

ANNUAL BOAT SLIP RENTAL LICENSE

This Rental License is entered on _____ between the County Commissioners of Worcester County, Maryland (“County”) and _____ (“Licensee”).

Licensee Contact Person: _____
(if different from above)

Address: _____

Telephone Numbers: Mobile: _____
 Home: _____
 Business: _____

Email Address: _____

If Licensee is a business, partnership, corporation, or LLC:

List names and addresses of **all** officers,
members, partners, and shareholders:

(please attach a list if additional space is needed)

County and Licensee agree as follows:

1. Premises

County licenses to Licensee Slip No. ____ (“Premises”) at the County’s Public Landing, Maryland facility (“Harbor”).

Check preference of slip size

12 foot slip (\$800 Annual) 15 foot slip (\$1,000 Annual)

Top Three (3) choices of slip number

1. _____ 2. _____ 3. _____

**Please visit Public Landing and review slip numbers*

2. Term

2.1. Initial Term: The initial term of this License is one year beginning on _____ and ending on _____ (“Initial Term”).

2.2. Renewal Terms: Subject to County approval and upon 30 days’ written notice before the expiration of the current term, the License may be renewed for additional one-year terms at the rental rate set by the County for the new term.

3. Rent and Fees

3.1. Rent is \$_____ per season, which may be adjusted annually by the County.

3.1.1. Payment must be made in one full payment upon execution of the License for the Initial Term and before the beginning of any Renewal Term.

3.2. If payment becomes more than 30 days overdue, County may begin collection efforts, including all available lien procedures under Maryland law.

4. Boat Information

The only Boat (“Boat”) that is permitted to be stored at the Premises is described as follows:

Boat Name: _____

L_____ W_____

Year: _____

Make: _____

Model: _____

Boat ID No.: _____

5. Condition of Boat

- 5.1. The Boat must be seaworthy and capable of meeting all State and Federal requirements for vessels of the type. At the Licensee’s expense, County may remove any vessel deemed unseaworthy or hazardous to other boats, boaters, the Harbor, or the Premises.
- 5.2. If the Boat sinks, appears to be sinking, or otherwise threatens to cause damage to people or property when at the Premises or in Harbor waters, County may pump, raise, or remove the Boat and Licensee will be responsible for all associated expenses. Licensee waives any claims for damages caused by County’s actions.

6. Abandonment

If the Boat is abandoned, County may remove the Boat from the slip and put it in dry storage. Licensee will be responsible for all applicable rent, storage fees, removal costs, and legal fees.

7. Indemnification

- 7.1. Licensee must indemnify County against all claims, losses, damages, or demands (including all related expenses for investigation and defense, including court costs, expert fees, and reasonable attorneys’ fees) related to this License or the use of the Premises by Licensee or its agents or invitees.
- 7.2. This provision will survive the expiration or termination of this License indefinitely.

8. Insurance

- 8.1. Licensee must have boater's liability insurance coverage (including bodily injury, property damage, and salvage coverages) of at least \$100,000 for the Boat. The policy must have a minimum of 30 days' notice of cancellation.
- 8.2. County must be an "Additional Insured."
- 8.3. A current certificate of insurance must be submitted before the License is entered or renewed.
- 8.4. If the policy is cancelled or restricted, the County must be notified immediately.

9. Other Licensee Obligations

- 9.1. Licensee accepts the Premises in "as-is" condition.
 - 9.1.1. County does not guarantee continuous utility service and no refunds will be issued for disruptions.
- 9.2. Licensee must keep the Premises, adjacent common areas, catwalk, bulkhead, and pier clean and orderly.
- 9.3. Licensee bears all risk of damage to boats or other personal property stored at the Premises.
- 9.4. Licensee is responsible for damage Licensee causes to any County property, including to the Premises, utility hook-ups, adjacent common areas, catwalk, bulkhead, and pier (if applicable).

10. Permitted Activities

Licensee may only do the following at the Premises:

- 10.1. Store the Boat identified in Section 4.
- 10.2. Routine maintenance of the Boat.
- 10.3. Other reasonable activities related to the Boat.

11. Prohibited Activities

Licensee must not do or allow the following:

- 11.1. Store any materials, supplies, gasoline, paraphernalia, equipment or any other items on the bulkhead, catwalks, or parking lot.
- 11.2. Interfere with any other dock space.

11.3. Reside on the Boat or Premises.

11.4. Engage in any commercial activities.

11.5. Allow the Boat to be moored beyond the outermost pilings.

12. Termination

12.1. The County may terminate the License for any reason with 30 days written notice Licensee.

12.2. After notice of termination, Rent will continue to accrue on a pro rata basis until Licensee vacates the Premises.

13. Reassignment

Upon 10 days' notice, County may reassign Licensee to a different slip location of equal or greater size.

14. Force Majeure

If County is unable to perform its obligations because of any casualty to the Harbor, strike, work stoppage, extreme weather conditions, utility service interruption, or other act of man or nature beyond its reasonable control, it will be relieved of its obligations under the License.

15. Compliance With Applicable Law

Licensee must strictly comply with all laws, ordinances, rules, and regulations of governing bodies with jurisdiction over it.

16. Amendments

All amendments of this License must be in writing and signed by all parties.

17. Assignment Prohibited

Licensee must not assign any interest in or sublet of any part of the Premises.

18. Applicable Law

This License is governed by the laws of the State of Maryland and Worcester County. The exclusive venue for any dispute related to this License will be a court of competent jurisdiction in Worcester County.

19. Entire Agreement

This License is the entire agreement between the parties and supersedes all earlier related communications.

20. Third Party Beneficiaries

Nothing in this License gives any rights to any unnamed third persons.

21. Successors

This License is binding upon the successors of the parties.

22. Severability

If a court finds any term of this License to be invalid, the remaining terms will be unaffected and construed as if the License did not contain the invalid term.

23. No Waiver

The failure of either party to enforce any term of this License is not a waiver.

24. Attorney's Fees

Licensee must pay to County all reasonable attorneys' fees and court costs that County incurs enforcing this License, including for any landlord/tenant action. Attorneys' fees and court costs will be considered rent.

The Parties agree to this License on the date stated above.

Attest:

**County Commissioners of
Worcester County, Maryland**

Joseph M. Mitrecic
President

Witness

Licensee

By: