



9737 Cooks Landing Ln Hayes, VA 23072  
Office [804] 642-6177 • Fax [804] 684-8682  
office@crownpointemarina.com

## 2022-2023 Dry Storage License Agreement

### Boat Owner(s) Name & Address:

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E-Mail: \_\_\_\_\_

Primary Tele#: \_\_\_\_\_

Vessel Yr/Make/Model: \_\_\_\_\_

Vessel Name: \_\_\_\_\_

Reg/Doc. #: \_\_\_\_\_

Designated Location: \_\_\_\_\_

### Select Contract

- Annual Agreement of \$2,400.00 due April 1<sup>st</sup>, 2022
- 6 Month Agreement of \$1,200.00 due every 6 months
- 3 Month Agreement of \$600.00 due every 3 months
- Monthly Agreement of \$200.00 due on the 1<sup>st</sup> of every month

*with all signed documentation/ Credit Card on file required X\_\_\_\_\_*

THIS STORAGE SPACE LICENSE AGREEMENT ("Agreement") entered into this \_\_\_\_ of \_\_\_\_\_, 2022, by and between CROWN POINTE MARINA, INC., a company organized and existing under the laws of the Commonwealth of Virginia, doing business as CROWN POINTE MARINA ("Marina") and \_\_\_\_\_ ("Boat Owner").

#### RECITALS

A. Marina is the owner and operator of that certain marina facility located in Gloucester County, Virginia; and

B. Boat Owner is the owner of the Vessel more particularly described above (the "Vessel"); and

C. Marina desires to grant a license for the use of a designated boat storage space at the Crown Pointe Marina (the "Marina Facilities") to Boat Owner, and Boat Owner desires to obtain from Marina a license to use the boat storage space more particularly described above for purposes of berthing the Vessel, all subject to the following terms and conditions.

#### AGREEMENT

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **LICENSE.** Marina hereby grants a license to Boat Owner and Vessel for use of the storage space designated above located in and about Marina Facilities for the vessel described above, including all riggings, engines, appurtenances, and contents. **This Agreement confers no leasehold interest on Boat Owner, it being the intent of all the parties hereto that Marina will only grant unto Boat Owner a license to occupy the storage space designated above in accordance with the provisions contained herein.** Marina reserves the right to change the designated storage space assignment at any time or move the Vessel for normal Marina operations or repairs or for special events. It is expressly understood and agreed that this is a license and not a storage, lease or bailment contract, and Marina Facilities has no duty and assumes neither liability nor responsibility whatsoever for the control, care, maintenance or protection of the Boat Owner's Vessel or any Boat Owner's property. In using Marina Facilities, Boat Owner shall comply with all laws, rules, and regulations of Federal, State, and local entities, including environmental laws and rules and regulations of the U.S. Coast Guard. Boat Owner shall comply with all Marina Rules. Marina may change Marina Rules by posting new ones or otherwise notifying Boat Owner of the change. Violations of Marina Rules and contract terms shall constitute an event of default and in addition to any other remedies contained herein and may result in monetary fines imposed by the Marina management.

2. **TERM.** The term of this Agreement shall be based on an annual term beginning on April 1, 2022 or the commencement date and shall expire on March 31, 2023, time being of the essence (the "Term"). This Agreement shall automatically expire at the end of the Term if not sooner terminated as provided herein, which shall terminate Boat Owner's license to occupancy but shall not terminate any claims Marina may have against Boat Owner arising out of this Agreement.

3. **STORAGE FEES AND OTHER CHARGES.** Storage, Utility and other license fees are payable in advance by the Boat Owner. Boat Owner will choose the payment schedule for the space license fees simultaneously with the execution of this Agreement based on a Monthly, Quarterly, Semi-Annual, or Annual rate schedule and at that time will pay in advance for the service. Amounts appearing on the rate schedule are due on or before the 1<sup>st</sup> of the month prior to the payment schedule selection. Marina shall be entitled to a late charge in the amount of \$35.00 on any payment more than five (5) days past due. Non-receipt of billing statements does not relieve Boat Owner of the obligation to pay all charges due. All payments shall be made at the Marina's address set forth above or as indicated on the invoice.

4. **SERVICE CHARGES.** Boat Owner shall pay Marina a service charge of \$50.00 for every credit card denied and check returned by Boat Owner's bank for insufficient funds, or for any other reason. It shall be the sole discretion of Marina whether a personal check will be accepted after a check has been returned uncollectable.

5. **ASSIGNMENTS.** Boat Owner may not sublet or assign this Agreement and/or the right to use boat storage space without the prior written consent of the Marina.

6. **USE OF BOAT STORAGE SPACE.** Boat Owner may use the Boat storage space only to store the specified Vessel, and for no other purpose. Marina reserves the right to exclusive control over the use of the Boat storage space and has the right to refuse to grant a license to any person for any reason. If Boat Owner sells the Vessel and wants to use the Boat storage space for another Vessel, Boat Owner must first get permission from and register the new Vessel with Marina. Boat Owner represents that Boat Owner has an ownership interest in the Vessel and/or Boat Owner is fully authorized to bind all owners of the Vessel to the terms and conditions of this Agreement. If an agent of Boat Owner is signing this Agreement, said person represents that he has the authority to bind the Boat Owner. Boat Owner shall be responsible for the conduct and control of all guests, agents or others invited to Marina Facilities. Conduct by Boat Owner or his/her guests or agents that might disturb or cause harm to any person, damage property, be a nuisance or harm the reputation of Marina Facilities (including use of drugs or becoming intoxicated by alcohol) shall, at the option of Marina, be cause for immediate termination of this Agreement by Marina. Boat Owner shall not alter the Boat storage space. Boat Owner shall not install or place any other personal property not described in this Agreement on the Boat storage space, without **WRITTEN** permission of Marina. Use of Marina Facilities or the Boat storage space for the purpose of conducting business is prohibited, unless authorized in **WRITING** by the Marina. Upon termination of this

Agreement, Boat Owner shall surrender the Boat storage space in good order and repair, other than normal wear and tear resulting from ordinary use.

7. **UTILITIES.** Marina expressly does not warrant the availability of utility services and shall not be responsible for any damage or injury due to interruption or unavailability of utility services. Boat Owner has no permission to alter services or to control the use of electrical or water provided Marina.

8. **BOARDING AND REMOVAL OF VESSELS.** In case of perceived emergency, Marina is authorized to do whatever Marina deems reasonably appropriate, including boarding or moving the Vessel or taking any other action, without liability for damages or loss of any kind arising from such action or inaction, unless such damage or loss directly results from Marina's gross negligence or willful misconduct. Boat Owner agrees to pay for any work and supplies used by the Marina in such a perceived emergency. Marina retains the right of inspection of the premises and the right to inspect the Vessel from time to time for compliance with safety regulations. If the condition of the Vessel, with respect to maintenance, or for any other reasons, is, in the reasonable opinion of the Marina, dangerous to the Vessel, the premises or other Vessels in the Marina facilities, Marina may cancel this contract after notifying the Boat Owner. If the Boat Owner can make a reasonable effort within ten (10) days of such notice to remedy such condition, Boat Owner will retain this Agreement; but the Marina shall have the right in the meantime to take appropriate action to remedy the hazard created thereby. Marina shall have no duty, however, to inspect Owner's Vessel and the Marina does not hereby assume any liability whatsoever for the safe condition of the Vessel or condition of the demised premises attributable to the Boat Owner.

9. **INSURANCE.**

a) Boat Owner, at his/her sole expense, shall always during this Agreement maintain, with an insurance company which is acceptable to the Marina, a Protection policy of insurance with limits of not less than \$300,000 and a deductible of not more than \$10,000 per occurrence, naming **Marina, as an additional insured.** Boat Owner shall also maintain a Personal Property and/or Hull and Machinery policy covering at least 100% of the present, actual cash value of the Vessel, with endorsements for extended perils, damage by fire, electrolysis and/or stray current, corrosion, vandalism, theft, and burglary.

b) Upon execution of this Agreement, Boat Owner shall provide evidence of the renewal of the policies no later than thirty (30) days prior to their expiration. All policies of insurance shall require thirty (30) days advance notice by the insurance company to Marina of any amendment or cancellation.

c) Outside service personnel must be approved by Marina and must be listed on our contractor list. Marina reserves the right to deny access to any Outside Service Personnel for any reason. Outside service personnel must deliver to Marina evidence of a standard certificate of workmen's compensation and liability insurance coverage in an amount equal to that carried by Marina. An Outside Service Personnel fee will be assessed by the Marina for outside service personnel performing work on the assigned vessel. Outside service personnel are required to sign in and out in the main office and are to work only in designated service areas from 8:30 a.m. to 3:30 p.m., Monday through Friday, (NO WEEK-ENDS or HOLIDAYS) and are to adhere to standard yard policies as posted in the marina office. The Boat Owner is responsible for all costs and or damages caused by themselves or outside personnel in their employ to any other vessel or premises at the marina and for any expense incurred including clean-up of service area or inspection of the Boat Owner's Vessel following outside service personnel work.

d) Failure to comply with any of the terms of this Section shall, at the option of the Marina, be cause for immediate termination of this Agreement by Marina.

10. **LIEN FOR FEES AND SERVICES.** Marina shall have a lien on the Vessel, its appurtenances and contents pursuant to §43-31 et seq. of the Code of Virginia, 1950, as amended to secure the performance by Boat Owner of the terms and conditions of this Agreement, to secure payment by Boat Owner for all services and supplies provided by Marina to Boat Owner or on behalf of the Vessel and injury or damage caused or contributed to or by the Vessel or Boat Owner, including but not limited to damage to pier, piling, docks, wharfs, personal injury, damage to other boats or vessels, pollution by oil, its derivatives, or other hazardous materials, loss by sinking, collision, fire, or other losses. Notwithstanding termination of this Agreement, Marina shall be fully authorized to HOLD THE VESSEL AND SELL THE SAME in accordance with applicable lien law in the event the Boat Owner fails to perform the terms and conditions of this Agreement or fails to pay for services and supplies. So long as Marina continues to hold the Vessel, Boat Owner shall be deemed to be holding over and shall be responsible for all continuing charges and expenses incurred by Marina and Holding Over fees as more fully described in Section 11, *Holding Over*. Boat Owner expressly agrees that Marina shall also have the right to exercise all rights available to it under applicable Federal and State law, including but not limited to the right to arrest the Vessel and recover all expenses incurred in doing so as *custodia legis* expenses.

11. **HOLDING OVER.** If the Vessel remains at the boat storage space following termination of this Agreement, and without otherwise limiting the rights of Marina hereunder, Boat Owner shall be deemed to be occupying the boat storage space for purposes of transient storage and shall pay Marina the then applicable daily rate of transient storage for each day the Vessel continues to be stored at the boat storage space.

12. **RESPONSIBILITY FOR DAMAGE.** Boat Owner and Vessel shall be responsible for and shall promptly, upon demand, pay Marina for any costs or damage incurred by the marina or others due to acts or omissions of the Boat Owner, the Vessel, or Boat Owner's agents or guests. Boat Owner shall not release or permit to be released, by action or inaction, any hazardous waste, or environmentally objectionable substances, including oil, gasoline, or untreated sewage ("Hazardous Substances") into the water or land of Marina Facilities. The costs for

which Boat Owner and Vessel may be responsible include, but are not limited to, the costs of absorbent booms, absorbent pads, disposal of the Hazardous Substance, clean up oversight by governmental agencies and Marina personnel, and any legal fees, costs and penalties incurred in defense of any violations. Boat Owner shall be responsible for **IMMEDIATELY** cleaning up any such release. Boat Owner shall **IMMEDIATELY** report any release to all appropriate government authorities and to the Marina Manager and shall keep Marina informed daily of Boat Owner's actions in reporting and cleaning up a release. Marina may take any action in lieu of the provisions set forth in the Disclaimer of Liability and Agreement to Indemnify. Boat Owner and their personal representatives, heirs, assigns and successors in title hereby agree to defend, indemnify, and hold harmless Marina and its agents, officers, stockholders, directors, and their respective successors in title, of and from any cost, expense or liability resulting from negligence of the Boat Owners agents, invites, or from the unsafe condition of Boat Owners Vessel. The Boat Owner expressly assumes all risks to his/her Vessel, including (without limiting such risks) perils of the sea, fire, windstorm, flooding and all other hazards not the direct and proximate result of gross negligence of Marina or of their agents.

13. **TERMINATION FOR CAUSE; DEFAULT; REMEDIES.** This Agreement specifies certain breaches by Boat Owner that are so serious that Marina has reserved the right to immediately declare Boat Owner in default and terminate this Agreement or seek other remedies without the notice periods specified below. (See Section 9, Insurance) In all other cases, if Boat Owner breaches this Agreement and such breach continues for ten (10) days after Marina has given written notice of the breach to Boat Owner, Boat Owner shall be in default. Upon default, Marina may exercise all remedies available hereunder or at law. If Boat Owner is in default, Marina may elect to **TERMINATE** this Agreement by giving ten (10) days written notice to Boat Owner. Upon termination, Boat Owner shall immediately pay all sums due Marina and remove the Vessel from the dry storage yard and the Marina Facilities. Should Boat Owner fail to timely pay all sums due and fail to remove the Vessel from the Marina as required, the Vessel shall then be deemed abandoned. Marina shall be deemed an involuntary depository, and Boat Owner shall incur a per diem storage fee at the applicable daily rate for transient moorage. In the event of Boat Owner's default or termination of this Agreement without removal of the Vessel, Marina may either exercise its rights under section ten (10), *Lien for Fees and Services*, or, by notice to Boat Owner, suspend the right of Boat Owner to obtain access to Marina Facilities, to use the Boat storage space and the Vessel **without the necessity to initiate any legal proceedings. The failure of Marina to enforce this provision for prior default(s) shall not constitute a waiver of the Marina to enforce this provision for future defaults by the Boat Owner.**

14. **TERMINATION WITHOUT CAUSE.** Marina may elect, at its sole option, to terminate this Agreement at any time. In such event, Marina shall send Boat Owner written notice of termination by first class mail to address written above (or to any new address provided by Boat Owner to Marina in writing). In such event, Marina shall refund to Boat Owner the pro-rated charges from the date of termination to the end of the current annual term of this Agreement (after deduction of any amounts due Marina).

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

16. **WARRANTIES.** Marina makes no warranties, express or implied, as to the condition of the Boat storage space or Marina Facilities (including roads, lots, yards, buildings, walkways, gangways, ramps, equipment, and related items) or the suitability of the Boat storage space or the Marina for Boat Owner's intended purposes. Boat Owner acknowledges that Boat Owner has had an opportunity to inspect Marina Facilities and the Boat storage space prior to execution of this Agreement and agrees to accept both in their current condition and warn his/her crew, passengers, and guests of any real or perceived defects and/or hazards found at the Marina Facilities or the Boat storage space.

17. **WINTERIZATION.** All boats are required to be fully winterized for the winter season, i.e., usually November through March. **No unattended electric heaters are allowed.** Marina does not guarantee that electrical service shall be continuous (due to ice, high water, or other causes). Marina shall have the right to disconnect any heating or air conditioning system, which in Marina's reasonable opinion, constitute a fire hazard. Marina will promptly notify the Boat Owner should this happen.

18. **NOTICES.** Any notice hereunder shall be in writing and shall be deemed to be given when it is personally delivered to the party, or five (5) days after it is deposited in the mail, addressed to the party at the addresses set forth in this Agreement. **BOAT OWNER IS RESPONSIBLE FOR INFORMING MARINA OF ANY CHANGES TO BOAT OWNER'S CURRENT ADDRESS AND/OR TELEPHONE NUMBER.**

19. **ATTORNEY'S FEES.** If either party defaults under this Agreement, the other party shall be entitled to recover any costs incurred, including attorney's fees in enforcing or protecting its rights, whether suit is filed.

20. **GOVERNING LAW AND VENUE.** All issues and questions concerning the construction, validity, enforcement, and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of law rules or provisions (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia. In addition, each party, on behalf of itself and its successors and assigns, agrees that the County of Gloucester, Virginia shall be the exclusive venue (to the extent that subject-matter jurisdiction exists) for all causes of action arising out of this Agreement. Boat Owner hereby agrees not to elect a trial by jury on any issue triable of right by a jury and waives any right to trial by jury fully about all issues relating to this Agreement.

21. **SEVERABILITY; ENTIRE AGREEMENT.** If any provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any aspect, this shall not affect any other provisions and this Agreement shall be construed as if such provision had never

been contained in this agreement. This Agreement is the entire Agreement between the parties and supersedes all prior Agreements. Except as otherwise provided in this Agreement, no changes to this Agreement are valid unless in writing and signed by both parties.

22. **ASSUMPTION OF RISK – DISCLAIMER OF LIABILITY – INDEMNITY.** The Boat storage space and the Marina Facilities are to be used at the sole risk of Boat Owner and Vessel, and Boat Owner and Vessel hereby assume such risk. Marina assumes no responsibility for and shall not be liable for the care, releases Marina from all liability for loss, death, damage, or injury (collectively “injury”) to any person or property arising out of or in connection with the condition or use of the Vessel OR the condition or use of the Marina or its services. Boat Owner and Vessel shall indemnify and hold harmless the Marina from any claims, suits, actions, damages, liability, or expense (including attorneys’ fees) in connection with any injury (unless due to the willful misconduct or gross negligence of Marina) or arising from Boat Owner’s breach of this Agreement. Marina is not to be considered under this Agreement as an insurer of Boat Owner’s property and Boat Owner should secure such insurance as Boat Owner desires. Boat Owner is advised to remove all items not permanently attached to the Vessel while the Vessel is in the Marina. Under no circumstances shall the Marina be liable for indirect, consequential, special, or exemplary damages, whether in contract or tort (including strict liability and negligence) with respect to Boat Owner’s use of the Marina. Vessel, Boat Owner and Boat Owner’s insurers agree to waive any right to petition for exoneration from or limitation of liability under the laws of the United States in the event the Vessel is involved in any casualty resulting in personal injury, death or property damage while stored at the Marina or in connection with this Agreement. In consideration of the Fee set forth in this Agreement, Owner agrees that Marina shall not carry any insurance for the protection of Owner or Vessel. My initials indicate my agreement. \_\_\_\_\_X

23. **SUBORDINATION.** Boat Owner agrees that this Agreement and the rights granted hereunder shall always be subject to and subordinate to the lien of all mortgages now or hereafter placed by Marina on any or all of Marina Facilities; and Boat Owner agrees to execute, acknowledge, and deliver from time to time any instrument of subordination required by any mortgagee of Marina. Upon the transfer of any or all of Marina’s interest in Crown Point Marina, regardless of whether such transfer is characterized as voluntary or by operation of law, conditional or unconditional, Boat Owner agrees to attorn to the transferee without the necessity of executing any additional documents, but further agrees to execute, acknowledge, and deliver to such transferee, upon demand, all instruments of attornment required by such transferee. Boat Owner additionally agrees to execute and deliver to such transferee either prior to or simultaneously with such transfer a signed writing, acknowledging the status of this Agreement.

24. **ESTOPPEL STATEMENTS.** Boat Owner agrees that from time to time, upon not less than twenty (20) days’ prior written request by Marina, Boat Owner will deliver to Marina a written statement, on a form provided by Marina, certifying that (i) this Agreement is unmodified and in full force and effect (or, if modifications have occurred, stating the modifications and that this Agreement as modified is in full force and effect); (ii) the dates to which the license fees and any other charges have been paid; and (iii) that Marina is not in default under any provision of this Agreement, or, if in default, the nature thereof in detail.

25. **SEVERE WEATHER AND OTHER EMERGENCIES.** Marina expects Boat Owner to have made suitable arrangements for safe sheltered anchorage during severe weather including without limitation tropical storms or hurricanes and Boat Owner warrants such arrangements have or will be made. Boat Owner may not assume that Marina Facilities, including without limitation the boat storage space will be safe sheltered anchorage during such period. In the event of impending severe weather or emergency, Marina, at its sole discretion, reserves the right to move or evacuate the Vessel or take such other actions as Marina deems appropriate at Boat Owner’s sole risk and expense. **UNDERTAKING TO MOVE OR EVACUATE THE VESSEL SHALL NOT BE DEEMED AN ASSUMPTION OF RISK OR RESPONSIBILITY FOR THE SAFETY, SECURITY AND CARE OF THE VESSEL BY MARINA. MARINA SHALL NOT BE DEEMED A VAILEE OF THE BOAT.** Boat Owner agrees to reimburse Marina for all costs it incurs on Boat Owner’s behalf in emergency situations. **NOTICE: PROVISIONS IN THIS AGREEMENT PROVIDING FOR NOTICE BY FIRST CLASS MAIL SHALL BE SATISFIED IN WEATHER AND OTHER EMERGENCY SITUATIONS IF THE NOTICE IS POSTED ON THE VESSEL.**

Boat Owner on his behalf and on behalf of the Vessel, acknowledges that he/she has read and fully understands this Agreement, including the Marina Rules set forth here-in. Owner certifies that the information provided is correct and agrees to promptly notify the Marina in the event of changes to the above information. Copies of current registration/documentation and Certificate of Insurance are required to be kept at the Marina Office for as long as the Vessel is at Marina Facilities. This Agreement is made and to be construed under the laws of the Commonwealth of Virginia.

“MARINA”

“BOAT OWNER” AND “Vessel”

H&E Properties LLC dba Crown Pointe Marina

\_\_\_\_\_  
Marina Operations Manager or designee

\_\_\_\_\_  
Sign Here (Boat Owner)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **MARINA RULES**

1. **ENVIRONMENTAL.** Crown Pointe Marina has been designated a Virginia Clean Marina. Oil, oily water or raw or untreated sewage shall not be discharged into the water or on land. All Vessels shall be subject to inspection at any time by the Marina staff and other regulatory agencies to ensure that all sewage systems are Coast Guard approved and all through-hull valves are properly sealed to prevent illegal dumping while in Space. All sewage systems on vessels must be U.S. Coast Guard approved and must be locked off while the Vessel is in Space. No porta-potties are permitted on the docks or bathrooms and must be emptied at the fuel/pump-out dock (No transferring over land to the dock). All spills of gas, diesel, oil, or other hazardous materials must be reported immediately to the Marina and all appropriate governmental authorities. Vessel may only be washed with biodegradable soaps and the amount of soap used must be kept to a minimum. Removed paint chips, sanding debris, hazardous chemicals, including oil, engine coolant, hydraulic fluid, gasoline, diesel, paint and mineral spirits; is not to be allowed to enter the water or the ground and may not be left where they might be prone to leaking or spilling or exposed to rainwater. Proper disposal of all such sewage, oil products, paints and chemicals is the sole responsibility of the Boat Owner. The Marina office may be contacted for approved disposal sites. Only non-toxic and legal hull paint shall be applied to the bottom of a Vessel.
2. **TRASH.** Garbage is not to be thrown onto Space or stored on Space in the dry storage area. It must be placed in sealed plastic bags and placed in the dumpsters provided. No oil products, paint or solvents, batteries or other hazardous items are allowed in the trash. An Oil Recycling Center for disposal of used oil or filters is provided outside the Service Center.
3. **NOISE.** Noise shall be kept to a minimum at all times. Discretion in operating engines, generating plants, radios, televisions, other sound producing devices and other power equipment should be used so as not to create a nuisance or disturbance. No loud music or disturbances shall be allowed after 10:00 p.m. Except for entering or leaving the Space, main engines, power generating equipment or other noise making machinery shall not be operated between the hours of 10:00 p.m. and 8:00 a.m.
4. **SWIMMING AND FISHING.** For your safety, swimming and diving are not permitted anywhere in the marina. Crab pots and bait holding pens and traps must be limited to the Boat Owner's Licensed Space ONLY.
5. **STORAGE ON DOCKS AND SPACES.** Walkways shall be kept clear at all times. Only approved dock boxes and boat stairs are allowed on the docks. Only dock boxes properly identified and approved by the Marina Manager may be installed and then only in designated areas. **Storage of all items must be confined to the dock box or the Vessel and will not be permitted on docks, finger piers, parking areas, Space, etc.** Any unattended hazardous or flammable materials or unapproved items found on a Space, walkway or finger pier will be removed and disposed of at Owner's expense.
6. **PARKING AND MOTOR VEHICLES.** Designated parking is expressly for the use of Marina Boat Owners, Vessel Owners, and their guests. Violators will be towed at the Owner's sole risk and expense. Long term storage of vehicles in the parking areas is not permitted. Vehicles shall not be left in the same spot for more than three (3) days without approval. Crown Pointe Marina does not warrant the availability or security of parking. The Marina disclaims responsibility for vehicles parked in the parking lots, including damage to, theft of or theft from vehicles. No overnight accommodations will be allowed in a trailer, recreational vehicle, or other camping equipment on the Marina property. Vessels are not to be parked in any parking area, without written approval from the Marina Manager. Washing and maintenance of a vehicle or Vessel is prohibited. Parking violations will receive one written warning and, thereafter, a parking citation may be issued for each daily violation. Parking citations will be assessed at \$35/day and will be included in monthly billing. The parking areas are often congested with pedestrians moving around, please drive slowly through these areas to avoid accidents and injuries.
7. **COOKING AND CAMPFIRES.** No open fires, except in designated areas. No grills or cooking stoves are permitted on the docks in the Marina or Space on Marina property. Only approved grills may be used onboard Vessels while in the Marina. There are two community gas grills in the Marina commons area adjacent to the Marina Office and the Clubhouse; please clean up after use.
8. **FIREWORKS.** Absolutely no fireworks of any kind may be used or stored on Marina property.
9. **PETS.** Pets are permitted only if they do not create any disturbance. All pets must be kept on a leash. All cats are to be kept on the Vessel at all times. Pet owners are responsible to clean up debris left by their pets. Please walk your pet in designated "pet walk" on premises. Marina reserves the right to bar any pet from the Marina.
10. **VESSEL CARE AND MAINTENANCE.** **Owner may make minor alternations and repairs to the Vessel itself (but cannot contract with any third party unless authorized by CPM Management.) Contractor's fee will apply for all outside third party repairs on premises. NO EXCEPTIONS. In no event may Owner perform any repair or maintenance which results in the release or discharge of any material onto the dock, water, or land. Work by an Owner may only be performed at the assigned storage Space and only after the Owner has informed the Service Manager of the Marina of the specific work to be performed and has obtained permission to perform such work.** Work items and debris shall not be left on Space. All Vessels in dry storage will store all items in the Vessel. Any items stored under the Vessel will be disposed

of and the Marina will not be liable for loss of property. **To ensure compliance with this Rule, contact the Marina Office with any question and do not engage in any activity without written permission from the Marina Manager. My initials indicate my agreement. \_\_\_\_\_X**

11. **SWIMMING POOLS.** Swimming pools are for Boat Owner's and immediate family members. All guests must be accompanied at all times by the Boat Owners. Pool hours: 6:00 a.m. until 10:00 p.m., seven days a week. Weather permitting, pool will open approximately April 15<sup>th</sup> and close approximately October 1<sup>st</sup>. Rules are posted in pool areas and are considered as an addendum to this document. **No lifeguard is supplied by Marina. Swimming is at your own risk. All children under the age of 14 must be accompanied by an adult at all times.**

12. **LAUNDRY.** Laundry shall not be hung on Vessels.

13. **ELECTRICAL.** All electrical cords must be a marine type U.L. approved cord (**NO EXTENSION CORDS ARE ALLOWED ON THE DOCK.**) Cords are not allowed to cross the top of walkways or finger piers. No alternations or modifications may be made to any electrical outlet used for servicing a Vessel with shore power. Plugs must match the receptacle used. **Absolutely NO portable heaters of any kind are to be used on your vessel. For multiple infractions, please refer to item #21.**

14. **FUEL.** Personal fueling of Vessel (carrying fuel in gas cans, etc.) is not allowed within the Marina. Storage of gasoline, fuel, or other combustibles on the Vessel or Space is strictly FORBIDDEN.

15. **CHILDREN.** Children under twelve (12) years of age are not permitted on the docks without a parent or responsible adult in attendance. **NON-SWIMMERS AND YOUNG CHILDREN ARE RECOMMENDED TO WEAR LIFE JACKETS WHEN ON DOCKS OR WATERCRAFT DECKS.**

16. **COMMERCIAL ACTIVITY.** No commercial activity shall be conducted at the Marina, without the written approval of the Marina Manager. Commercial activities include, but are not limited to, rental or leasing of boats, chartering of boats, and use of the Marina address, use of a number of a telephone or facsimile on a boat in any advertising, brochure, letterhead, business card, or other commercial document. No advertising or soliciting is permitted in the Marina. The display of "FOR SALE" signs on a Vessel is not permitted without approval of the Marina Manager.

17. **DOCK CARTS.** Dock carts are provided for your convenience. Please leave the carts in a clean condition and return them to the racks after use.

18. **ENTERING ONTO OR TRESPASSING UPON.** Entering onto or trespassing upon any Vessel or Space reserved or occupied by any other person without the express permission of the Boat Owner or the Marina is strictly prohibited. Such intrusion or trespass shall be grounds for **IMMEDIATE EVICTION** from the property of Crown Pointe Marina at the sole discretion of Marina Manager.

19. **NO SOLICITING OR SCAVENGING.** No soliciting or scavenging is allowed in any area of the Marina without permission in writing from the Marina Manager. This includes the scavenging and/or collection of cans, bottles, and other recyclable materials from any containers or areas within the Marina property. Such actions shall be grounds for **IMMEDIATE EVICTION** from the Marina at the sole discretion of the Marina Manager.

20. **DOCK LINES.** Dock lines are to be either tied to a cleat or piling **ONLY.** Appropriate dock lines are to be used without frays and are to be the correct diameter for the boat. Lines need to be adjusted for all tide levels that might occur on the regular tide schedule per year. The Marina will adjust and replace lines if there is any question to the safety of the Vessel, Docks, Finger Piers, and other Boat Owner's possessions at the Boat Owner's expense and liability.

21. **MONETARY FINES FOR RULE VIOLATIONS.** Monetary fines for Agreement or Marina Rule violations may be imposed by the Marina Manager. Written warnings or notices of Agreement or Marina Rule violations will result in the following fines and charges to Boat Owner's account:

**1<sup>st</sup> Violation – Warning. 2<sup>nd</sup> Violation - \$75 Fine. 3<sup>rd</sup> Violation – Termination of Agreement.**

22. **OTHER.** These Marina Rules are subject to change and may be amended from time to time as deemed necessary by the Marina.

23. **PLEASE NOTIFY THE MARINA OF ANY UNSAFE, UNLAWFUL, OR HAZARDOUS CONDITIONS THAT COME TO YOUR ATTENTION.**

**My signature indicates my acknowledgement of and agreement to adhere to these Marina Rules:**

Sign here \_\_\_\_\_



**CONTACT AND VESSEL  
INFORMATION**

Slip: \_\_\_\_\_ Key Card No: \_\_\_\_\_ Key Location: \_\_\_\_\_  
Owner(s): \_\_\_\_\_ Email: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ City, State: \_\_\_\_\_, \_\_\_\_\_ Zip \_\_\_\_\_  
Employer \_\_\_\_\_ Work Phone: \_\_\_\_\_  
Emergency Contact: \_\_\_\_\_ Phone \_\_\_\_\_

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Boat Name: \_\_\_\_\_ Boat Make: \_\_\_\_\_ Year: \_\_\_\_\_  
Length: \_\_\_\_\_ Beam: \_\_\_\_\_ Draft: \_\_\_\_\_ Hull/Stripe Colors: \_\_\_\_\_  
HIN or Serial Number: \_\_\_\_\_ Power or Sail: \_\_\_\_\_  
State Registration/Documentation Number: \_\_\_\_\_  
Trailer: \_\_\_\_\_ Make: \_\_\_\_\_ License Plate Number: \_\_\_\_\_  
Insurance Company: \_\_\_\_\_ Policy Number: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_ Agent's Phone Number: \_\_\_\_\_  
Engine: \_\_\_\_\_ Fuel Type: \_\_\_\_\_ Type of Head: \_\_\_\_\_  
Vessel Lien Holder: \_\_\_\_\_ Phone: \_\_\_\_\_  
Lien Holder Address: \_\_\_\_\_

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Contract Received: \_\_\_\_\_ Status of Insurance Certificate: \_\_\_\_\_ Payment Plan: \_\_\_\_\_  
Access Card Provided: \_\_\_\_\_ Charge Card Info on File: \_\_\_\_\_ Photo of Boat: \_\_\_\_\_ Trailer on Site: \_\_\_\_\_  
Date: \_\_\_\_\_ Communication Preference: Email USPS