



Annapolis Landing Marina  
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## DOCKAGE AGREEMENT

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Slip No.: \_\_\_\_\_ Date: \_\_\_\_\_

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

Registration or Documentation No.: \_\_\_\_\_

Description (please print boat make under Power or Sail):

Sail \_\_\_\_\_ Power \_\_\_\_\_

Draft \_\_\_\_\_ Beam \_\_\_\_\_ Length Overall \_\_\_\_\_

Hailing Port: \_\_\_\_\_

Vessel OWNER'S Name: \_\_\_\_\_ Phone \_\_\_\_\_

Vessel Co-OWNER'S Name: \_\_\_\_\_ Phone \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Electrical requirements: 30 amp \_\_\_\_\_, 50 amp \_\_\_\_\_

Parking Stickers issued: \_\_\_\_\_

Term: Beginning on \_\_\_\_\_ through \_\_\_\_\_

### Term Charges:

(a) Dockage \$ \_\_\_\_\_

(b) Live-aboard fee \$ \_\_\_\_\_

(c) Total Charges \$ \_\_\_\_\_

Total Due on Signing Agreement \$ \_\_\_\_\_ Balance of \$ \_\_\_\_\_ due \_\_\_\_\_

\_\_\_\_\_  
Vessel OWNER

\_\_\_\_\_  
Date

\_\_\_\_\_  
ALM Representative

\_\_\_\_\_  
Date

The parties agree as follows:

1. For the purposes of this agreement, the term OWNER shall include the actual registered OWNER of the vessel, his family members, guests, outside labor, or any other persons using the vessel. By order of the vessel OWNER signing this contract, it is agreed that ANNAPOLIS LANDING MARINA (ALM) shall provide wet dockage or dry storage and services at ALM's establishment on Back Creek in Annapolis. Both parties agree that failure by the OWNER to comply with this contract along with the rules and regulations regarding it, gives ALM an immediate right to terminate this contract.
2. The parties hereto agree that neither ALM nor any agent, servant or employee of ALM, shall be liable for any loss, damage or personal injury to the person or property of OWNER on or about the premises or aboard OWNER'S vessel, whether such loss, damage or personal injury be a result of fire, theft, act of God or any other cause or condition, except gross negligence on the part of ALM, its servants or employees. OWNER hereby agrees to save harmless ALM, its agents, servants and employees from and against any and all claims arising out of the maintenance, use or operation of his boat in the marina area or use by OWNER of the marina facilities.
3. This agreement shall be renewed automatically for terms that are equal to the original term unless OWNER or ALM shall give written notice to the other not less than 90 days prior to the agreed upon expiration of the term that renewal is not desired. Rate changes furnished by ALM at least 100 days prior to the expiration of the term shall be effective during the renewal term. At any time during the agreement, either party may cancel without cause by giving 30 days prior written notice to the other. If ALM cancels, all unearned charges will be refunded the day after the vessel is removed. If OWNER cancels, three months rent will be retained or become due to ALM, and the remaining balance, minus the outstanding charges, shall be returned to OWNER within two weeks after the vessel is removed. The vessel must be removed on or before the last day the dockage agreement is in effect.
4. In the event OWNER fails to conform to the terms of this agreement, or to the rules or regulations of ALM, or fail to pay promptly any sums due under the agreement, ALM shall have the right upon 2 weeks written notice to the OWNER specifying the nature of the default to terminate the contract for cause unless the default has in the interim been corrected. Repeated violations of the rules and regulations shall be cause for termination of the lease. If the lease is cancelled for cause, all unearned rental shall be retained as liquidated damages.
5. OWNER shall have the duty and obligation to see that all payments are made on time and shall have the burden of showing that payment of all charges was in fact received on time by ALM. ALM is under no obligation to accept any personal checks and OWNER shall be obligated, if ALM desires, to pay all charges and fees in cash or by certified check or money order.
6. ALM is not considered to be an insurer of the property or person of OWNER of any vessel in the marina. It is agreed that OWNER should have full and complete insurance coverage of his own against all boat and boating hazards, and hazards of personal injury. ALM assumes no liability for any loss or damage arising from any cause other than such work being performed by ALM at that time; responsibility for the care, control and custody of the vessel remains that of OWNER at all times, unless prior written arrangement has been made with ALM. OWNER must file with ALM proof of current insurance of the vessel.
7. Both parties agree that ALM does not accept the vessel for storage, and is not bailee. OWNER assumes full responsibility for seeing to it that his vessel is properly moored with proper lines, property tied and secured at all times, so that the vessel will be secure in all wind and weather conditions. However, during the absence of the OWNER, if ALM finds the vessel in danger, ALM is authorized, but not required, to take temporary action to protect the vessel and necessary and reasonable costs shall be charged against OWNER. OWNER shall also be liable for any damage occasioned to the property of ALM including costs of collection. ALM will bill OWNER at the rate of \$60.00 per hour for ALM labor.
8. ALM shall have a maritime lien under Federal and State Law for all charges against the vessel and its contents and may proceed to foreclose upon the lien if the charges remain unpaid 15 days after due or if there is an attempt to remove the vessel while charges remain unpaid. OWNER will be liable for attorney fees in enforcing the lien. OWNER agrees that in the event any fees remain unpaid for 45 days after they are due, the vessel may be sold by ALM or may otherwise be disposed of, including being towed away. This provision is in addition to the lien ALM may have against the vessel. If the vessel is sold, ALM shall retain from the proceeds all amounts due, interest, and expenses of sale including attorney's fees and advertising and shall remit the balance to OWNER. If the sale price is insufficient to pay the said unpaid amount, interest and expenses, ALM shall be entitled to recover the amount of such insufficiency from OWNER by bringing a suit against OWNER. If the vessel is removed or disposed of, this shall not affect OWNER'S obligations to pay all unpaid fees, expenses, interest and any other outstanding charges.
9. In the event that the vessel shall for any reason sink while berthed at ALM, OWNER shall have the sole duty to remove the vessel within 24 hours. If the vessel is a hazard to navigation or poses a danger in any other manner in the opinion of ALM, ALM shall have the authority to remove the vessel immediately, all costs of which shall be at OWNER'S expense, regardless of the success of such efforts. If OWNER does not salvage the vessel within 24 hours, ALM shall have the authority to do so and all costs shall be charged against the vessel and OWNER.
10. This agreement is subject to the ALM's RULES AND REGULATIONS attached hereto. ALM reserves the right to modify, delete or add regulations, all of which will be posted at the ALM office. The changes will go into effect immediately upon their posting at the office. ALM will attempt to notify OWNER of the changes in all cases, but its failure to do so shall not render the changes ineffective.
11. Vessel OWNER may not assign or transfer in whole or in part any rights under the contract. ALM will have the full right to use the slip for transient dockage whenever the vessel is to be removed overnight or longer. Additionally, it is OWNER'S responsibility and duty to notify the dockmaster, or if need be, anyone in the ALM concerning departure time from and arrival time back to the slip when leaving for overnight or longer. It is the OWNER'S responsibility to ensure ALM can reach either himself or an authorized representative at all times. In emergency situations should ALM not be able to reach OWNER or an authorized representative, OWNER authorizes ALM to act as required.
12. A security deposit with ALM may be held as a security for payment of any charges due. Within 30 days after the termination of the agreement, the security deposit, less charges, shall be remitted to OWNER. In these cases, a non-refundable deposit equaling 10% of the slip fee is due 90 days prior to the renewal date, to hold the slip for the next year.
13. A \$25.00 per month late fee will be applied on all past due accounts.
14. Workmen authorized by OWNER must check in with management and have a minimum of \$1,000,000 liability insurance and a minimum of \$500,000 workers compensation insurance.