

2021-2022 BOAT SLIP LEASE AGREEMENT
TOWN HARBOR AND WATERMAN'S DOCK AT W. CHEW AVE.
COMMISSIONERS OF ST. MICHAELS
300 Mill Street
P.O. Box 206
St Michaels, MD 21663

Slip Number	# _____
Slip Holder Name	_____
Mailing Address	_____
	Street _____
	City _____ State _____ Zip _____
Email Address	_____
Hailing Port	_____
Telephone	_____
	Home _____ Cell _____ Business _____
Emergency Contact	_____
	Name _____ Telephone _____
Name of Boat	_____
Manufacturer	_____
Type of Boat	_____
MD Waterman's License No.	_____
MD Registration No./ Documentation No.	_____

THIS AGREEMENT is made and executed in duplicate, this ____ day of _____ 2021 by and between The Commissioners of St. Michaels, a Municipal Corporation of the State of Maryland, hereinafter called "Town", and _____, hereinafter called "Slip Holder".

WHEREAS, the Town is the owner of certain boat slips in St. Michaels Town Harbor and Waterman's Dock at W. Chew Avenue which it desires to lease; and

WHEREAS, the Slip Holder is the owner of the above described boat (the "Boat") and wishes to lease a boat slip, Slip No. _____ (the "Slip") for wet storage of the Boat.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above "Whereas" clauses and the form hereinabove are hereby incorporated as operative provisions of this Lease Agreement.
2. The Town does hereby lease to the Slip Holder, the Slip for the exclusive use of the Boat for the period of _____ through March 31, 2022, for the sum of \$ _____, the receipt of which is hereby acknowledged.
3. In addition to the slip rental rate, with the completion of each slip agreement, the slip holder will be issued a decal identifying the boat for the assigned Town Boat Slip. The decal will need to be placed on the boat next to the Maryland Registration decal and any fishing license decals.
4. The Slip Holder, for themselves, their heirs, successors and assigns, waives any and all claims against the Town and its officials and employees for any loss or damage to any boat occupying the Town Boat Slip and any and all liability for death or personal injury to the slip holder's person or property and for the death, personal injury or property damage of any other person or person(s) caused or alleged to be caused or contributed to by the Town Boat Slip or use thereof.
5. If the Slip Holder breaches or defaults on any of the provisions of this Agreement, he shall immediately forfeit and surrender all rights to the Town Boat Slip. A breach or default by the Slip Holder of these provisions does not relieve the Slip Holder of his duties under this Agreement. The failure of the Town to act upon a breach or default by the Slip Holder does not constitute a waiver of any subsequent breach or default by the Slip Holder. In the event of a breach or a threatened breach by lessee of any of the terms or conditions hereof, the Town shall have the right to invoke any remedy allowed by law or in equity, as if the specific remedies of indemnity or reimbursement were not provided herein.
6. Slip Holder understands and acknowledges that the Town, as a local government, must reserve the right to terminate this Agreement when it is deemed that the best interests of the citizens of the Town of St. Michaels so dictate. The Town reserves the unilateral right to terminate this Agreement at any time, with or without cause. If the Town terminates this Agreement as a result of a breach or default by the Slip Holder, then no advance notice is required, and no refund of rent will be made. If the Town terminates this Agreement without cause on the part of the Slip Holder, then the Town will give thirty (30) days notice of such termination and will refund a pro rata share of the annual rent for the unexpired portion of this Agreement term.
7. The Slip Holder has the right to terminate this Agreement at any time. If the Town leases the Slip for any part of the unexpired portion of this Agreement term, the Town will refund a pro rata share of the annual rent for that part of this Agreement term.
8. The Town makes no representations with respect to the depth, length or width of the Slip, or the adequacy of the Slip for storage of the Boat. It is the Slip Holders' sole responsibility to take sufficient measurements and soundings of the Slip to determine whether the Boat will fit properly within the Slip.

9. Any property which the Slip Holder shall leave in the premises after the term of this Agreement or any renewal thereof shall be deemed abandoned to the Town. Slip Holder shall reimburse the Town for costs incurred by the Town in the removal of said property.
10. The Slip Holder shall not rent, sell, transfer, sub-lease, loan or in any manner convey this lease or the use of the Slip, or otherwise permit any vessel or object other than the Boat named herein to occupy the Boat Slip, with or without consideration.
Exception:
Commercial Watermen with an active Maryland Commercial Fisheries license who are a current slip holder in the St. Michaels Town Harbor, upon their death, permanent disability or retirement, may direct that the lease of their Town Boat Slip may be willed or transferred to another Commercial Waterman who also maintains an active Maryland Commercial Fisheries License, as may be verified by the Maryland Department of Natural Resources.
11. The Town shall lease the slips on the Town-owned dock at the foot of West Chew Avenue to Watermen with an active Maryland Commercial Fisheries License to berth their vessels and offload catch. Should a slip be vacated by a Waterman, with no demand from other Watermen for said slip, and remain vacant for one (1) year, the slip may be rented to a recreational boater with a valid Maryland Boat Registration.
12. A Commercial Waterman shall have the ability to renew Town Boat Slip lease agreements in the St. Michaels Harbor and Waterman's Dock at W. Chew Avenue from year to year so long as they maintain an active Maryland Commercial Fisheries License, follow all regulations governing slip leases in the Town of St. Michaels, and operates a commercial Waterman's vessel, as may be verified by the Maryland Department of Natural Resources. The number of transferrable or willed Waterman's slips in the St. Michaels Town Harbor, excluding slips along Honeymoon Bridge, shall not exceed fifteen (15) slips.
13. Preference is given to commercial Watermen with an active Maryland Fisheries License for the slips that lie along Honeymoon Bridge.
14. The slip holder is required to notify the Town if the boat will not be in the Town Boat Slip for a period of thirty (30) days or longer.
15. The slip holder shall immediately notify the Town in the event the slip holder acquires a different boat to occupy the Town Boat Slip. If the slip holder sells the boat during the terms of the lease agreement without acquiring another boat, they will be permitted to retain the Town Boat Slip until the end of the agreement or sixty (60) days, whichever occurs first.
16. Only boats registered in the State of Maryland shall be permitted to occupy a Town Boat Slip. The slip holder shall immediately notify the Town of any changes in the boat's registration. If the boat should cease to be legally registered in the State of Maryland, the slip holder shall immediately forfeit and surrender all rights to the Town Boat Slip and the lease agreement shall be void.
17. The Slip Holder shall not use the Slip for the conduct of any boat chartering or boat rental business.
18. No person shall live aboard any boat stored at or occupying the Boat Slip. For the purpose of

this paragraph, living aboard a boat shall include staying or sleeping upon a boat for one (1) or more nights. For the purposes of this paragraph, a person shall be presumed to have lived upon a boat if he or she is aboard the boat at any time between the hours of 11:30 p.m. and 5:00 a.m. unless that person is aboard the boat for the purpose of protecting the boat from (temporary) imminent danger.

19. Any property which the slip holder shall leave in the premises after the term of this Agreement, or any renewal thereof shall be deemed abandoned to the Town. Slip holders shall reimburse the Town for costs incurred by the Town in the removal and disposal of said property.
20. The boat must be kept afloat, in good repair and operational while in the Town Boat Slip.
 - (A) The boat must leave the Town Boat Slip under its own power at least twice a year. The Town or its assignees reserve the right to ask the owner to demonstrate the designated boat is operational.
 - (B) In the event a boat sinks and remains for a period of thirty (30) days, the Town reserves the right to remove or cause to be removed the same at the expense of the slip holder in accordance with the State Boat Act.
21. The Slip Holder shall not leave parts, equipment, supplies or trash on the bulkhead area.
22. The Slip Holder shall be limited to leasing one (1) Town Boat Slip from in the St. Michaels Town Harbor and one (1) Town Boat Slip at the Waterman's Dock at W. Chew Avenue to enable access to separate tributaries, the Miles Rive and the Choptank River.
23. The Slip Holder shall not alter the Town Boat Slip or the land to which it abuts without written permission from the Town.
24. The Slip Holder will compensate the Town for any damage caused to pilings, bulk heading or facilities of the Town by the Slip Holder, his Agents, guests, or employees. Sufficiency of the compensation shall be determined by the Town in its sole and absolute discretion.
25. The lease term may be extended for additional one (1) year periods, providing that all conditions of the lease, as written or as amended by the Town are met; provided, however, no lease shall be extended or renewed unless the balance of the rental fee owed by the Slip Holder to the Town is paid in full.
26. The slip rental rate may be amended by the Town from time to time, not more than one time per year.
27. The Slip Holder shall provide proof of current registration of the boat, a copy of which shall become a part of this lease.
28. Slip Holder shall abide by all present and future rules and regulations set out by the Town and abide by any lawful order or orders issued by any agent or agents of The Commissioners of St Michaels regarding the use and occupancy of the Town Boat Slip.
29. In addition to the rental rate which shall be determined by the Commissioners and amended from

time to time, Slip Holder shall pay \$50.00 (fifty dollars) per year toward the Town's liability coverage, specifically for Marina Operators Legal Liability and Limited Pollution Liability. Payment of this fee shall be made at the time the annual rent is paid.

30. This lease contains the entire agreement between the parties. This lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties. This agreement shall be governed by and construed in accordance with the laws of the State of Maryland. For the purposes of executing this document, a facsimile or electronic signature shall be acceptable.

31. Police officers of the Town of St. Michaels shall have the authority to board any boat docked in a Town slip in violation of this article for the purpose of causing any such violation to cease or identifying the owner of said vessel and may cause such vessel to be moved or towed to another location. In addition to any fines issued, moving, or towing of the vessel shall be done at the vessel owner's sole cost and expense. Such costs and expenses must be paid in full before the Town will authorize the vessel's release.

The Town Police and Code Enforcement Officer(s) may conduct reviews of the Town slips at any time. Failure to adhere to § 101-8 of this Article is declared to be a municipal infraction. The penalty for violation of § 101-8 shall be \$100.00 for each offense, and each day that a violation continues after notification of the initial violation shall be considered a separate offense and subject to a separate citation and fine.

(A) Unless otherwise stated, three (3) citations will result in immediate termination of the slip agreement and forfeiture of slip and fees.

(B) Upon notice of termination of the slip agreement, the slip holder must remove the boat from the Town Boat Slip or cause the same to be removed within seven (7) days. Failure to remove the boat after the seven (7) day notification period is declared to be a municipal infraction. The penalty for violation of this subsection shall be \$100.00 for each offense, and each day that a violation continues shall be considered a separate offense and subject to a separate citation and fine. The Town also reserves the right to have the Maryland Department of Natural Resources declare the boat as abandoned and remove and dispose of the same in accordance with the State Boat Act.

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

I HAVE READ AND UNDERSTAND THE TERMS OF THIS LEASE

(SIGNED) _____ (Date) _____
(Slip Holder)

_____ (Date) _____
(Town Agent)