

WHARF



GANGPLANK MARINA

600 Water St SW
 Washington, DC 20024
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Type of Visit Transient Dinghy Dock Mooring Slip# _____

Arrival Date Departure Date

Name of Vessel Type of Vessel Power Sail

Length Over All Beam Draft

Owner/Agent Street

City State Zip

Phone E-Mail:

Payment Type Cash Check CC

Credit Card # EXP V-Code

Power 30 AMP 50 AMP Loaned Equipment Adapters (50-30 / 50-2-30's)

Gate Cards Issued: No. _____ No. _____

Electric Charge: 30 Amp (\$5.00 Per Cord Per Day) No. of Days _____ @ _____ Total \$ _____
 50 Amp (\$10.00 Per Cord Per Day) No. of Days _____ @ _____ Total \$ _____

Slip Fee @ \$2.00/ft per day* (*HOLIDAYS MIN OF 3 DAYS @ \$2.50/FT PER DAY) No. of Days _____ @ _____ Total \$ _____

Mooring: No. of Days _____ @ \$25.00 Total \$ _____

Dinghy Dock: (includes showers and laundry access) No. of Days _____ @ \$10.00 Total \$ _____

Other Services: _____ Total \$ _____

Wharf Gangplank Marina Leaseholder, LLC (Hereinafter "WGM") **Total Charges for Stay: \$** _____

By: _____ Date: _____

Owner's Signature: _____ Date: _____

By signing above, I warrant that I am either the Owner of the Vessel described above or I am duly authorized by the owners of the Vessel to enter into the Agreement as agent of the vessel owners to bind them, the Vessel, and myself to the terms and conditions of this agreement. All such persons are referred to jointly and severally herein as "Owner"

This Agreement is subject to all terms and conditions on the front and reverse sides.

ADDITIONAL TERMS - WHARF GANGPLANK MARINA ("WGM") TRANSIENT/MOORING AGREEMENT

1. Term: It is agreed that WGM will provide Owner with a slip or mooring during the term described on the reverse. The term expires and the Vessel must depart no later than 1 p.m. on the final day of the Term unless the Term is extended in writing and payment is made in advance. WGM reserves the right to move the Vessel or to reassign the Vessel's slip or mooring at any time, at its sole discretion.
2. Rules and Regulations: Owner agrees to abide by and adhere to the WGM Rules and Regulations posted by WGM and as modified by WGM at its sole discretion. Owner accepts primary responsibility to ensure that all guests, invitees, and others comply at all times with the Rules and Regulations, and the failure by any of them to comply will be grounds for immediate termination of this Agreement and removal of the Vessel from WGM.
3. Insurance: Owner agrees at all times to keep the Vessel and its contents covered by a policy of all risks hull insurance in an amount equal to at least the actual value of the Vessel and its contents, and Owner shall also keep the Vessel covered at all times by a policy of protection and indemnity (P&I or public liability) insurance with minimum limits of \$500,000 per accident. Owner agrees to provide WGM with a Certificate of said insurance upon request.
4. Limitations: Owner agrees that neither WGM, nor any agent, employee, affiliated entity, or representative of WGM shall be liable for any loss, damage or injury to the person or property of Owner or of Owner's guests, invitees or servants, including, but not limited to the Vessel, and its equipment, regardless of whether such loss, damage or personal injury be occasioned by fire, storm, theft, collision, ice, sinking, act of God, or any other cause or condition, including any negligence, action or inaction on the part of WGM, its agents, employees, affiliated entities, or representatives (with the exception of intentional acts and gross negligence). Owner hereby agrees to indemnify and save harmless WGM, its agents, employees, affiliated entities and representatives, from and against any claim brought by Owner or Owner's guests, invitees or servants, arising from the use of the Slip, the Mooring, the WGM facilities, or the maintenance, use, mooring, operation and/or dockage of Owner's Vessel, regardless of the cause of said claim, including, but not limited to the negligence of WGM, its agents, employees, affiliated entities and representatives (with the exception of intentional acts and gross negligence). Owner shall be liable for all damage caused to WGM property due to the presence of the Vessel at WGM. Owner acknowledges that WGM and its moorings are not surrounded by a security fence, have limited security measures, limited lighting, are open to the public, boaters, contractors and visitors, and that WGM is not an insurer of the safety, security or condition of the Vessel, its equipment, or Owner's property. Owner agrees that WGM is not a bailee or warehouseman with respect to the Vessel or the property of Owner or his guests and invitees.
5. Emergencies: When Owner is absent, if WGM finds in its sole discretion that the Vessel is insecure or is a danger to itself, other property, or the environment, WGM is authorized by Owner, but is not required, to take action to reduce the danger and/or secure the Vessel at Owner's sole expense. Owner agrees to pay all reasonable charges billed to Owner by WGM or by others retained by WGM in connection with the same.
6. Collection: On all amounts not paid by Owner to WGM when due, a finance charge of 1 ½ % per month (18% APR) will be added to the unpaid balance. If WGM assigns this Agreement to an attorney or others for enforcement, or to collect invoices, Owner agrees to pay all reasonable attorneys' fees or collection fees incurred by WGM with respect to the same, plus all court costs and expenses of collection. Owner acknowledges the creation of a common law possessory lien and/or a maritime lien pursuant to Title 46 of the United States Code against the Vessel securing WGM's charges for services, materials and/or other necessities furnished the Vessel, and Owner agrees that WGM may keep or take possession of the Vessel at the Owner's expense until payment in full is made to WGM of all such amounts.
7. Termination and Holding Over: At its sole option, WGM may terminate this Agreement at any time and for any reason. In such event, WGM shall give Owner twenty-four hours' notice verbally and/or by posting a notice on the Vessel, to pay all amounts due and to remove the Vessel from its slip or mooring. Any refund due to Owner as a result of termination will be paid upon departure. In the event the Vessel has not been removed from the Slip or mooring within forty-eight hours after WGM gives notice of termination, or in the event the Vessel remains in a slip or mooring beyond the expiration of the term of this Agreement without written extension, Owner agrees to pay WGM twice its then effective daily transient rate, and Owner agrees that WGM may remove, tow, haul and store the Vessel at any location selected by WGM, at Owner's expense and at Owner's sole risk of loss/damage from any cause whatsoever.
8. Disputes: This Agreement shall be interpreted in accordance with federal maritime law and the laws of the District of Columbia. Disputes may only be submitted for decision by the state or federal courts located within the District of Columbia, and the parties consent to the personal jurisdiction of said courts. Claims for losses, damages, or personal injuries arising out of this Agreement, or as the result of the Vessel's presence at WGM must be submitted in writing to WGM within 30 days of the time Owner knew or should have known of such claims, or such claims shall be forever barred. All lawsuits or legal actions against WGM, its agents, employees, affiliated entities or representatives must be brought within one (1) year of the occurrence giving rise to such lawsuit or civil action, or be forever barred. The parties agree to waive their right to jury trial of all disputes arising from this Agreement or from the presence of the Vessel at WGM.