



# DOCKAGE/ STORAGE RENTAL AGREEMENT

Agreement between Worton Creek Marina LLC (hereafter "Marina") and the undersigned boat and owner listed (hereafter "Owner")

Name \_\_\_\_\_ Vessel Name \_\_\_\_\_ Slip # \_\_\_\_\_

Address \_\_\_\_\_ LOA \_\_\_\_\_ Beam \_\_\_\_\_ Draft \_\_\_\_\_

\_\_\_\_\_ Vessel Type \_\_\_\_\_ Wet Slip Electric \_\_\_\_\_  
(Sail or Power) (1-30, 2-30, 1-50)

Daytime Phone \_\_\_\_\_ E-Mail \_\_\_\_\_

## Dockage/ Storage Request (Please check off all that apply):

### **Winter 2023/2024:**

*(11/1/23 – 4/30/24)*

Wet, Covered Shed

Wet, Open Slip

Winter Dry Storage

### **Summer 2024:**

*(5/1/24 – 10/31/24)*

Wet, Covered Shed

Wet, Open Slip

Summer Dry Storage

## Additional Terms and Agreements

- Worton Creek Marina LLC is a certified Maryland Clean Marina and as such follows the Pollution Prevention Practices listed on Page 2 of this agreement. As part of this agreement the Yacht Owner also agrees to comply with these Pollution Prevention Practices.
- Owner agrees to pay and Marina shall have a Lien against the above described boat for unpaid sums due under this Agreement, charges on account including dockage invoices, work order service invoices, and ship's store charges, delivered to the Owner or used for or on the above boat, and for damages caused by the above described boat or by Owner, or his agents, employees and guests, to any docks or the property of the Marina. Owner agrees to pay all expenses and costs incurred by Marina and Marina shall have a lien against the above-described boat in enforcing any of the terms and conditions of this Agreement, including reasonable Attorney's fees.
- Slip customers are limited to one (1) dockside parking space as available. Additional cars must be parked on the hill.
- Marina must be notified of all overnight absences from a slip or shed, giving departure date and expected date of return. Marina reserves the right to sublet a slip or shed when owner's yacht is absent.
- The Owner is NOT allowed to make any physical modifications or additions to his slip, adjacent docks, pilings or other marina property without the express written permission from Worton Creek Marina LLC.
- This contract is for boat space only, and such space is to be used at the sole risk of the Yacht Owner. The Yacht Owner, for himself, his heirs and assigns, hereby agrees to save the Marina harmless from any and all liability or damages for personal injury, loss of life, or property damage to himself, his family, his employees, invitees, guests and agents arising out of, or in connection with, the condition or use of the above boat, motor, and accessories, or the use of the Marina premises; and the Owner, for himself, his heirs and assigns hereby releases and agrees to indemnify and hold harmless the Marina from any and all liability for, or loss or damage to the above described property, or the contents thereof, due to fire, theft, collision, windstorms, accident, or like causes. **THE MARINA IS NOT CONSIDERED UNDER THIS AGREEMENT AS AN INSURER OF THE OWNER'S PROPERTY, AND IT IS SUGGESTED THAT THE OWNER SECURE SUCH INSURANCES AS HE DESIRES.** The Marina will not be held responsible for contents of the boat, including electronics, fishing equipment, docking lines, life preservers, etc. Under this Agreement the relationship between Owner and Marina is simply that of tenant and landlord.
- PLEASE READ CAREFULLY:** Any outside contractors working for the Yacht Owner must provide **CERTIFICATES OF INSURANCE** with Worton Creek Marina LLC listed as the Certificate Holder for Liability Insurance in the amount of \$1,000,000.00 or greater and Maryland Worker's Compensation Insurance. The certificates will be kept on file at the marina office and all outside contractors are required to sign in and out when they are on Worton Creek Marina property. It is the responsibility of the Yacht Owner to ensure their outside contractors provide proof of insurance and comply with the Pollution Prevention Practices listed as part of this agreement.
- The Yacht Owner is **REQUIRED** to carry liability insurance on their vessel with a minimum limit of liability of \$500,000.00, and specifically including fuel spill liability coverage. Yacht Owner is required to provide Worton Creek Marina LLC with a current **CERTIFICATE OF INSURANCE**.
- This signed Agreement must be received prior to the beginning of the requested storage. All vessels remaining without a signed Agreement must be removed from the property within 30 days.
- If Owner shall fail to remove his boat after expiration of this Agreement, the Agreement shall, at Marina's option, be deemed to be renewed for a one-year period on the same terms and conditions. If Marina shall elect not to renew this Agreement, Owner shall be liable to Marina, in addition to any and all other amounts due hereunder, for double the dockage/storage amount due hereunder until the boat is removed as well as the costs and expenses incurred by Marina in removing the boat including, but not limited to, reasonable attorney's fees.

Yacht Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

# **Worton Creek Marina LLC**

## ***Pollution Prevention Practices***

- A. REPAIRS AND SERVICE (to hull and engine: painting, cleaning, washing, sanding, scraping, etc.)
  - 1. Work on hulls and engines only in designated area or use portable containment enclosures with approval of marina management.
  - 2. Use tarps and vacuums to collect solid wastes produced by cleaning and repair operations – especially boat bottom cleaning, sanding, scraping and painting. Pressure washing of boat bottoms on wash pad only.
  - 3. Conduct all spray painting within an enclosed booth or under tarps.
  - 4. Use non-toxic, biodegradable solvents.
  - 5. Capture debris from boat washing and use only minimal amounts of phosphate free, non-toxic and biodegradable cleaners.
  - 6. Use drip pans for any oil transfers, grease operations and when servicing I/O's and outboard motors.
  - 7. Obtain management approval before commencing any repair which will open the hull. Clean and pump bilges free of contaminated materials before and after repairs which open the hull.
  - 8. Use spill proof oil change equipment.
  
- B. VESSEL MAINTENANCE WASTE
  - 1. Non-toxic residue of sanding, scraping and grinding: bag and dispose of in regular trash.
  - 2. Toxic and non-environmentally safe solvents and cleaning liquids: seek specific directions from Marina management or dispose of with licensed agency.
  
- C. FUEL OPERATIONS
  - 1. Install fuel/air separator on fuel tank vent line(s) to prevent overflow of fuel through vent.
  - 2. Keep petroleum absorbent pad(s) readily available to catch or contain minor spills and drips during fueling.
  
- D. WASTE OIL AND FUEL
  - 1. Recycle used oil and antifreeze.
  - 2. Add a stabilizer to fuel tank in the fall or an octane booster to stale fuel in the spring. Use the fuel or bring it to a household hazardous waste collection site.
  - 3. Absorbent materials soaked with oil or diesel: drain liquid and dispose of in used oil recycling container; double bag absorbent material in plastic and dispose in regular trash receptacle.
  - 4. Absorbent materials soaked with gasoline (flammable): air dry and reuse.
  - 5. Bio remediating absorbent products: dispose of in regular trash as long as no liquid is dripping. Because the microbes need oxygen to function, do not seal in plastic.
  - 6. Oil filters: Drain and recycle the oil, recycle the filter or double bag and put in regular trash.
  
- E. ONBOARD PRACTICES
  - 1. Maintain oil absorbent pads in bilge. Inspect no less than seasonally.
  - 2. Do not discharge bilge water if there is a sheen to it.
  - 3. Use only low-toxic antifreeze (propylene glycol). Recycle used antifreeze (even low toxic antifreeze will contain heavy metals once it has been used).
  
- F. SEWAGE HANDLING
  - 1. Never discharge raw sewage within Maryland waters.
  - 2. If you have an installed toilet, you must have an approved Marine Sanitation Device (MSD).
  - 3. Do not discharge Type I or Type II marine sanitation devices within the marina basin.
  - 4. Use marina restroom facilities when at slip.
  - 5. Do not empty port-a-potty overboard; use marina dump facility. Do not empty port-a-potty in the restroom.
  - 6. Do not discharge holding tanks overboard, use pump out facility.
  - 7. If you must use a holding tank additive, use an enzyme-based product. Avoid products that contain quaternary ammonium compounds (QACs), formaldehyde, formalin, phenol derivatives, alcohol bases or chlorine bleach.
  
- G. ORGANIC WASTE
  - 1. Walk pets in specified areas and dispose of their wastes, double-bagged, in the dumpster.
  
- H. SOLID WASTE
  - 1. Recycle plastic, glass, aluminum and used lead batteries.
  - 2. Place trash in covered trash receptacles, replace covers.