



412 ARMSTRONG ROAD
BALTIMORE, MD 21220
(410) 335-7000

SEASONAL SLIP AGREEMENT

Please return this completed form with your deposit and Insurance Declaration page or Certificate of Insurance.
Full payment due by April 15, 2024. **Checks made payable to Tradewinds Marina.*
***Please note that slip fee and any outstanding invoices must be paid prior to launch*

Insurance must always be kept in force on the vessel while at the Marina and a copy of said insurance must be kept on file in the office- NO EXCEPTIONS. See agreement for insurance coverage requirements.

OWNER'S INFORMATION

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Home Phone: _____ Cell Phone: _____
Email: _____

VESSEL INFORMATION

Type: Sail _____ Power _____
Vessel Name: _____ Vessel Mfg: _____
Registration #: _____ Hull ID #: _____
Length Overall: _____ Beam Width: _____ Insurance Company: _____
**Length Overall (LOA) must include the swim platform, bow pulpit and the anchor*

PAYMENT INFORMATION

Payment Option: Cash _____ Check _____ # _____ Credit Card _____

**If paying by Credit or Debit Card, we will send you an email with a link to a secure payment portal. The email will come from Tradewinds Marina and will include a copy of your invoice.*

Email address to send the payment link: _____

This agreement entered this _____ day of _____, 2024, between TRADEWINDS ON THE BAY LLC dba TRADEWINDS MARINA, herein referred to as Marina, and _____, herein referred to as TENANT. Witnessed, that the Marina hereby leases and rents to the TENANT and the TENANT does hereby rent and lease from the Marina slip on the Marina property for the term of ___TWELVE___ months, beginning on the 1st day of May, 2024 at the rate of _____\$_____ per year, payable in advance.

Thirty (30) days written notice of cancellation must be given by TENANT before annual lease agreement last day of lease or this contract will automatically renew for a one hundred- and twenty- day (120) period at 110% of above amount and become part of this agreement.

The above letting is upon the following terms, covenants, conditions, and agreements:

1. For the purposes of this agreement, the term, "Tenant" shall include the actual registered owner/owners of the vessel and members of the family.
2. The Tenant shall abide by the rules and regulations now or hereafter in force as promulgated by the Marina and as from time to time posted at the Marina. Violation of any of the rules and regulations will result in loss of Marina privileges:
 - a. GUESTS- are not permitted on the premises including the dock unless accompanied by the Tenant.
 - b. HEADS- Marina toilets are to be used for their designated purpose. Dumping of Port-a-Pots is prohibited. Washing hair, paintbrushes, laundry, or dishes in the sink is prohibited.
 - c. GARBAGE- Must be placed in containers. No oil, oil cans, paint or paint cans allowed.
 - d. DOGS- It is recommended that your dog be left at home. If you do bring your dog, it must be always kept on a leash. Waste pick-up is mandatory! If your dog runs free or you do not immediately pick up the waste, you will be prohibited from bringing the dog again.
 - e. BOTTOM PAINT- Only MDE/EPA approved bottom paints are to be used on Tradewinds Marina Property. If you purchase bottom paint other than from Tradewinds Marina, make sure it is approved by our staff before using it.
 - f. THE FOLLOWING IS PROHIBITED:
 - i. Living Aboard.
 - ii. Running, fishing, crabbing, or swimming from pier.
 - iii. BBQing on boats.
 - iv. Electric heaters, air conditioners (without specific approval by Marina management).
 - v. Heating of engine compartments by any means other than approved marine "BOAT SAFE" engine compartment heaters.
 - vi. HEATING of the engine compartment with the use of drop lights and other non-approved heating devices are not allowed. If your boat is in the water after October, Boat Safe makes an engine compartment heater. This is the only approved device allowed to be used at Tradewinds Marina.
 - vii. Sanding of bottom paint
 - viii. Disposal of used oil, oil filters, oil cans, paint, paint trays and paint cans are not permitted in any trash containers at Tradewinds Marina.
 - ix. Fueling of boats from canisters while in the Marina.
 - x. HEAD DISCHARGE OVERBOARD- this will result in the voiding of this contract immediately and expulsion from the Marina with forfeiture of rental fee. Porta potties are to be dumped into the sewer line via the inlet located outside the

women's restroom. A holding tank pump-out system is available for use at the travel lift dock.

- xi. THE USE OF DIVERS to inspect or clean your boat bottom is not allowed in the slips or basin of Tradewinds Marina. Your boat must be taken out to the river or creek for this service.
 - g. CHILDREN- Must stay with parents and must not be left to roam the premises without supervision. No rock throwing.
 - h. Personal items and boat gear aren't allowed to be left on the dock for any reason.
 - i. OUTSIDE CONTRACTORS OR OUTSIDE LABOR- None shall be allowed in boat yard for purposes of repairing, painting, or work of any nature on boats without Marina's written approval prior to starting work. All contractors must provide proof of insurance as outlined on page 4, section 12 of this contract.
 - j. HAUL OUT AND WINTER STORAGE FEES are not included in this contract and are not included in the annual slip fees. DEICING fees are also not included AND are required if staying in the water over winter.
 - k. OIL RECOVERY SPONGES to minimize the discharge of oil and gas with bilge water are recommended and available free of charge in the office.
 - l. ELECTRIC USAGE- Tradewinds Marina allows floating slip customers \$100.00 of electric usage during the contract period. Any amount above this will be billed to the customer.
 - m. LAND SPEED LIMIT- 5 mph at Marina.
 - n. PARKING- A maximum of two cars per slip may be parked in the parking lot.
3. The parties hereunto agree that neither the Marina nor any agent or employee of the Marina shall be liable for any loss, damage, or personal injury to the person or property of the Tenant or any guest or employee of the Tenant who are on or about the premises or aboard the Tenant's vessel, whether such loss, damage, or personal injury be occasioned by fire, theft, Act of God, or any other cause or condition, on the part of the marina, its agents, servants, or employees. Tenant hereby agrees to indemnify and save harmless the Marina, its agents, servants, or employees from and against the maintenance, use, or operation of his boat in the injuries on the part of the Tenant and employees, and guests while aboard the vessel in the Marina area, and hereby agrees to assume full responsibility for such personal injury and property damage which may arise out of the maintenance in the Marina area or occasioned through the use of the Marina facilities.
4. The Marina at its option may terminate this agreement at any time, if in its sole judgement the Tenant does not adhere to the rules and regulations of the Marina or whose conduct is detrimental to the Marina or the other vessel owners or keeps vessel in a poor state of repairs. In addition, upon default by the Tenant of any terms and conditions hereof, which shall include nonpayment of rent or other charges or other defaults, The Marina at its option may declare this agreement in default and shall have all rights and remedies available under the laws of the State of Maryland to recover possession, evict, expel, recover unpaid rent, and this contract shall become terminated without refund or adjustment in the annual rent.
5. The Marina reserves the right to use the leased property hereunder when not occupied by the Tenant at the Marina's own profit and without adjustment to the annual rent.
6. The Marina reserves the right to board and/or move the Tenant's vessel if, in its sole judgement, this becomes necessary and to designate or change such leased slip space if, in its sole discretion, this is deemed necessary.

7. In the event the Tenant should leave the Marina voluntarily of own accord, there will be no adjustment of the rent and the Marina shall retain all rent hereunder as liquidated damages.
8. The slip or space rented hereunder, or any part thereof shall neither be sublet nor advertised for subletting, nor shall the agreement be assigned without the prior written consent of the Marina.
9. No refunds shall be given on slip rental deposits under any circumstances.
10. In the event it shall become necessary for Tradewinds Marina to institute legal proceedings or consult an attorney in regard to the Tenant's non/late written notice of cancellation, non-payment of rent or eviction or expulsion or for the violation of any other term or condition of the agreement by Tenant, the Tenant will be responsible for all legal costs and expenses incurred by Tradewinds Marina in the institution of said legal proceedings or consultation with an attorney.
11. Tenant may sell or lease boat privately; however, the Tenant agrees not to sell or lease the boat through a broker other than the Marina while the boat is on the premises. Brokerage commission will be at a prevailing rate, not less than ten percent (10%) or \$1,500.00.

12. Insurance Coverage

The Tenant is required to obtain and show evidence to Tradewinds Marina in the form of a Certificate of Insurance or a copy of the insurance policy certifying the following insurance coverage is in force:

Hull Insurance Coverage:

Coverage for physical damage to the hull of the vessel owned by the Tenant. The hull should be insured to the actual cash value (or a stated amount of policy limit) of the vessel.

Protection and Indemnity (P&I) Coverage:

Tenant is required to provide evidence of P&I/Liability coverage at the following policy limits:

- For vessels up to and including 42' in length, a \$300,000 minimum limit of liability.

A certificate proving appropriate coverage must be provided to the Marina at the signing of this lease agreement.

All subcontractors employed by Boat Owner shall (a) register at the Marina Office prior to beginning work: (b) provide proof of insurance that is substantially in compliance with the terms of the policies noted above, naming Marina, as additional insured; and comply with all applicable laws and best business practices.

I (we), the undersigned, have read and agree to abide by all the terms and conditions set forth on this Agreement.

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Marina: _____ Date: _____