requirement of BMC's consent to any subsequent assignment or transfer. This provision shall include any transfer by operation of law.

6. DISPOSITION OF BOAT OWNER'S PROPERTY AFTER TERMINATION. Upon termination of this Agreement, BMC shall have the right upon ten (10) days written notice to Boat Owner to store or otherwise dispose or retain ownership of any property of Boat Owner left on or about the Facility by Boat Owner.

7. UTILITIES. In the event of any interruption or failure in the supply of any utilities to the Facility, BMC shall in no event be liable to Boat Owner as a result thereof.

8. MAINTENANCE. BMC shall be responsible for the repair of all portions of the Facility, unless the cause for any repair or maintenance thereof is caused by the willful acts or negligence of Boat Owner, or Boat Owner's agents, contractors, employees, licensees or invitees, in which latter event, Boat Owner, at Boat Owner's sole cost and expense, rather than BMC, shall be responsible for the maintenance and repair of same.

9. RIGHT OF ENTRY. BMC and its agents and employees shall have the right, without any abatement of fees payable by Boat Owner hereunder, at all reasonable hours, or at any time in an emergency situation, to enter upon or relocate the Boat as deemed necessary by BMC. In connection with the exercise of BMC's rights under this Section, BMC may relocate the Boat temporarily, at BMC's expense, to a location reasonably proximate to the Facility. Boat Owner hereby expressly holds BMC harmless for any damage to property or other loss arising out of BMC's right of entry hereunder.

10. ALTERATIONS AND REPAIRS BY BOAT OWNER. Without BMC's prior written consent, Boat Owner shall make no alterations or changes in or upon the Facility, or to the equipment, appliances or fixtures therein provided by BMC. Boat Owner shall not remove or attempt to remove any goods or property from the Facility which were installed or paid for by BMC, without BMC's prior written consent. A Boat Owner may work on the Boat only in the designated work rack area and only if such work does not interfere with the rights, privileges, and safety of other persons or property. BMC reserves the right to require any outside mechanic, craftsman or any other persons performing any work on the Boat while in or on the premises of BMC to first provide BMC with a standard certificate of workman's compensation and liability insurance coverage with coverage limits acceptable to BMC, in order to protect the health, safety, welfare and property of BMC and other Boat Owners. Failure to meet these requirements would require that the Boat be removed from the Facility for repairs. Boat Owner must make its own arrangements for all service work, including winterization and neither BMC nor any of its employees, agents, or servants shall be required to convey or communicate any instructions to workmen or mechanics.

11. ALTERATIONS BY BMC. BMC shall have the right, without abatement of fees to be paid by Boat Owner hereunder, at any time, without the same constituting an actual or constructive eviction and without incurring any liability to Boat Owner therefore, to make modifications or additional improvements to the Facility and the Marina, including to change the arrangement or location of entrances or passageways, docks, and other parts of the Marina, and to change the name by which the Marina is commonly known. In connection with the exercise of BMC's rights under this Section, BMC may move the Boat temporarily, at BMC's expense, to an alternate location at the Facility, or relocate the Boat to an alternate Marina facility located reasonably proximate to the Facility, at BMC's expense, for the remainder of the term of this Agreement. Boat Owner agrees to hold BMC harmless in the event the Boat is moved according to Section 9 of this Agreement. Boat Owner understands that various aspects of the Facility and the adjoining marina are under construction and Boat Owner shall follow all instructions of BMC regarding use of the Facility and the adjoining marina during any such construction.

## 12. INSURANCE.

12.1 BMC shall maintain all risk or fire and extended coverage for the Facility only, having such limits and in a form as is commercially reasonable. Boat Owner shall not permit any use of the Facility which will void any insurance on the Facility or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the Fire Insurance Rating Association, or any similar body succeeding to its powers.

12.2 Boat Owner shall, during the entire term of this Agreement, keep in full force and effect a policy of public liability, property damage and marine insurance with respect to the Boat, including hull coverage, in such reasonable amounts and with such insurance companies as shall be reasonably approved by BMC. Said policy shall name BMC, Boat Owner, and any mortgagee of the Facility or the Marina as insureds there under as their interests may appear. Boat Owner shall deposit with BMC certificates or policies for such insurance at or prior to the commencement of the terms and thereafter within thirty (30) days prior to the expiration of any such policies shall not be canceled without at least thirty (30) days prior written notice to each insured named therein.

12.3 Boat Owner further agrees to indemnify and hold harmless BMC from and against any and all claims, actions, damages, liability and expense, excepting those claims arising from the willful or criminal acts of BMC, in connection with the loss of life, bodily injury or damage to the Boat, the Facility or the Marina arising from or out of any occurrence in, upon or at the boat, the Facility or the Marina or any part thereof or occasioned wholly or in part by any act or omission of Boat Owner, Boat Owner's agents, contractors, employees, licensees and invitees. Not by limitation of the above, Boat Owner assumes full responsibility for any damage sustained by reasons of weather, condition of the Boat and preparation of the same for launch and storage and is also respon-

sible for securely tying the Boat to the dock while the Boat remains in the water. Boat Owner assumes responsibility for any damage caused to the Boat due to oil or gasoline spillage while the Boat is stored in rack. In case BMC, without fault of BMC is made a party to any litigation commenced by or against Boat Owner in connection with the Boat, the Facility, or the Marina, Boat Owner shall protect and hold harmless BMC and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by BMC in connection with such litigation. Boat Owner shall pay all costs, expenses and attorneys' fees that may be incurred or paid by BMC in enforcing any of the covenants and agreements of this Agreement. Any and all such costs, expenses and fees incurred by BMC, as set forth in this Section, shall constitute and be deemed additional fees hereunder.

12.4 BMC is not responsible for the theft of any vessel or parts thereof, including that of any and all personal property or any equipment on board.

13. WAIVER OF SUBROGATION. Neither BMC nor Boat Owner shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income or losses under worker's compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees, or anyone for whom such party may be responsible, if any such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Agreement.

14. SUBORDINATION. This Agreement and the rights of Boat Owner arising hereunder are and shall always be subordinate to the operation and effect of any mortgage, deed of trust, or other method or form of financing or refinancing which may now or hereafter affect this Agreement or the real and personal property of which the Facility forms a part, together with all renewals, modifications, consolidations, replacements or extensions or any such mortgage, deeds of trusts or financing.

15. CASUALTY; CONDEMNATION. In case of damage to the facility by fire or other casualty, including a taking under the power of eminent domain or a sale in contemplation of said taking, BMC may cause the damage to the Facility to be repaired, in which event the storage fees hereunder shall be abated or reduced for such period of time as the Facility remains wholly or partially unusable; provided, however, that if the Facility is destroyed or so damaged that BMC shall decide that it is inadvisable to repair the same, BMC shall not be required to repair said damage and BMC, by written notice to Boat Owner within ninety (90) days after such damage, may cancel this Agreement, whereupon this Agreement shall cease and terminate and in such case, rent shall be adjusted to the date when such fire, casualty, or other loss occurred. Boat Owner releases BMC from any obligation to repair any such portion of the improvements at the Facility and from any and all claims for any loss, damage or inconvenience arising from the fire or other casualty, the repairing of any such portion of the improvements or the termination of this Agreement. In the event that BMC elects to repair, in no event shall BMC be required to expend any sum in excess of the insurance proceeds or proceeds of condemnation which are received by BMC as a result of said casualty.

16. DEFAULT. If Boat Owner shall default in the payment of any fees due hereunder, or in the event of default in any other covenants and agreements herein contained, which other defaults shall not be cured within ten (10) days after receipt from BMC of written notice thereof, or if Boat Owner shall commit waste at the Facility or create a nuisance therein, or if Boat Owner shall be declared bankrupt or insolvent according to law or if any assignment shall be made of Boat Owner's property, for the benefit of creditors, then and in such case, BMC may lawfully, without any further notice to Boat Owner, declare all scheduled payments to be immediately due and payable, enter into and upon the Boat, without being guilty of or liable for trespassing without relinquishing any rights of BMC against Boat Owner, and maintain possession of the Boat, and declare this Agreement and the rights of Boat Owner hereunder terminated, and all without prejudice to any remedies at law or in equity which might otherwise be used by BMC for arrears of fees or for any breach of Boat Owner's covenants herein contained. If BMC takes possession of the Boat pursuant to this Section, BMC may place the Boat into any land or water storage selected by BMC, and Boat Owner shall reimburse BMC for all costs incurred therefore, including reasonable removal and storage fees. BMC RESERVES THE RIGHT TO REFUSE TO LAUNCH THE BOAT IN THE EVENT ANY MONIES ARE DUE AND REMAIN UNPAID FROM THE BOAT OWNER. It is understood and agreed that the Boat shall not be removed from its space unless and until all charges for space rental, service and/or materials have been paid in full. Boat Owner further agrees that notwithstanding such reentry, Boat Owner shall remain liable for any rent or damages, including reasonable attorneys' fees, court costs, and other litigation costs, which may be due or sustained as a result thereof. In the event Boat Owner shall breach any provision of this Agreement, Boat Owner agrees to pay to BMC the attorney's fees incurred by BMC together with the expenses of litigation, if any, including court costs, deposition fees and witness fees. Boat Owner acknowledges that BMC shall have a lien under Title 16 of the Commercial Law Article of the Annotated Code of Maryland for all unpaid charges under this agreement, including but not limited to scheduled storage fees, expenses for boarding, security, moving and storing the Boat, as well as any late charges, interest, attorneys fees, court costs, necessary repairs to protect the Boat and all other expenses incurred by BMC arising out of or in connection with this agreement and any default hereunder by Boat Owner. Boat Owner expressly grants a lien and security interest to BMC to secure the payment of any such sums. In addition, all charges set forth in this agreement shall be deemed "necessaries" to a vessel within the meaning of 46 U.S.C. Section 31342 (a) and consequently, BMC shall have a maritime lien on the Boat, enforceable in the United States District Courts.

17. NO WAIVER. No assent, express or implied, by BMC to any breach by Boat Owner of any of the clauses, stipulations or covenants of this Agreement, including the acceptance of any fees by BMC at any time, shall be deemed or taken to be a waiver of, or assent to, any succeeding breach of the same clause, stipulation or covenant, or any preceding or succeeding breach of any clause, stipulation or covenant, unless such waiver shall be expressed in writing by BMC. All remedies granted hereunder or permitted by law shall be cumulative, and unless inconsistent, may be exercised separately or concurrently or successively. If any provision of this Agreement shall be deemed unenforceable, the remaining terms and conditions of this Agreement shall remain fully enforceable.

18. NOTICES. All notices to be given under this Agreement shall be given in writing, by certified U.S. mail, return receipt requested, postage prepaid, and unless and until other addresses have been specified in writing by the respective parties or either of them, shall be sent to Boat Owner and to BMC, at the addresses set forth in the Boat Storage Agreement or such other addresses either party may give to the other party by notice. Any such notice shall be deemed to be given when deposited in the U.S. mail as stated above.

19. LIABILITY FOR PROPERTY. BMC shall not be liable for any injury or damage to persons or properties at the Facility resulting from fire, explosion, gas, electricity, water, rain, snow, or ice at the Facility or the Marina or from the electric or telephone service or other utilities or by any other cause of any nature unless such injury or damage results from the willful or criminal acts of BMC. Not by limitation of the above, BMC is not responsible for minor abrasions on the bottom of the Boat including gel coats, damage to transducers, thru-hull transducers or speed pickups, trim tabs or canvas left in improper positions, damage to canvas or the Boat due to leakage or spills of oil, gasoline or water from other boats, from water, snow or ice collecting in or on the Boat, from damage to slippage of boats with waxed bottoms, or damage to out-drives or outboard engines left in improper position.

20. ENVIRONMENTAL PROTECTION. Boat Owner represents, warrants and covenants that it will not use, store or place upon the Facility or the Marina, nor permit the use, storage or placement upon the Facility or the Marina, of any materials in quantities which, under federal, state or local law, statute, ordinance or regulation, or court or administrative order or decree, or private agreement (hereinafter called "Environmental Requirements"), require special handling in collection, storage, treatment or disposal, including any hazardous or contaminated substances (hereinafter collectively called "Hazardous Substances"). Not by limitation of the above, Boat Owner shall not discharge any substances from the Boat, including treated or untreated effluent from the head or holding tanks, or any waste oil, except as permitted by BMC and the Boat Owner of the Marina. Boat Owner hereby indemnifies and saves BMC harmless from all liabilities, claims, losses, expenses and obligations arising from the use, storage or placement of any Hazardous Substances upon the Facility or the Marina (if brought or placed thereon by Boat Owner, its agents, employees, contractors, licensees or invitees), which obligations shall survive the expiration or termination of this Agreement.

21. SUCCESSORS. All rights and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind their respective

parties hereto shall extend to and bind their respective heirs, personal representatives, successors and assigns; provided, however, that no rights shall inure to the benefit of any assignee of Boat Owner unless the assignment to such assignee has been approved in writing by BMC as herein before provided.

22. INTEGRATION. This Boat Storage Agreement shall constitute the entire agreement between the parties and no modification of this agreement shall be enforceable unless it is in writing and signed by the party to be charged.

23. CHOICE OF LAW AND VENUE. This Agreement shall be deemed to be made in Baltimore City and shall be governed by the laws of the State of Maryland and the Maritime laws of the United States of America. Any action brought to enforce a claim under State law may be brought in any court of competent jurisdiction in the City of Baltimore, Maryland and Boat Owner hereby consents to such venue. Any action to enforce a claim under the Maritime laws of the United States may be brought in any United States District Court having appropriate jurisdiction over the Boat, or in the United States District Court for the District of Maryland at the election of BMC.

24. BMC reserves the right to remove any vehicle that is parked in an unauthorized space (Fire Lane, Fire Hydrant, Loading/Unloading Zone and/or Handicapped Space). Vehicle owner will be responsible for any expenses incurred for removal, storage of vehicle or damages that may occur.

25. Motorized vehicles, scooters, carts and bicycles are prohibited from being operated by non-BMC employees on Marina piers and sidewalks. Operation of these units by non-BMC employees is restricted to the parking lots. Operators must adhere to all State of Maryland Department of Transportation vehicle laws and regulations. Fire regulations also prohibit vehicles, scooters, carts and bicycles from being stored in any building within the BMC complex. They can be stored in the garage and/or mini-storage units.

26. Cancellation: BMC reserves the right to cancel this agreement for any reason with a minimum of sixty (60) days notice of such cancellation. In the event that Baltimore Marine Center cancels this agreement, a prorated refund will be issued to the Boat Owner. Meter monitors electrical usage. Any usage exceeding 12% of annual slip charges, excluding other inclusive charges, will be billed monthly to the Boat Owner.

Coupons will be issued for three (3) scheduled haul and power-washes. A coupon must be rendered to the operator when your vessel is serviced or the charges will be the responsibility of the boat owner. Coupons are non-replaceable if lost or stolen. Haul and power-washes will not be performed without charging the appropriate fees to the boat owner unless a valid coupon is presented at the time of service.

1. GRANT OF RIGHTS. Landlord herewith grants to Tenant (i) the exclusive right to use and enjoy the boat slip and adjoining improvements in the Slip License Agreement between Landlord and Tenant (the "Slip") at the Marina adjacent to the land at 2780B Lighthouse Point East, Baltimore, Maryland 21224 for the mooring of that certain boat described therein (the "Boat"), Tenant acknowledges that Tenant has inspected the Slip and is satisfied with its condition.

2. RENTAL. The rental for the Slip shall be in the amount as set forth in the said Slip License Agreement and any additional rental as provided herein shall be due and payable from Tenant to Landlord at the address set forth above. Tenant covenants and agrees to pay the rent without prior written demand and without any recoupment, offset or setoff whatsoever. All sums of money, other than the annual rental, required to be paid by Tenant to Landlord or any third party under the terms of this Agreement shall be considered additional rent. Any payment required to be made hereunder which is not received by Landlord within ten (10) days after the date when first due, shall be subject to a late charge equal to five percent (5%) of the amount of the late payment for each such late payment, and shall bear interest at the rate of eighteen percent (18%) per annum accrued from the date when first due (but not more than the maximum allowable legal rate of interest) until paid.

3. USE. Tenant covenants and agrees that any use of the Slip, or any other portion of the Marina excepting use of the Slip by Tenant for mooring the Boat, and ingress and egress to the Slip, shall be subject to the written consent of Landlord. Tenant further agrees that Tenant will not use or allow or permit the use of the Slip or the Marina for any undesirable, unlawful or objectionable purpose; that Tenant will comply at Tenant's expense, with all laws, ordinances, rules, regulations and directions of all governmental authorities affecting Tenant's use of the Slip and the Marina, including any applicable board of fire underwriters, and in accordance with the terms and conditions of that certain Membership Agreement by and between Landlord and the Marina identified above, including the provisions of the Articles of Incorporation, Bylaws and the Marina Rules as referenced therein, and the rules and regulations of BMC, the operator of the Slip (all as amended from time to time), all of which documents Tenant hereby acknowledges having received and reviewed; that Tenant will indemnify and save harmless Landlord for all loss or liability due to Tenant's violation or noncompliance with any such laws, ordinances, rules, regulations or directions. Tenant shall at all times keep the Boat properly secured and moored, and in good condition and repair, so as not to cause any damage to the Marina. Tenant shall not create or cause to be created any nuisance at the Slip or the Marina and shall not permit any waste thereof. Tenant shall not place any signs or other objects upon the Slip or paint or otherwise deface the surface of the Slip, except with the prior written approval of Landlord. Tenant shall remove all signs at the termination of this Agreement. Such installations and removals shall be made in such manner as to avoid injury, defacement, or overloading of the Slip and other improvements.

4. ASSIGNMENT AND SUBLETTING. Tenant covenants and agrees not to sublet, or assign or otherwise transfer all or any part of the Slip or any other rights of Tenant under this Agreement in whole or in part, without obtaining the prior written consent thereof by Landlord, such consent which may be withheld in the sole and absolute subjective discretion of the Landlord. Such consent by Landlord shall not constitute a waiver of the requirement of Landlord's consent to any subsequent assignment, subletting or transfer. This provision shall include any transfer by operation of law.

5. TENANT'S PROPERTY. Upon termination of this Agreement, Landlord shall have the right upon ten (10) days written notice to Tenant to store or otherwise dispose of or retain ownership to any property of Tenant left on or about the Slip by Tenant. Tenant shall not remove or attempt to remove any goods or property from the Slip, which were installed or paid for by Landlord, without Landlord's prior written consent.

6. UTILITIES. Tenant shall pay to Landlord, or at Landlord's election, directly to the public utility companies all charges for gas, electricity, fuel, telephone services, cable television, water and sewer charges, and any other utility services separately metered with respect to the Slip. In the event of any interruption or failure in the supply of any utilities to the Slip, Landlord shall in no event be liable to Tenant as a result thereof. Electrical usage is monitored by meter at each individual slip. A utility fee (electric, cable television, water/sewage and wireless internet) will be billed monthly to Boat Owner/Tenant based on metered usage. There will be a minimum monthly utility fee accessed to all slip-holders. Fees will be processed automatically on the supplied credit card. Customer will have thirty (30) days to dispute fees. Failure to pay any utility charge billed by Landlord when due shall constitute an event of default hereunder. In the event that the Slip is rented on a transient basis when Tenant is not occupying the Slip, such transients shall be charged a daily utility charge and Tenant will receive a credit against its regular monthly utility bill for 80% of the daily charge paid by Transients. During the winter, commencing and ending on date specified by BMC, water service will be provided in such amounts and at such locations as BMC shall determine in its sole discretion. A water source will be available for live-a-boards to obtain water through the winter months, but will not be available at the individual slips.

7. MAINTENANCE. Tenant covenants and agrees to maintain the Slip in a clean and orderly condition, except that Landlord shall be responsible for the repair and maintenance of all portions of the Slip, and all utility conduits serving the Slip, unless the cause for any repair or maintenance thereof is caused by the willful acts or negligence of Tenant, or Tenant's agents, contractors, employees, licensees or invitees, in which latter event, Landlord may undertake the maintenance and repair in regard thereto, and charge the cost thereof to Tenant as additional rent. Tenant shall give prompt notice to Landlord of any defects or breakage with respect to the Slip. Tenant shall use only those dumpsters, as BMC shall designate from time to time.

8. RIGHT OF ENTRY. Landlord and its agents and employees shall have the right, without any abatement of rent, at all reasonable hours, or at any time in an emergency situation, to enter upon the Slip for the

purposes of showing or inspecting the same and/or to make such repairs or improvements thereto as may be desirable. Tenant agrees to notify Landlord five (5) days in advance (i) of any period where the Slip shall remain vacant for five (5) or more consecutive days, or (ii) if the Slip will be vacant on Memorial Day, Labor Day, the Fourth of July holiday or Fells Point Festival weekends. Tenant shall also advise Landlord in advance to the extent reasonably possible if the Slip will be vacant for all or most of any weekend, or any other period of time in excess of two (2) days. Landlord shall have the right during any such period where the Slip is vacant at no cost to Landlord to temporarily use, reassign and/or lease the Slip, provided that Landlord shall make arrangements to have the Slip vacated and available for Tenant's use prior to the date and time that Tenant notifies Landlord that the Boat will return. Tenant/Boat Owner hereby expressly holds BMC harmless for any damage to property or other loss arising out of BMC's right of entry hereunder.

9. ALTERATIONS BY TENANT. Without Landlord's prior written consent, Tenant shall make no alterations or changes in or upon the Slip, including the addition of carpeting, chests, boxes, steps, ramps, lifts, or other structures to any piers, or to the equipment, appliances or fixtures therein provided by Landlord, or install any new equipment that may necessitate any changes or additions to or require any expansion of any of the mechanical or other systems therein, including the addition of carpeting, chests, boxes, steps, ramps or other structures, to any piers, water or sewage lines or facilities, tamper with any utility wiring, or make any alterations of any kind or construct or alter any structure on the fast land. Any alterations or changes permitted by Landlord shall become the property of Landlord and shall remain on the Slip following the term hereof unless Landlord instructs Tenant in writing to remove same, in which case such alteration and changes shall be promptly removed and Tenant shall return the Slip to its condition at the beginning of the Term. An Owner may work on the Boat only if such work does not interfere with the rights, privileges, and safety of other persons or property. BMC reserves the right to require any outside mechanic, craftsman or any other persons performing any work on the Boat while in or on the premises to first provide BMC with a standard certificate of workman's compensation and liability insurance coverage with coverage limits acceptable to BMC, in order to protect the health, safety, welfare and property of BMC and other Owners. Failure to meet these requirements would require that the Boat be removed from the Slip for repairs. Owner must make its own arrangements for all service work, including winterization and neither B.M.C. nor any of its employees, agents, or servants shall be required to convey or communicate any instructions to workmen or mechanics. In the event of any violation of this section, Landlord shall have the right to take such action and expend such funds as are necessary to correct the violation and any such expense shall be additional rent hereunder and shall be payable upon receipt of a bill therefore.

10. ALTERATIONS BY LANDLORD. Landlord shall have the right, without abatement of rent, at any time, without the same constituting an actual or constructive eviction and without incurring any liability to Tenant therefor, to make modifications or additional improvements to the Slip and the Marina, including to change the arrangement and/or location of entrances or passageways, docks, and other parts of the Marina, and to change the name by which the Marina is commonly known. In connection with the exercise of Landlord's rights under this Section, Landlord may (i) move the Boat temporarily, at Landlord's expense, to a location reasonably proximate to the Slip, including to hi & dry rack storage or (ii) relocate the Boat to an alternate Slip at the Marina, at Landlord's expense, for the remainder of the term of this Agreement.

11. INSURANCE. Landlord shall maintain all risk or fire and extended coverage for the Slip, having such limits and in a form as is commercially reasonable. Tenant/Boat Owner shall not permit any use of the Slip which will make voidable any insurance on the Slip or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the Fire Insurance Rating Association, or any similar body succeeding to its powers.

11.1 Tenant shall, during the entire term of this Agreement, keep in full force and effect a policy of public liability and property damage insurance with respect to the Slip in such reasonable amounts and with such insurance companies as shall be reasonably selected by Landlord. Said policy shall name Landlord, Tenant, and any mortgagee of the Slip or the Marina as "Additional Insured" there-under as their interests may appear. Tenant shall deposit with Landlord certificates or policies for such insurance at or prior to the commencement of the term and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates and policies shall provide that such policies shall not be canceled without at least thirty (30) days prior written notice to each insured named therein.

11.2 Tenant further agrees to indemnify and save harmless Landlord from and against any and all claims, actions, damages, liability and expense, excepting those claims arising from the willful or criminal acts of Landlord, in connection with the loss of life, bodily injury and/or damage to the Slip, the Boat, or the Marina arising from or out of any occurrence in, upon or at the Slip, the Boat, or the Marina or any part thereof or occasioned wholly or in part by any act or omission of Tenant, Tenant's agents, contractors, employees, licensees and invitees. In case Landlord, without fault of Landlord is made a party to any litigation commenced by or against Tenant in connection with the Slip, the Boat, or the Marina, Tenant shall protect and hold harmless Landlord and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation. Tenant shall pay all reasonable costs, expenses and reasonable attorneys' fees that may be incurred or paid by Landlord in enforcing any of the covenants and agreements of this Agreement. Any and all such costs, expenses and fees incurred by Landlord, as set forth in this Section, shall constitute and be deemed additional rental hereunder.

11.3 BMC is not responsible for the theft of any vessel or parts thereof, including that of any and all personal property or any equipment on board.

12. WAIVER OF SUBROGATION. Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income or losses under worker's compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees, or anyone for whom such party may be responsible, if any such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Agreement.

13. SUBORDINATION. This Agreement and the rights of Tenant arising hereunder are and shall always be subordinate to the operation and effect of any mortgage, deed of trust, or other method or form of financing or refinancing which may now or hereafter affect this Agreement or the real and personal property of which the Slip forms a part, together with all renewals, modifications, consolidations, replacements or extensions of any such mortgage, deeds of trusts or financing. This clause shall be self-operative and no further instrument of subordination shall be required, provided, however, that Tenant agrees, upon request, to confirm such subordination by execution of any certificate within ten (10) days after the request therefor, by Landlord, and upon Tenant's failure to so provide same, Landlord may, as agent and attorney in fact of Tenant, execute, acknowledge and deliver the same and Tenant hereby irrevocably nominates, constitutes and appoints Landlord as Tenant's legal attorney in fact for such purposes and hereby ratifies and confirms any such instrument executed, acknowledged and delivered by Landlord by virtue of such authority.

14. CASUALTY; CONDEMNATION. In case of damage to the Slip by fire or other casualty, including a taking under the power of eminent domain or a sale in contemplation of said taking, Landlord may cause the damage to be repaired, in which event the rent shall be abated or reduced for such period of time as the Slip remains wholly or partially untenable; provided, however, that if the Slip is destroyed or so damaged that Landlord shall decide that it is inadvisable to repair the same, Landlord shall not be required to repair said damage and Landlord, by written notice to Tenant within ninety (90) days after such damage, may cancel this Agreement, whereupon this Agreement shall cease and terminate and in such case, rent shall be adjusted to the date when such fire, casualty or other loss occurred. Tenant releases Landlord from any obligation to repair any such portion of the improvements at the Slip and from any and all claims for any loss, damage or inconvenience arising from the fire or other casualty, the repairing of any such portion of the improvements or the termination of this Agreement. In the event that Landlord elects to repair, in no event shall Landlord be required to expend any sum in excess of the insurance proceeds or proceeds of condemnation, which are received by Landlord as a result of said casualty.

15. DEFAULT. If Tenant shall default in the payment of rent due hereunder, or in the event of default in any other covenants and agreements herein contained, which other defaults shall not be cured within ten (10) days after receipt from Landlord of written notice thereof, or if Tenant shall vacate or abandon

the Slip or commit waste thereon or create a nuisance therein, or if Tenant shall be declared bankrupt or insolvent according to law or if any assignment shall be made of Tenant's property, for the benefit of creditors, then and in such case, Landlord may lawfully, without any further notice to Tenant, declare all scheduled payments to be immediately due and payable, enter into and upon the Slip and improvements, without being guilty of or liable for trespassing without relinquishing any rights of Landlord against Tenant, and repossess the same and declare this Agreement and the rights of Tenant hereunder terminated, and expel Tenant and those claiming under Tenant, and Landlord shall be entitled to the benefit of all provisions of State, County and local laws respecting the speedy recovery of lands and tenements held over by tenants or proceedings in forcible entry and detainer, and all without prejudice to any remedies at law or in equity which might otherwise be used by Landlord for arrears of rent or for any breach of Tenant's covenants herein contained. If Landlord takes possession of the Slip pursuant to this Section, and Tenant fails to remove the Boat and any other boat therefrom, Landlord may place the Boat or any other boat into any land or water storage selected by Landlord, and Tenant shall reimburse Landlord for all costs incurred therefor, including reasonable removal and storage fees, and shall have a lien on the Boat and any such other boat for such amounts. Tenant further agrees that notwithstanding such reentry, Tenant shall remain liable for any rent or damages, including reasonable attorneys' fees, which may be due or sustained as a result thereof. In the event Tenant shall breach any provision of the Agreement, Tenant agrees to pay to Landlord the attorney's fees incurred by Landlord together with the expenses of litigation, if any, including court costs, deposition fees and witness fees, and Tenant further agrees to pay the costs and expenses incurred by Landlord in releasing or attempting to release the Slip. Boat Owner acknowledges that BMC shall have a lien under Title 16 of the Commercial Law Article of the Annotated Code of Maryland for all unpaid charges under this agreement, including but not limited to scheduled storage fees, expenses for boarding, security, moving and storing the Boat, as well as any late charges, interest, attorneys fees, court costs, necessary repairs to protect the Boat and all other expenses incurred by BMC arising out of or in connection with this agreement and any default hereunder by Boat Owner. Boat Owner expressly grants a lien and security interest to BMC to secure the payment of any such sums. An Express Mechanic's Lien is hereby acknowledged on the aforementioned vessel to secure the amount due for Slip Lease and all other applicable charges due to BMC. Tenant/Boat Owner understands that his/her boat will not be released until payment is made in full. If vessel is removed from BMC property, without BMC consent, BMC has the right to retrieve said vessel and impound it until full payment of service fees and recovery fees is received. In addition, all charges set forth in this agreement shall be deemed "necessaries" to a vessel within the meaning of 46 U.S.C. Section 31342 (a) and consequently, BMC shall have a maritime lien on the Boat, enforceable in the United States District Courts. Tenant/Boat Owner hereby waives his/her right to receive written notification of BMC's intent to execute its rights under this contract.

15.1 No assent, express or implied, by Landlord to any breach by Tenant of any of the clauses, stipulations or covenants of this Agreement, including the acceptance of any rent by Landlord at any time, shall be deemed or taken to be a waiver of, or assent to, any succeeding breach of the same clause, stipulation or covenant, or any preceding or succeeding breach of any clause, stipulation or covenant, unless such waiver shall be expressed in writing by Landlord. All remedies granted hereunder or permitted by law shall be cumulative, and unless inconsistent, may be exercised separately or concurrently or successively. If any provision of this Agreement shall be deemed unenforceable, the remaining terms and conditions of this Agreement shall remain fully enforceable.

16. NOTICES. All notices to be given under this Agreement shall be given in writing, by certified U.S. mail, return receipt requested, postage prepaid, and unless and until other addresses have been specified in writing by the respective parties or either of them, shall be sent to Tenant and to Landlord, at the addresses set forth above or such other addresses either party may give to the other party by notice, unless waived. Any such notice shall be deemed to be given when deposited in the U.S. mail as stated above.

17. LIABILITY FOR PROPERTY. Landlord shall not be liable for any injury or damage to persons or properties at the Slip resulting from fire, explosion, gas, electricity, water, rain, snow, or ice at the Slip or the Marina or from the electric or telephone service or other utilities or by any other cause of any nature unless such injury or damage results from the willful or criminal acts of Landlord.

18. HOLDING OVER; NOTICE OF TERMINATION. Upon the expiration of the term of this Agreement, if the Tenant continues to occupy the Slip, this Agreement will automatically renew at current year's rates. Tenant/Boat Owner may choose to continue leasing slip on a month  to  month basis, with the monthly rental fee being charged at the current published monthly lease rate, to be paid immediately. Month to month agreement may be converted to an annual agreement and backdated no further than 30 days. Either party may give written notice of intent to terminate this Agreement at the end of any calendar month thereafter, no later than thirty (30) days prior to the last day of such month.

19. ENVIRONMENTAL PROTECTION. Tenant represents, warrants and covenants that it will not use, store or place upon the Slip or the Marina, nor permit the use, storage or placement upon the Slip or the Marina, of any materials in quantities which, under federal, state or local law, statute, ordinance or regulation, or court or administrative order or decree, or private agreement (hereinafter called "Environmental Requirements"), require special handling in collection, storage, treatment or disposal, including any hazardous or contaminated substances (hereinafter collectively called "Hazardous Substances"). Not by limitation of the above, Tenant shall not discharge any substances from the Boat, including treated or untreated effluent from the head or holding tanks, or any waste oil, except as permitted by the owner of the Marina. Tenant hereby indemnifies and saves Landlord harmless from all liabilities, claims, losses, expenses and obligations arising from the use, storage or placement of any Hazardous Substances upon the Slip or the Marina (if brought or placed thereon by Tenant, its agents, employees, contractors, licensees or invitees), which obligations shall survive the expiration or termination of this Agreement.

20. SUCCESSORS. All rights and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind their respective heirs, personal representatives, successors and assigns; provided, however, that no rights shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved in writing by Landlord as herein before provided.

21. GENERAL. These Standard Terms and the Slip License Agreement signed by the parties sets forth all of the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Slip and the Marina and there are no covenants, promises, agreements or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise, permitted, no changes, modifications, amendments or additions to this Agreement shall be binding upon Landlord unless reduced to writing and signed by both parties hereto. Each person or entity executing this Agreement on behalf of Tenant shall be jointly and severally liable for all obligations of Tenant hereunder. Time shall be of the essence of this Agreement. This Agreement shall be governed by the laws of the State of Maryland.

22. INTEGRATION. This Slip License Agreement shall constitute the entire agreement between the parties and no modification of this Agreement shall be enforceable unless it is in writing and signed by the party to be charged.

23. CHOICE OF LAW AND VENUE. This Agreement shall be deemed to be made in Baltimore City and shall be governed by the laws of the State of Maryland and the Maritime laws of the United States of America. Any action brought to enforce a claim under State law may be brought in any court of competent jurisdiction in the City of Baltimore, Maryland and Boat Owner hereby consents to such venue. Any action to enforce a claim under the Maritime laws of the United States may be brought in any United States District Court having appropriate jurisdiction over the Boat or in the United States District Court for the District of Maryland at the election of BMC.

PARKING: Available parking at BMC is on a first come, first serve basis. BMC does not imply or guarantee that parking will always be available. The BMC assigned "Hang-tag" must be displayed at all times when parked on BMC property. BMC reserves the right to remove any vehicle that is parked in an unauthorized space including (Fire Lane, Fire Hydrant, Loading/Unloading Zone and/or Handicapped Space). Vehicle owner will be responsible for any expenses incurred for removal, storage of vehicle and/or damages that may occur.

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25. Motorized vehicles, scooters and carts are prohibited from being operated by non-BMC employees on Marina piers and sidewalks, unless otherwise approved by BMC management and proof of insurance is provided. Slip-holders and guests (18 years of age or older) are allowed to ride bicycles on the piers in a slow, safe and courteous manner. Operation of these units for transportation or pleasure use is restricted to the parking lots. Operator must adhere to all State of Maryland Department of Transportation vehicle laws and regulations. Fire regulations also prohibit motorized vehicles, scooters, carts and bicycles from being stored in any building within the BMC complex. BMC is not responsible for any loss of property, damages or injuries that may arise as a result of said approval.

26. Cancellation: BMC reserves the right to cancel this agreement for any reason with a minimum of thirty (30) days notice of such cancellation. In the event that Baltimore Marine Center cancels this agreement, a prorated refund will be issued to the Boat Owner, if applicable.

27. Coupons will be issued for three (3) scheduled haul and power-washes. A coupon must be rendered to the lift operator when your vessel is serviced or payment of the charges will be the responsibility of the boat owner. Coupons are non-replaceable, if lost or stolen. Haul and power-washes will not be performed without charging the appropriate fees to the boat owner unless a valid coupon is presented at the time of service. Coupons are not valid for blocking fees and lay-days. Customer is responsible for payment of blocking fees and lay-days.

28. Live Aboard: BMC defines a live aboard as anyone that stays aboard their boat a total of ninety (90) days consecutive or longer over a one year period (not necessarily the agreement period). Anyone remaining on a vessel for a period of thirty (30) consecutive days or more must have permission from BMC Management prior to stay. BMC reserves the right to limit the number of customers that are allowed to live aboard their vessel.

29. BMC Rules and Regulations, but not limited to:

- Propane grills only on boats. No charcoal etc. Open flame fires of any kind are prohibited.
- No swimming or fishing allowed in marina waters.
- Pets must be leashed at all times. You must pick up after your pet. BMC has provided bags for your convenience.
- Stairways shall not take up more than 24 inches of the finger pier.
- Fueling of a vessel in any slip is STRICTLY PROHIBITED. All fueling at the Marina must be done at the designated fuel dock.
- All slip renters must adhere to Clean Boating Tips as set forth by the MD department of Natural Resources at [www.dnr.maryland.gov/boating](http://www.dnr.maryland.gov/boating)
- Place all trash in the receptacles provided that are located at the end of all docks. Any over size debris must be disposed of by the slip-holder legally.
- Do not place or spill any pollutants such as oil, batteries and the like in any trash receptacle.
- Do not discharge Type I or Type II MSD's in marina waters.
- Use your holding tanks as per government regulations. A pump out station is available at the fuel dock.
- Do not pump oily bilge water overboard. We suggest the use of oil absorbent cloths in the bilge and the use of biodegradable cleaners whenever possible.
- All hazardous chemicals such as used oil, fuel, batteries and antifreeze should be properly stored and recycled. The nearest recycling center -BMC is located at Baltimore City's Northwest solid Waste Yard located at 2840 Sisson St, Baltimore, MD 21221 (410) 396-6071. West Marine will take old batteries at no charge.
- Slip holders must park in the parking garage unless other arrangements have been made with the marina office. All slip holder guests must use the pay per hour parking or may park for free along Boston Street. Motorcycles must park in the designated motorcycle parking area. -
- Parking hangtags must be displayed at all times when parked anywhere on the property. Vehicles not adhering to this rule risk being towed at the owner's expense.
- No unauthorized motorized vehicles are allowed on the pier, as described in your slip agreement.
- Any pool guest must purchase a pass to use the pool. Everyone must adhere to the pool rules that are posted. NO outside alcohol in the pool area.
- The lockers in the shower facility are for daily use only. Any locks left overnight will be removed without prior notification. BMC does not assume responsibility for any lost or stolen items found in the locker after the lock is removed.
- Do not wash anything containing oil, paint, fuel or any hazardous substance in the laundry machines.
- Loose halyards are to be secured when at dock.
- Heaters should not be left unattended on any vessel.
- All areas are to be kept clear of clutter and tripping hazards.
- Nothing can be attached to any pier or piling without permission from the marina office.
- Electrical cords should be secured to prevent them from dropping into the water.
- Picnic tables purchased by BMC are for everyone's use.
- Rude and/or vulgar activity is not permitted and will not be tolerated.
- Smoking is not allowed around the pool area or at BMC's Fuel Dock.

## MEMBERSHIP RULES & REGULATIONS

### 1. Responsibility and Authority of the Pool Manager

The Pool Manager is in full charge of the pool's operations. He/she has been directed to continue the Pool & Cabana Club's high standards for cleanliness, safety and order. He/She is authorized to restrict any action on the part of the pool users, which, in his/her judgment, may be prejudicial to the interest or enjoyment of the members as a whole.

### 2. Pool & Bathhouse Hours of Operation

- (a) The pool and bathhouse facility will be open seven (7) days a week from Memorial Day through Labor Day.
- (b) The hours of operation are Monday, Tuesday, Thursday 11:00 a.m. – 8:00 p.m., Wednesday 11:00 a.m. – 10:00 p.m., Friday, Saturday, Sunday and Holidays 10:00 a.m. – 8:00 p.m.
- (c) Management has the absolute discretion to close the pool for private use, pursuant to notice being posted at the pool entrance.

### 3. Pool Admission

#### (a) Access Card

1. Members will be issued an access card for each person designated on the membership agreement. Access cards are needed to gain access to the pool and bathhouse facilities.
2. Access cards are non-transferable. Any misuse of the access cards could result in termination of membership.
3. A non-refundable fee of \$10.00 for each access card is required.
4. A non-refundable replacement fee of \$10.00 will be required for all lost or misplaced access cards.

#### (b) Members

1. All persons entering the pool must use a valid access card.

2. Unauthorized use of an access card and/or using another member's card may result in termination of membership.

3. Identification may be required for admittance.

#### (c) Guests

1. Guest(s) are permitted in the pool, but a member who holds a membership must accompany them. The member must register his/her guest(s) at the Pool Office. The member must register his/her own name and the name(s) of the guest(s).

2. Admission for each guest will be charged at the rate of \$15.00 per guest, Monday through Sunday and Holidays.

3. Guest(s) will be issued wristbands, which must be worn at all times.

4. Anyone over the age of three (3) are considered guests.

#### (d) Transient Slip Renters

A limited number of Pool privileges will be included as part of the Transient slip fee.

2. Each transient guest will require a security card.

Access cards must be returned to the Marina office prior to leaving the Marina. If the marina office is closed, the card should be deposited in the designated boxes located at the East & West marina pier entrances. The card must be returned upon departure of the slip. Failure to return the card will result in a fee of \$25.00 being processed on the transient customer's credit card, which was used to secure the slip. The security card will be voided.

### Smoking & Alcoholic Beverages

Smoking is not allowed in the pool and/or inside the fenced area.

No Outside Alcoholic Beverages may be brought into the pool.

### 4. Personal Property

1. The Baltimore Marine Center and/or the Pool Management Company shall NOT be responsible for loss or damage to personal property. Cash and other valuables should not be left unattended.

2. Property stored in lockers is at "Owner's Risk".

3. Lockers need to be emptied before the pool closes each day.

### 5. Safety

(a) Non-swimmers, for their own safety must stay at the shallow end, whether in the pool or on the surrounding deck.

(b) Children under 8 and non-swimmers

- must be accompanied by a parent or responsible adult. The person supervising the child must be in the water with the child or at the very least at the poolside. - only arm swimmies, inner tubes with vest and Red Cross approved life vest are permitted. No inner tubes or rafts are permitted in the main pool.

(c) No person shall use the pool unless it is officially open and the guards are on duty.

Anyone in the pool after closing or before opening may be charged with trespassing.

- (d) At least one guard will be on duty and seated in a guard chair when the pool is open.
- (e) Non-toilet trained children are not permitted in the main pool or spa. Accidents will result in closure of the pool by order of the Health Department for one day.
- (f) Intoxicated persons will not be admitted.
- (g) Running and rough play, in or out of the water is strictly prohibited.

At the first clap of thunder and/or lightning, people will be instructed to leave the pools and the fenced areas surrounding the pools. They will not be allowed to return until the Pool Manager advises them to do so.

(i) No glass containers are allowed anywhere on pool property.

(j) Wading Pool Rules:

1. Absolutely no food permitted in or around the wading pool.
2. Only children seven (7) years and younger will be permitted in the wading pool and they must be accompanied by an adult at all times.
3. Rough play and running are not permitted.

#### 6. Conduct and Appearance

- (a) Good judgment and discretion should be exercised at all times, especially in connection with one's attire. Cutoffs are not suitable as swimming suits.
- (b) Congregating or lounging about the locker rooms and entrance/exit gates are prohibited.

#### 7. Health

- (a) No pet(s) of any kind shall be permitted on the pool grounds.
- (b) Inside the fence enclosing the pool:
  1. No member shall enter the enclosure or permit a Child or guest to do so, while wearing bandages or suffering from infection or communicable disease.
  2. There is no smoking allowed in the pool, bathhouse or surrounding fenced area.
- (c) DO NOT LITTER! Use the trash receptacles provided for this purpose.
- (d) Children in diapers (cloth or disposable):
  1. Not permitted in the main pool or spa.
  2. Must wear plastic pants under bathing suits in wading pool (even over disposable diapers).
- (e) Take a cleansing shower before entering the pool.

No Food or Beverages shall be consumed while in the water inside the main pool and spa.

#### 8. Adult Swim

- (a) The pool manager may designate a fifteen (15) minute "Adult Swim" period each hour.
- (b) During this period only member's sixteen (16) years of age and over may use the pool. All children under the age of sixteen (16) must leave the pool, but may remain in the pool enclosure (fenced area) during this period.
- (c) "Lap Lanes" may be designated and must be respected by all.

#### 9. Hot Tub/Spa

- (a) No children under the age of twelve (12) are allowed in the Hot Tub/Spa.
- (b) No Food or Drink is to be consumed while in the water in the Hot Tub/Spa.

#### 10. Infractions

- (a) Violation of any pool rule is cause for suspension of pool privileges or loss of membership.
- (b) The Board of Directors has delegated authority to the pool manager to suspend a member's pool privileges for up to one (1) month.

#### 11. Definitions and Interpretations

Any individual eighteen (18) years of age or over are termed an adult.

#### 12. Change of Address

Please notify the Baltimore Marine Center of any change of name or address.

#### 13. Member's Responsibility

This is your pool. If you have any questions or problems, please report them to the Pool Manager or Baltimore Marine Center. Your adherence to rules is greatly appreciated and will enable everyone to have a safe and enjoyable summer.

#### 14. Parking

Parking privileges are not included with membership. Members are responsible for all parking fees incurred at posted rates.