

**SLIP LICENSE APPLICATION  
WELLS COVE MARINA**

Resident of Wells Cove ( ) Future Resident-Purchaser ( ) Non-Resident ( ) Current License Holder ( )  
 Slip No. \_\_\_\_\_  
 Boat's Length Over All \_\_\_\_\_ Year \_\_\_\_\_ Name of Boat \_\_\_\_\_  
 Manufacturer/Model \_\_\_\_\_ State Boat No. or Official No. \_\_\_\_\_  
 Full Name of Licensee \_\_\_\_\_  
 Full Name of Co-Licensee \_\_\_\_\_  
 Licensees' Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ E-Mail \_\_\_\_\_  
 Telephone Nos. (home) \_\_\_\_\_ (office) \_\_\_\_\_ (cell) \_\_\_\_\_  
 Emergency Contact Name and Telephone No. \_\_\_\_\_  
 Licensees' Driver's Lic. No. \_\_\_\_\_ State \_\_\_\_\_ Exp. Date \_\_\_\_\_  
 Name of Boat Owner(s) [if not Licensee's] \_\_\_\_\_  
 Address of Boat Owner(s) [if not Licensee's] \_\_\_\_\_

The undersigned Licensee(s) hereby apply to Wells Cove Development, LLC ("WCD") for a license to use a slip for the above referenced vessel at the Wells Cove Marina ("Marina"). If this Application is accepted by WCD, Licensee(s) agree to make all required payments when due, and agree to fully comply with all terms of this Application, the Slip License Standard Terms and Conditions, and with the Slip License Fee, "Use Restrictions" set forth in this License and attachments hereto. It is the current intention of WCD to subject the Boat Slips to a marina condominium named or to be named "Wells Cove Marina Condominium" in which case the Boat Slip licensed hereunder will be subject to all terms of the Condominium Declaration, Bylaws and all amendments thereto. WCD assumes no responsibility for Licensee' boat and shall not be liable to Licensees for any damage to their boat, motor vehicle, or other property arising from any cause whatsoever. Licensee(s) agree that they have read and understand the terms on the front and reverse hereof. This License is fully assignable by Licensor without the consent of Licensee and upon such assignment and notice to Licensee of the same, all rents owed hereunder shall be payable to the Assignee so named.

License Term Beginning _____	Ending _____	(for the use of a Slip)
Base License Fee (A):	\$ _____	Annual ( ) Seasonal ( )
Adjustments: 1. _____	\$ _____	Other ( ) _____
2. _____	\$ _____	
3. _____	\$ _____	
Subtotal:	\$ _____	
Deposit:	\$ _____	
Balance Due:	\$ _____	

Special Notes: \_\_\_\_\_  
 Expected Date of Arrival \_\_\_\_\_ Time \_\_\_\_\_  
 Name of Vessel's Insurance Co. \_\_\_\_\_  
 Name of Insurance Agent \_\_\_\_\_ Policy No. \_\_\_\_\_ Exp. Date \_\_\_\_\_  
 Address \_\_\_\_\_ Telephone Number \_\_\_\_\_

**CREDIT CARD ACCOUNTS:** (All accounts are payable in advance unless a major credit card is presented to Licensor.)

Company \_\_\_\_\_ Account No. \_\_\_\_\_ Exp. Date \_\_\_\_\_  
 Company \_\_\_\_\_ Account No. \_\_\_\_\_ Exp. Date \_\_\_\_\_

Licensees may park their vehicle only on the parking area designated by WCD and shall at all times comply fully with all parking rules and regulations. Licensees may park only one (1) vehicle per slip, unless the parking of additional vehicles is approved by WCD in advance. WCD or its designee may have improperly parked motor vehicles removed at Licensee's risk and cost and impose parking charges if Licensees use any other parking area.

The undersigned Licensee(s) agree that upon acceptance by WCD (or its assignee) this Application shall become a binding Slip Agreement, incorporating all terms set forth in this Agreement and all Use Restrictions and other rules. Licensees agree that they are individually and jointly and severally responsible for making all payments due to Wells Cove Development, LLC or its assignee.

Licensee \_\_\_\_\_ Date \_\_\_\_\_  
 Licensee \_\_\_\_\_ Date \_\_\_\_\_  
 Wells Cove Development, LLC accepts this application this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Wells Cove Development, LLC

By: \_\_\_\_\_

## SLIP LICENSE STANDARD TERMS AND CONDITIONS (Continued on Next Page)

- 1. Slip Assignment:** The Licensees named on the reverse side of this Agreement, warrant that they are either the owners of the Boat referred to on the reverse side of this Agreement (hereinafter "the Boat"), or that they are duly authorized by the owners of the Boat to enter into this Agreement with Wells Cove Development, LLC (hereinafter "WCD") as agents for the owners, and to bind themselves, the owners, and the Boat to the terms and agreements stated herein. "Licensees" as used herein shall indicate the singular and the plural. Licensees shall have the right to use a slip (hereinafter "the Slip") at Wells Cove Marina (hereinafter "Marina") at all times, provided Licensees are not in default of any provision of this Agreement, and subject to Paragraph 13 below. Licensees shall use the Slip solely for the purpose of mooring the Boat. Licensees acknowledge that no business of any kind may be conducted from the Slip. Licensees agree that no boat may be substituted in the Slip for the Boat described on the reverse side of this Agreement, without the prior written approval of WCD. WCD may, from time to time, in its sole discretion, relocate the Boat, and/or assign to Licensees an alternate slip within the Marina. While WCD will attempt to accommodate Licensees' slip preference, it is agreed that no particular slip is promised or guaranteed to Licensees under this Agreement. Licensees agree not to sell, assign, sublet, or permit others to use their assigned Slip, or to charter the Boat to others, without the prior written consent of WCD.
- 2. Marina Rules:** Licensees agree to use and occupy the Slip strictly in accordance with this Agreement, and in compliance with the Rules and Regulations and Use Restrictions made a part hereof and which are incorporated herein by reference. Licensees acknowledge that they have received and reviewed a copy of the current Marina Use Restrictions and Rules and Regulations, that a copy is posted in the Marina dockmaster's office, and that WCD may modify the Marina Rules and Regulations at its sole discretion, at any time, and that Licensees will fully comply with all such changes. Licensees agree not to leave any portable electrical appliances operating unattended aboard the Boat, including but not limited to space heaters, drop lights, heating strips, and the like. Licensees accept primary responsibility to ensure that Licensees' guests and invitees are familiar with the Marina Rules and Regulations and Use Restrictions and that they adhere to them at all times. Licensees agree not to use or permit the use of hibachis or any other type of portable wood/charcoal cooking equipment aboard the Boat or on the docks at any time.
- 3. Fees/Charges/Facilities:** Licensees shall be responsible for and shall promptly pay all slip fees referred to on the reverse side, as well as all electric, water, cable and/or telephone charges incurred by Licensee. All such charges shall be deemed "rent". Licensees authorize WCD, at its sole discretion, to charge Licensees' credit card account identified on the reverse side hereof, for any rents or charges that are not paid by Licensees when due, and which may be due upon the expiration of this Agreement. Such authorization shall not limit or restrict WCD's right to collect past due rent and charges, or pursue any other lawful remedy. Licensees shall have access to the Marina's showers and bathroom facilities, except during cleaning, special events, or as otherwise notified by WCD. WCD reserves the right to restrict and/or deny access by Licensees and Licensees' guests/invitees to any or all of said facilities if, in the sole judgment of WCD, Licensees or Licensees' guests/invitees have abused, improperly used, or damaged said facilities, in the event they have failed to comply with the Marina Rules and/or Use Restrictions, or if their conduct while using said facilities is inappropriate, disrespectful of other marina users, and/or otherwise unacceptable at the sole discretion of WCD.
- 4. Insurance:** Licensees agree to keep the Boat and its contents covered at all times by a policy of all risks hull insurance equal to the actual value of the Boat and its contents. Licensees shall also keep the Boat covered at all times by a policy of property and indemnity (P&I or public liability) insurance with minimum limits of \$500,000 per incident. Licensees agree to cause WCD to be named as an additional insured on all such policies of insurance. Licensees agree to provide WCD with a Certificate of said insurance prior to using the Slip, upon demand by WCD, and upon every renewal of this Agreement. Continuation of this Agreement despite any failure by the Licensees to provide such Certificate to WCD, and despite any failure of Licensees to cause WCD to be named as an additional insured, shall not be considered waivers of such requirements by WCD.
- 5. Licensees' Obligations:** Licensees agree that it is their sole duty to keep the Boat properly secured and moored at all times; to keep the Boat covered by valid and effective state registration and/or federal documentation, and any required state use decal; to keep the Boat tight (bilges dry), staunch and seaworthy; to keep the Boat in good operating condition and repair; to keep the Boat neat, clean, and free of rust, mildew, peeling paint, rot, blistering, and flaking; to equip the Boat with adequate mooring lines and fenders in strong, clean and satisfactory condition; and to keep the Boat with a neat, shipshape and aesthetically pleasing appearance. Licensees' compliance with the standards referred to in this paragraph shall be determined at the sole discretion of WCD. Licensees acknowledge that the Slip is not to be used for the long-term storage (over 30 consecutive days) of an inoperable boat (except when winterized between November 1<sup>st</sup> and April 30<sup>th</sup>). Failure to comply with the requirements of this paragraph may be grounds for termination with cause (see Paragraph 8 below).
- 6. Termination Without Cause:** WCD may elect, at its sole option, to terminate this Agreement at any time. In such event, WCD shall send Licensees written notice of termination by first class mail to the address written above (or to any new address provided by Licensees to WCD in writing). In such event, WCD shall refund to Licensees the pro-rated charges from the date of termination to the end of the current annual term of this Agreement (after deduction of any amounts due to WCD).
- 7. Termination for Cause:** WCD may at its sole discretion, terminate this Agreement for cause, and without any refund to Licensees, in the event Licensees fail to pay any of the rent, electrical, or other fees when due; in the event Licensees breach any of the terms and conditions of this Agreement; in the event Licensees or Licensees' guests, invitees, or contractors fail in the sole judgment of the WCD, to abide by the Marina Rules and Regulations or the terms of this Agreement; or should Licensees behave in a manner which, in the sole judgment of WCD, is disorderly, might injure or endanger other persons, damage property, or harm the reputation of WCD. In the event WCD decides to terminate this Agreement for cause, it will send written notice to the Licensees by certified mail at the address written above (or any new address provided by Licensees to WCD in writing), specifying the nature of the defaults and demanding that the defaults be corrected within ten (10) days of the date notice is sent. In the event the defaults are not corrected within said time, in the sole judgment of WCD, this Agreement may be terminated. Upon termination, the Licensees must immediately remove the Boat from the Marina. Following termination, and until the Boat is removed from the Marina, Licensees agree to pay WCD slip License fees at the daily standard rate then in effect at the Marina. In the event Licensees shall fail to remove the Boat from the Marina within three (3) days of the termination becoming effective, Licensees authorize WCD to board the Boat and take possession of any of Licensees' other property in or about the Marina, and to remove such Boat and/or other property at Licensees' expense. WCD may remove the Boat or other property to any other wet or dry storage selected by WCD. Licensees agree to pay all costs and expenses of such removal and continued storage and to reimburse WCD for all such costs and expenses advanced. Licensees further assume all risks of loss or damage to the Boat and its contents incurred in connection with such removal and/or storage, and hereby release and agree to hold WCD, its agents, employees, officers, directors and representatives harmless from any liabilities, costs, and expenses incurred in connection therewith, regardless of the nature of the damages, and arising from any cause whatsoever, including but not limited to the negligence of WCD, its agents, employees, officers, directors, and representatives. In the event this Agreement is terminated for cause, as set forth above, Licensees shall continue to be liable to WCD for all sums remaining payable hereunder; and any sums prepaid by Licensees to WCD hereunder shall be forfeited by Licensees and be deemed the sole property of WCD.
- 8. Late Payments/Collection:** Licensees agree that on all amounts not paid to WCD within 30 days of the invoice date, a finance charge of 2% per month (24% APR) will be added to the unpaid balance due. In the event it becomes necessary for WCD to file suit or assign invoice(s) to an attorney, individual or firm for collection, Licensees agree to pay a reasonable attorneys' fee or collection fee which is agreed to amount to one third (1/3) of the total outstanding balance due at the time said collection action takes place, plus all applicable court costs and expenses of such collection efforts. Licensees acknowledge the creation of a lien pursuant to Title 16 of the Commercial Law Article of the Annotated Code of Maryland and/or maritime lien pursuant to Title 46 of the United States Code against the Boat and its appurtenances securing the amount of any

charges for slip rental, electricity, and the other charges and fees incurred in connection with this Agreement. Licensees agree to allow WCD to keep or take possession of the Boat at the Licensees' and Boat's expense until payment in full of all amounts due to WCD has been made.

9. **No Warranties:** WCD makes no warranty or representation of any kind regarding the Marina or the Slip, except that WCD has the legal right to rent the Slip to Licensees. If WCD loses the legal right to License the Slip, then this Agreement will be terminated in accordance with the procedures found in paragraph 7 above.

10. **No Bailment:** Licensees acknowledge that the slips, piers, grounds, parking lots and facilities of the Marina are not completely secure and that the Boat and Licensee' motor vehicle will not be under the exclusive care, custody or control of WCD at any time. Access to boats and piers in the Marina is unrestricted from the water, public areas follow the sea wall, there is no guarantee that controlled access gates will be present or perform properly, or that a security guard will be present. Licensees acknowledge that the Marina has limited lighting, no alarms, no electronic security devices/detectors, and no guard dogs, is open to contractors, visitors, other boaters and their guests. Licensees acknowledge that WCD is not an insurer of the safety, security or condition of the Boat, the Licensees' motor vehicle, or their contents. Licensees agree that WCD is not a bailee or warehouseman with respect to their Boat, their motor vehicles, or their contents.

11. **Limitations:** Licensees are aware that the consideration paid for slip License and other consideration provided hereunder is disproportionately small in comparison to the value of the Boat, the Licensees' motor vehicle, their contents/equipment, and in comparison to the risks of bodily injury/loss of life to the Licensees, Licensees' guests and invitees. Licensees are well aware of the various types of risks involved in keeping a boat at a marina. Licensees agree that use of the Slip, Marina grounds/facilities and parking area by Licensees, Licensees' guests and invitees shall be at their own risk of property loss/damage and/or personal injury/death, arising from any cause whatsoever. Licensees further agree that neither WCD, nor any of its agents, employees, officers, directors, or other representatives shall be liable for any loss, damage or injury to the person or property of Licensees or of Licensees' guests, invitees or servants, including but not limited to Licensees' Boat, motor vehicles, their contents and equipment, regardless of whether such loss, damage, personal injury/death be occasioned by fire, storm, theft, vandalism, collision, ice, sinking, act of God, or any other cause or condition, including, but not limited to the negligence of WCD, its agents, employees, officers, directors, or representatives. Licensees further agree to indemnify and hold harmless WCD, its agents, employees, officers, directors, and representatives from and against any claim, action, damages, attorneys fees and costs arising from the use of the Slip, the Marina grounds/facilities, the parking area, and associated facilities by the Licensees, Licensees' guests and invitees, arising from any cause whatsoever, including, but not limited to the negligence of WCD, its agents, employees, officers, directors, and representatives. The foregoing notwithstanding, Licensees agree that any claims for losses, damages, or personal injuries/death arising out of the use of the Slip, the Marina grounds/facilities, parking area, or other services provided hereunder must be submitted to WCD in writing within sixty (60) days of the time the Licensees knew or should have known of such claims, or such claims shall be forever barred against WCD, its agents, employees, officers, directors, and representatives. All lawsuits or legal actions against WCD, its agents, employees, officers, directors, and representatives must be filed within one (1) year of the occurrence that gives rise to such lawsuit or legal action, or be forever barred. In this paragraph (12) "WCD" shall also include Coastal Properties Management, Inc., its employees, officers, directors, agents and affiliates.

12. **Vacant Slip:** Licensees agree to notify WCD at least five (5) days in advance of any period in which the Slip shall remain vacant for three (3) or more consecutive days. WCD shall have the right during any period where the Slip is vacant or one (1) or more consecutive days to temporarily use, re-assign and/or License the Slip. WCD shall arrange to have the Slip vacated and available for Licensees' use prior to the date and time that Licensees notify WCD that the Boat will return, or if not possible, to provide Licensee with substitute dockage. In the event WCD is involved in or sponsors a yachting event or other event which requires temporary dock usage by WCD, WCD may relocate Licensees' Slip on a temporary basis during such event.

13. **Contractors:** Licensees acknowledge that WCD requires all workers and outside contractors or others engaged to service the Boat, to provide WCD with Certificates of workers' compensation and/or liability insurance upon request. WCD reserves the right to deny access to the Marina by any worker or outside contractor who fails to prove the existence of such insurance coverage satisfactory to WCD.

14. **Rafts/Dinghies:** Licensees agree that all auxiliary boats/craft, including but not limited to runabouts, rowboats, PWCs, dinghies and life rafts, must be placed on davits or physically stored upon the Boat so as not to extend beyond the hull of the Boat and Licensees agree that if it is not possible to store such boats/craft in compliance with the above, that said boats/craft must, at WCD's sole discretion, either be removed from the Marina, or a separate slip fee pro-rated for the size of the boats/craft will be charged to Licensees by WCD.

15. **Dock Boxes:** No dock boxes may be installed onto any pier by Licensee.

16. **Choice of Law/Venue:** This Agreement is deemed to have been made and entered into in the Queen Anne's County, Maryland, and shall be governed and interpreted by the laws of the State of Maryland and by federal maritime law without application of principles governing conflicts of law. Any legal action brought to enforce this Agreement and any disputes arising hereunder must be submitted for decision by the appropriate Maryland state court located in Queen Anne's County, or in the United States District Court for the District of Maryland (or other U.S. District Court where the Boat may be located), and Licensees and WCD agree to submit to the personal jurisdiction and venue of said courts.

17. **Use Restrictions:** Attached hereto are the Use Restrictions that apply to the Boat Slip being rented under this Agreement and to the entire Marina property. Licensee agrees to comply fully with all terms and conditions of the Use Restrictions. In the event of a conflict between the provisions of this License Agreement and those of the Use Restrictions, the more restrictive of the two shall apply.

18. **Miscellaneous:** The paragraph headings are for reference only and are not a part of this Agreement. In the event that one or more terms of this Agreement are determined to be unenforceable, such determination shall not affect the enforceability of the remainder of this Agreement, which shall continue in full force and effect. This is the sole Agreement between the parties with respect to the subject matter hereof, and all prior agreements, written and oral, are merged herein. No modification hereof shall be binding unless in writing signed by all parties. This Agreement shall not take effect until signed by all parties. The parties to this Agreement mutually agree that it shall be binding upon them, and their respective heirs, personal representatives, successors, and assigns. Licensees agree that the waiver of any term or condition of this Agreement by WCD shall not constitute a waiver of any other term or condition of this Agreement and shall not be continuing. WCD reserves the absolute right to assign this License at any time without the consent of Licensee and Licensee shall be bound by such assignment.

Read and Agreed \_\_\_\_\_ (Initials of Licensee(s))