

Beverly Beach Community Association, Inc.
2005 MARINA AND BOAT RAMP CONTRACT
The rental period is March 1, 2005 through March 1, 2006

This agreement constitutes a contract between the boat owner and the Beverly Beach Community Association, Inc. (hereinafter referred to as "BBCA"). The terms and conditions of the contract may not be altered or otherwise modified by any other agreement, either written or verbal, between the boat owner and BBCA. No changes or modification to this contract are valid unless amended in writing in the "Amendments" section and signed by both parties. The boat owner must be in good standing in accordance with the By-Laws before entering into this contract.

Seasonal Slip and Boat Ramp

Fee = LOA (length overall of boat): _____ X \$12.00 = _____

BBCA Ramp Key # _____

Assigned Slip: _____

Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____

Vessel Make/Model: _____ Length: _____ Beam: _____ ()power ()sail

Hull #: _____ State Registration No. _____ Year: _____

Boat Ramp Only

Fee = \$25.00

BBCA Ramp Key # _____

Insurance Company: _____ Policy Number: _____

1. *Contract Amount and Payment Schedule*

Overall length will include all extensions, including but not limited to swim platforms, bowsprits, etc.

2. *Seasonal Slip and Boat Ramp Fee*

The contract amount is based on the greater of the overall length of the vessel or the length of the slip.

This slip fee is \$12.00 per foot of overall length.

3. *Ramp Fee Only*

The ramp fee is \$25.00. A \$50.00 charge will be assessed for a replacement key.

4. *Payment*

A boat owner must be a member in good standing and must return both the full payment and a signed contract by **March 1**.

If payment and contract are not received by this date, BBCA will assume that Boat Owner is not renewing, and the slip will be opened to the Boat Owners on the waiting list. Boats will not be allowed in the marina if the boat owner (a) has not returned a signed contract or (b) is delinquent in any payment. Fees are non-refundable and must be paid by check, payable to: **BBCA, PO Box 212, Mayo, MD 21106, Attn: Dock Master**. BBCA will rent a slip to the boat owner for the sum above. Payment shall be made in accordance with this section. No vessel will be allowed to occupy a slip without a signed contract. The boat owner will be in default if he fails to keep any agreement in this contract. If the boat owner is in default, BBCA may cancel this contract or assert any other legal remedy.

5. *Terms and Conditions*

The boat owner agrees to abide by the BBCA terms and conditions (Attachment I) and rules and regulations including the By-Laws, any rules and restrictions published by the BBCA, and other rules and regulations that from time to time may be enacted by the Board of Directors. Failure to abide by these rules, regulations and conditions is considered a breach of contract. This contract may be terminated for infractions of the above at the sole discretion of BBCA according to the procedures established in the By-Laws.

If a boat owner wishes to use a slip, other than his own, **prior written permission of the Dock Master is required**. Such use will be billed at the regular rates. BBCA reserves the right to rent any slip to transient visitors when the slip is not being used by the boat owner.

6. *Restricted use of docks.*

No boat owner will stow or fasten personal property, such as, but not limited to cleats on the docks. The use of the docks is restricted to emergency use of electrical cords and the free passage of members to and from their vessels.

7. *Limits of Liability*

BBCA makes no warranty as to the suitability of the facility or related services, including water, electricity and launch services.

BBCA, its officers, members and employees, will not be liable for any damage to the owner's boat or other property. It is the boat owner's sole responsibility to ensure that his boat is secured safely and in a manner that does not cause damage to his vessel, other vessels, or the Marina.

8. *Liability Insurance*

The boat owner is responsible for carrying adequate liability insurance on the vessel to cover damage that the vessel may do to property belonging to BBCA or to boat owners. The owner shall carry minimum of \$100,000 liability insurance. No vessel will be allowed in the marina or ramp without adequate insurance. **BBCA reserves the right to demand proof of such insurance.**

I have read and accept all of the above.

Boat Owner's Signature: _____ Date: _____

Dock Master's Signature: _____ Date: _____