

**WET SLIP RENTAL AGREEMENT
 DRY STACK RENTAL AGREEMENT
 (CIRCLE ONE ONLY)**



WASHINGTON'S LANDING MARINA
 100 WATERFRONT DRIVE
 PITTSBURGH PA 15222-4702
 OFFICE (412) 321-3600
 FAX (412) 321-1922
 SERVICE (412) 321-3774

Name _____
 Address _____

 SS# _____

THIS AGREEMENT entered into this ____ day of _____, 20 ____, by and between WASHINGTON'S LANDING MARINA, INC., a Pennsylvania Corporation, (hereinafter known as "lessor"), and _____ (hereinafter known as "tenant") subject to the following terms and conditions:

This watercraft rental agreement is for the period

- Summer Only From _____, 20____ to _____, 20____ inclusive
- Winter Only From _____, 20____ to _____, 20____ inclusive
- Year Round From _____, 20____ to _____, 20____ inclusive

and may be renewable for additional periods upon agreement of both parties as to rates, conditions, space involved, and payment of all specified fees and services.

WATERCRAFT: Make _____ Model _____ Year _____
 Length (Registered) _____ Hull ID No. _____
 PA No. _____ Name on Watercraft _____

MOTOR: Make _____ Model _____ HP _____

TRAILER STORAGE: Yes or No _____ Description _____ Lic. Plate # _____

Tenant's Insurance Co. _____
 Address _____
 City & State _____
 Agent _____
 Phone _____
 Policy # _____
 (include a copy of current policy/binder of insurance)

Other Persons Authorized to Board or Operate Watercraft
 Name _____
 Phone _____
 Name _____
 Phone _____

(FOR MARINA USE ONLY)

DOCKAGE/STORAGE FEE

_____ \$

_____ \$

_____ \$

_____ \$

Tax \$

Total \$

Less Advance \$

THIS AMOUNT DUE \$

Home Phone _____ Office Phone _____ Driver's License No. _____

In case of emergency, notify: _____ Phone _____

TENANT CERTIFIES THAT TENANT HAS READ, UNDERSTANDS FULLY, AND AGREES TO BE LEGALLY BOUND TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND SPECIFICALLY INCLUDING THE TERMS ON THE REVERSE SIDE. THE TENANT SIGNING BELOW CERTIFIES THAT HE OR SHE IS THE LAWFUL OWNER OF THE WATERCRAFT ABOVE DESCRIBED AND THAT HE OR SHE IS AUTHORIZED TO SUBJECT THE WATERCRAFT TO THE PROVISIONS OF THIS AGREEMENT. FURTHER, BY SIGNING THIS AGREEMENT, THE TENANT ACKNOWLEDGES RECEIPT OF THIS AGREEMENT.

WASHINGTON'S LANDING MARINA, INC.

By: _____
 Name: _____
 Title: _____

Accepted by: _____
 Tenant

WHITE: Original

YELLOW: Customer

1. Lessor shall retain the right to designate storage space. Every effort shall be made to assign tenant the storage space of his/her choice; however, the rights of other tenants and lessor's business judgment shall also be relevant factors in the assignment of storage space.
2. To be accepted for storage, a watercraft must be equipped with US Coast Guard approved safety equipment, such as but not limited to battery shut-off, fire extinguisher or lanyard device.
3. INSURANCE: Tenant agrees to have the watercraft covered by a full marine insurance package (hull coverage as well as indemnity and liability coverage). A current certificate evidencing Tenant's insurance coverage must be on file with Lessor at all times.
4. All watercraft are accepted for storage with the understanding that no person, other than a marina employee, will be allowed to board watercraft without the Lessor's consent while the watercraft is docked or stored. No watercraft shall be released to third parties without the written consent of the tenant. Lessor makes no representations or warranties concerning security at the premises, either for the facilities in general or for the tenant's dock/storage space in particular, including any means of ingress or egress thereto or with regard to having an agent or employee on the premises except during regular posted business hours.
5. Tenant shall be responsible for properly securing the watercraft and equipment including but not limited to antennas, trim tabs, bimini and convertible tops or any other protruding equipment, and shall be responsible for all articles left in or on the watercraft. Lessor assumes no responsibility for such articles or protruding equipment on or in the watercraft.
6. Tenant agrees not to sell, transfer, assign or permit the use of the assigned dock/storage space without the express written consent of the lessor. The tenant agrees to notify the lessor, in writing, of any change of ownership of the watercraft.
7. Should tenant remove watercraft from dock space, Lessor retains the right to use tenant's dock space on a transient basis until the tenant's watercraft returns.
8. Only those persons specified on the front of this agreement shall be permitted to operate the watercraft in or to and from the marina docking facilities.
9. Tenant agrees not to hold lessor liable for any loss caused by any delay in launching, storage, transporting or servicing caused by weather delay or any other event beyond the control of the lessor. The business is open seven (7) days a week during the summer season but reserves the right to set business hours with regard to seasonal changes and weather conditions. Lessor shall not be liable for any acts beyond its control including failure of lessor's marine equipment. Tenant shall be solely responsible and liable for the watercraft, trailer, cars or any other vehicle or equipment left on the docks or premises.
10. Tenant shall not use the marina's electrical outlets to operate power tools, equipment, machinery, appliances or any other device unless granted with explicit written permission. The use of any open flame device, toxic chemicals or any other hazardous equipment or supplies on the docks or premises is prohibited unless granted with explicit written permission.
11. Tenant may not bring gasoline or petroleum products on to the premises except the fuel in the watercraft's tank at the time of delivery to the premises.
12. Tenant shall use the docks and attached facilities for reasonable and typical watercraft or marine related activities. Tenant shall keep the dock clear of all gear, tackle, and other obstructions. Tenant agrees not to dispose of waste or trash, including treated or untreated sewage from porta-potties, heads, or holding tanks, in the lessor's docking area. Lessor shall not permit tenant to cause any damage to the docking facility through excessive wear and tear, create any unnecessary disturbance or nuisance or store rubbish on or around the docking facility or premises. Such violations could result in the imposition of additional fees.
13. All maintenance, service, cleaning or detailing or any other non-storage services to the watercraft or related equipment must be performed by an employee of the lessor or any sub-contractor of the lessor. The tenant may not hire any contractor to perform any marine related services on the docking facilities or premises unless granted with explicit written permission by lessor. If such permission is granted, the contractor must deliver to lessor evidence of a standard certificate of workman's compensation and liability insurance coverage. Lessor will not be held liable or responsible for any work performed or damages to watercraft. A fee may be charged by lessor for such work performed by contractor. Tenant may clean or perform minor repairs to the watercraft or any related equipment on the docking facility or premises as long as such work does not interfere with the rights of other tenants or the operation of the facilities.
14. If tenant violates any terms and conditions contained in the agreement or the rules posted from time to time in the facilities office, lessor shall have the option of terminating this agreement immediately. Upon termination of this agreement by either party, tenant shall immediately pay any outstanding balance owed to the marina and retrieve the watercraft subject to the provisions in paragraphs 16 and 17 herein.
15. If the tenant fails to remove in a timely manner, the watercraft or any other equipment, from the rented dock/storage space at the termination of this agreement, lessor shall be entitled to any or all of the following remedies: (1) removing watercraft from said dock space and securing the watercraft on the premises; (2) charging tenant any associated charges for securing watercraft; (3) charging tenant daily rent on a pro rata basis for the storage space occupied by the watercraft; (4) taking or retaining possession of the watercraft and equipment and securing the watercraft and equipment to the storage space occupied; (5) pursuing any other remedy available under law.
16. Tenant shall not remove the watercraft and equipment from the rented storage space until all charges secured by the liens described in paragraph 16 have been paid in full.
17. To secure payment of storage fees, gasoline, marine hardware, accessories, service and repairs and any other services or materials rendered or supplied to the tenant, the tenant hereby grants to the Lessor a security interest in the watercraft, motor and accessories and any other equipment. In the event collection procedures or legal action is required to collect any amount due under the terms of this agreement, the tenant agrees to pay all related costs incurred, including reasonable attorney's fees. In addition, tenant agrees to pay to the marina a \$250.00 administrative fee should collection action be initiated. So long as any amounts due to the lessor remain unpaid, the lessor shall hold a common law possessory lien on the watercraft, motor, any attached equipment or any other equipment related to the watercraft. In addition, lessor shall have statutory maritime and admiralty liens (state and federal) upon the watercraft, motor, attached equipment or any other equipment related to the watercraft to secure any and all dock/storage fees, services and materials supplied to tenant by lessor during the term of this agreement.
18. Lessor shall not be liable for personal injury, loss of life, loss or damage to property to the watercraft, motor, accessories and contents of watercraft or any other equipment related to the watercraft in this agreement due to fire, flood, theft, vandalism, collision, facility equipment failure, windstorm, rain, hurricane or other casualty loss, or the ordinary negligence of lessor, its employees or agents. The tenant for his/her self, family, invitees, employees, agents, heirs, assigns and subrogees hereby releases and agrees to hold harmless lessor and all of its employees and agents for any and all liability for personal injury, loss of life and property damage: (1) arising out of the ordinary negligence of the lessor or its employees and agents in connection with the lessor's premises, or in the use of the dock/storage space; (2) in connection with the tenant's watercraft, motor and accessories and any other equipment while on the premises being moved, hauled, launched or while moored to the docking facilities; (3) loss or damage to property to the watercraft, motor, accessories and contents of watercraft or any other equipment related to the watercraft in this agreement due to fire, flood, theft, vandalism, collision, facility equipment failure, windstorm, rain, hurricane or other casualty loss. The indemnification provided herein shall include all costs, expenses and reasonable attorney's fees incurred by lessor in the defense of any action based on the foregoing, including any action brought by the tenant, family, invitee's agents, heirs, assigns or subrogees.
19. Tenant shall deliver to lessor, keys required to access and operate the watercraft. In an emergency situation, or any situation that the lessor deems critical to the safety of the facility, the lessor shall be permitted to move tenant's watercraft, if possible. However, lessor is not required to move watercraft in any emergency situation or any situation that the lessor deems critical to the safety of the facility. Tenant shall indemnify and holds lessor harmless from any and all liability, injury, loss or damage caused by or resulting from any emergency situation or any situation that the Lessor deems critical to the safety of the facility.
20. "For Sale" signs, or any other advertising or solicitations on a watercraft is prohibited unless granted with explicit written permission from lessor. Lessor retains the right to charge appropriate brokerage fees where applicable.
21. Tenant agrees that a \$20 per month late fee as well as a 2% per month finance charge shall be imposed on all balances overdue by 30 days as per terms of the lessor.
22. Renewal: The parties agree that unless tenant provides lessor with certified written notice of the tenant's intent to terminate this agreement within 30 days of the expiration date hereto, then this agreement shall automatically renew for a subsequent term (summer, winter or year round). In the event the tenant terminates this agreement, tenant agrees that all balances owed shall be paid prior to the release of the watercraft, motor and accessories and any other equipment to the tenant pursuant to paragraphs 15 and 16 of this agreement.
23. Increase in Rent: Tenant acknowledges that the rental rates are reviewed and adjusted seasonally. The tenant shall receive, on a seasonal basis, written notification of adjustments to rental rates. If tenant objects to any rate adjustments, tenant shall immediately contact and inform lessor and this agreement shall be terminated immediately and tenant shall pay any balances due to lessor. Tenant agrees that a failure to object to rental increases and payment of same shall be deemed as tenant's acceptance of any rent adjustments and those adjustments shall be incorporated by reference into this agreement and be made a part hereof.
24. Failure to strictly comply with the express terms of this agreement shall not constitute a waiver of any provisions set forth herein.