

#ATTACHMENT I

**Terms and Conditions to the Beverly Beach Community Association
2010 Marina and Boat Ramp Contract**

The following terms and conditions are attached to and incorporated by reference into the 2008 Marina and Boat Ramp Contract (herein "Contract") between Boat Owner and the Beverly Beach Community Association, Inc. (BBCA).

1. The Boat Owner must be (a) an occupying resident (property owner or renter) within the limits of Beverly Beach, Anne Arundel County, Maryland and (b) a BBCA member in good standing as defined by the BBCA By-Laws.
2. The Boat Owner acknowledges that the BBCA Dock Master and the BBCA Board of Directors are vested with the authority to enforce the rules, regulations and terms and conditions of the marina and boat ramp facilities.
3. The Dock Master, at his discretion, may request a Boat Owners proof of Beverly Beach residency and proof of ownership of vessel to establish eligibility.
4. Every boat for which a Contract is written must have a valid (unexpired) State decal, which must be displayed at all times the boat is docked at the BBCA pier. Contracts for boats observed moored at the BBCA pier with expired State decals will be canceled, unless current decals are displayed within five (5) days of written notice from BBCA. The Boat Owner's name and address must appear on the boat registration.
5. Without the prior written consent of the BBCA, Boat Owner may not allow the rented slip to be used for any boat other than the one described above, may not assign the Contract, and may not dock the boat described in any other slip.
6. The following terms apply to the boat ramp use and ramp key:
 - a) Any Boat Owner renewing a Contract will only be issued a new ramp key with the return of the previous year ramp key.
 - b) The ramp keys remain the property of BBCA. Each key is numbered and assigned by the Dock Master.
 - c) If a Boat Owner moves, the key must be surrendered to the Dock Master.
 - d) Unauthorized use of the ramp key, such as duplication, lending of the key, and providing ramp access to unauthorized users, is prohibited. The key will be confiscated and the Contract terminated for the Boat Owner assigned to the key.
 - e) Only one replacement key will be issued by the Dock Master at the contracted rate of \$50.00.
 - f) The Boat Owner is responsible to ALWAYS secure and lock the chain immediately after using the boat ramp.
7. Boat Owner shall indemnify and reimburse BBCA for all loss, damage, or injury to any pier or property of BBCA caused by the boat owner, or any agent, employee, or invitee of the Boat Owner, within fifteen (15) days after written notice from BBCA. Boat Owner shall be responsible for any costs of enforcement as noted in Paragraph 18 of these contract Terms.
8. Boat Owner will hold BBCA harmless from any and all liability to others and shall indemnify BBCA from any and all loss or damage it may sustain by reason of any acts or omissions of the, or of any agent, employee, or invitee of the Boat Owner, including court costs and reasonable attorney's fees incurred in connection with any litigation resulting there from.
9. BBCA has no duty whatsoever to guard, care for, or protect the boat or any property of the Boat Owner, or to provide any other service or facilities for the Boat Owner's proper use of the slip rented pursuant to the Contract; and BBCA shall have no responsibility to protect the Boat Owner from any trespasser or against any infringement by others on said slip; nor shall BBCA have any other responsibility or duties hereunder.
10. Boat Owner accepts, and will comply with, all BBCA Rules Governing Slip Assignment and Boat Ramp Use. Further, the following conduct by Boat Owner, his agents, employees, invitees or family members *shall not be permitted* and shall constitute grounds for canceling the Contract (See Paragraph 14):
 - a) Profanity or intoxication on the premises of the Association, the piers, or the boats;
 - b) Abusive conduct which interferes with, or is likely to interfere with, the pleasure and comfort of neighbors, other slip tenants, or BBCA;
 - c) Operation of boats in any manner other than a safe and prudent one at the site of BBCA piers, or entrances thereto;
 - d) Failure to place trash, debris and other disposable items in appropriate containers supplied by BBCA; and/or pollution of the waters of Cadle Creek by adding any foreign

- substance to said waters while at or on BBCA property or piers or a vessel moored thereto;
- e) Use of electrical power furnished by BBCA (i) when the boat is not in use, (ii) when used for heating, air conditioning or refrigeration units or for other excessive power drain as determined by BBCA (Marina Committee), or (iii) when connected to the boat's electrical service except for the sole purpose of charging batteries;
 - f) Charcoal fires or open fires of any kind on vessels or docks in the marina;
 - g) Swimming, diving or fishing from the docks;
 - h) Use of boat trailers at the boat ramp without a BBCA sticker;
 - i) Habitation on boats ;
 - j) Use of facilities by any commercial enterprise, such as but not limited to, charter vessels, commercial crabbing vessels, etc.; and/or
 - k) Breach of any term or condition of the Contract documents.
11. All boats moored at BBCA piers shall be properly moored and maintained in a safe condition at all times and shall be operated at least twice a month during the months from June through September. BBCA piers may not be used for "wet storage". Boat Owner may not allow his boat to remain sunk at his slip for a period in excess of fifteen (15) days, or if the Boat Owner's boat sinks while entering or leaving a BBCA pier in such a place that it becomes hazardous or difficult for other tenants to leave or enter the pier area by water, in excess of four (4) days.
12. All boats must be seaworthy, and must not exceed the maximum length overall (LOA) allowed in the assigned slip. To determine the LOA, the vessel shall be measured from bow to stern including all extensions. The Dock Master reserved the right to determine the LOA and whether the boat is appropriate for a particular slip
13. Boat Owner acknowledges it is in the best interests of BBCA to maximize the use of slips at BBCA piers for residents of Beverly Beach. Boat Owner is expected to have a need to use a rental slip. If Boat Owner does not have a need to use a slip, the slip should be available to others. To this end, Boat Owner's boat must be moored in a slip at a BBCA pier by June 1 and continue to be moored for a majority of the days from June 1 through June 30 unless prior written consent given by the Dock Master. If the Boat Owner does not comply with these terms, the Dock Master may revoke the contract so that BBCA may rent the slip to others.
14. BBCA may cancel this Contract and retain any portion of the unearned rent on ten (10) days written notice to Boat Owner at the address on the Contract for breach or default of a term of the Contract, including these Terms and Conditions. Boat Owner shall remove his boat from the slip and BBCA piers within the earlier of a) fifteen (15) days after this Contract has been canceled by BBCA or b) expiration of the term of this Contract (March 1) unless a new Contract has been offered. If Boat Owner has not removed his boat by the required date, Boat Owner specifically agrees and consents to pay BBCA a daily rental rate equal to the highest rate charged by marinas in the vicinity of Annapolis harbor for transient boats per foot per day commencing on the next calendar day and for each calendar day thereafter until Boat Owner's boat is removed from the slip and BBCA piers. Payment of such transient rental rate does not relieve Boat Owner of his obligation to remove his boat. All issues may be appealed to the Board.
15. If Boat Owner fails to move his boat pursuant to the terms of Paragraph 14 or pursuant to the reasonable request of BBCA as provided under the Contract, including these Terms and Conditions, Boat Owner gives BBCA permission to move the boat to another slip, even if the other slip may be a mud slip or be shallower than the boat's draw, and Boat Owner specifically releases BBCA and its officers and agents from any and all liability which might otherwise arise there from.
16. The Contract is *not* automatically renewable. BBCA will not consider offering Boat Owner a new contract for next year if BBCA has notified Boat Owner in writing that Boat Owner has breached a provision of the Contract, including these Terms and Conditions such breach was not timely corrected or waived by BBCA.
17. All notices shall be deemed given and effective under the Contract:
 - a) As to notices from BBCA to Boat Owner: upon mailing, first class, postage prepaid, to Boat Owner's address as stated in the Contract, or upon receipt by the Boat Owner if delivery is made personally.
 - b) As to notices to BBCA from Boat Owner: upon receipt by BBCA at PO Box 212, Mayo, Maryland 21106-0212.
18. Boat Owner agrees specifically to pay all of BBCA's costs and expenses incurred in connection with enforcing or defending its rights under the terms of the Contract documents, including a reasonable attorney's fee.
19. Boat Owner agrees to and acknowledges an expressed MECHANIC'S LIEN on any boat owned wholly or in part by Boat Owner, and kept at any time in a BBCA slip or moored to a BBCA pier, to secure any slip rental or use fees, collection fees, Attorney's fees, and other costs associated with use of a BBCA slip or pier.
20. Boat Owner has the right to appeal decisions of the Dock Master to the BBCA Board.