



Dockage and Storage Agreement

This Agreement for boat storage and the use of the marina services of Landings Harbor Marina (hereafter known as "LHM") or Delegal Creek Marina (hereafter known as "DCM") is made on the date indicated below is between The Landings Association (hereafter known as "TLA") and the boat owner named herein (hereafter known as "OWNER"). Said parties agree to a lease with the following terms:

1. **Definition of Owner/Multiple, Owners/Partners.** At the time of execution of this Agreement the OWNER must have a membership agreement with The Landings Association's marinas (TLA) and maintain that membership in good standing as long as this Agreement is in effect.
 - o Multiple owners are additional individuals, other than a husband or a wife, who appear on the title to the boat as owners. If a boat has such multiple owners, one of them must be designated the PRIMARY BOAT OWNER.
 - o Partners are other individuals, not appearing on the title, with whom the OWNER has an agreement to use the boat. If the ownership of a boat is a Partnership the PRIMARY BOAT OWNER is generally the person whose name is on the title, although the Partners may agree to designate a different partner.
 - o The names, addresses, marinas account numbers and phone numbers of all Primary Boat Owners, multiple owners and/or partners must be included on the attached form in order for their relationship to be recognized by TLA, LHM, or DCM.
 - o All PRIMARY BOAT OWNERS, MULTIPLE OWNERS, and PARTNERS who intend to use the boat while it is at The Landings must maintain an Admiral or Captains membership. Primary boat owners, multiple owners and partners have full use of the facilities and may charge fuel, bait, store purchases, service work or other services to their own marinas account. Recurring monthly storage charges will be charged to the Primary Boat Owner's account. It will be the Primary Boat Owner's responsibility to collect any reimbursement from the multiple owners or partners.
 - o It is important to note that TLA, LHM and DCM will view the PRIMARY BOAT OWNER as the authoritative representative for the boat relative to slip/rack and capital assessment matters related to the Agreement.
2. **Term of Agreement.** This Agreement shall commence on the date indicated below and continue on a month-to-month basis, being annually renewed until its termination by either party. This Agreement may be terminated by either party with two weeks written notice. The minimum term of this agreement shall be one month.
3. **Rent and Payment.** Initial rent for the first month or partial month shall be paid upon the signing of this Agreement. Rent thereafter shall be due on the first day of the month. All accounts are due and payable upon receipt of the monthly billing and will be considered past due on the 25th of the month. Owner agrees to pay all charges and assessments to the boat in a timely manner. All accounts must be paid in full at the termination of this Agreement. Finance charges of 1½% per month on the outstanding balance will be automatically added to any account over 30 days past due. In the event that the outstanding balance is not paid in 60 days the OWNER shall be in default of this Agreement. In the event of default the TLA, LHM and DCM may secure the boat and refuse access to or the removal of the boat until all amounts due are paid. All remedies allowed by the State of Georgia and the federal maritime acts for the recovery of monies owed to TLA, including the sale of the boat by the sheriff, are available to TLA. OWNER recognizes that the TLA reserves the right to change its rates and charges from time to time with suitable notice to the Primary Boat Owner. TLA reserves the right to dispose of any abandoned vessel under the laws the State of Georgia. OWNER waives all rights of notice and agrees that TLA may pursue all rights of collection for any amount past due.
4. **Insurance, Registration (Documentation) and Proof of Title.** OWNER agrees to maintain liability insurance of at least \$300,000 during the term of this Agreement. OWNER will provide proof of insurance before the boat can go into the water or into storage, a copy of which will be included with the vessel file. TLA, LHM, and DCM reserves the right to ask the OWNER from time to time to produce proof of continuing coverage and should such proof not be forthcoming this Agreement may be terminated. OWNER must provide a proof of registration, or documentation, a copy of which will be kept on file. If registered, an owner must comply with the registration renewal requirements of the State of Georgia. Any vessel, which does not comply with insurance requirements, shall forfeit the right to storage or dockage on TLA premises.
5. **Regulation of the Marina and Severe Weather Guidelines.** OWNER acknowledges receiving a copy of the LHM/DCM regulations and Hurricane Guidelines where are made a part of this agreement. OWNER agrees that such regulations and guidelines may be changed from time to time and are effective and binding upon the OWNER, multiple owners, partners and guests of the OWNER. Such regulations and changes will be approved by the Board of TLA and will be posted on the TLA website (www.landings.org). In addition, all boats at LHM/DCM must be registered, identified, marked, equipped and maintained as seaworthy as required by law or LHM/DCM regulations. All boats shall be required to be capable of moving from their water berth under their own power with steerage and proper navigation lights operating. All vessels in LHM/DCM shall be maintained in a clean appearance, above and below the waterline. The marina staff will have the right to inspect any boat to determine if these requirements are being observed.
6. **Capital Assessment.** In addition to any rents and charges the TLA will assess each Captain or Admiral membership a capital assessment fee in the minimum amount of \$20 per month to a maximum of \$45 per month per boat. This charge will be billed to each owner's account. Per month charge at DCM is inclusive of this fee.
7. **Risk Assumption and Owner Responsibility.** Use of the marina, boat storage, rack storage and other facilities are at the sole risk of the user. Security operations are no guarantee of total security for a vessel or any equipment left on a vessel. Since it is physically impossible to lock up the facility or secure the perimeters of the marina, OWNERS and partners are advised to secure any equipment on board their vessel under lock and key before having the forklift operator place their vessel in the rack, or before leaving their docked vessel. OWNER shall be responsible for the care or protection of the boat, gear, equipment and/or contents and for the loss or damage to the boat, gear, equipment or contents, except for such damage caused by the negligent acts of TLA, its agents or employees. OWNER shall be liable for damage for underwater gear including, but not limited to, fathometers, trim tabs, props, shafts and struts which are not visible to forklift or elevator operators. Damage to antennas, mounts or outriggers left in the upright position or to convertible tops left deployed shall be the responsibility of the OWNER. OWNER shall also be responsible for seeing that drain plugs are properly installed prior to launching. TLA, LHM and DCM shall not be responsible for any personal injury to the OWNER or his agents, employees or guests resulting from the use of the docks, floats or other lubricants, filters and other fluids must be disposed of in a legal manner and all work must be done in such a way as pollutants and contaminants do not blow or run into the water or marshes. An owner shall be financially responsible for any damage to the docks, floats or equipment of the marina. OWNER is responsible at all times for the safety of his boat but in the absence of the OWNER the marina staff is authorized, but not obliged, to take any and all measures they may deem necessary to safeguard the boat, and/or prevent its sinking, including the removal of the boat from the water or the movement of the boat to a more protected harbor. Any costs of such actions will be borne by the OWNER. TLA, LHM, and DCM assume no obligation to move a boat or take other actions in the event of dangerous weather or other conditions. Refer to the Hurricane Guidelines for instructions in the event of a hurricane or tropical storm warning.
8. **Use of Vacant Slip/Rack.** During the temporary absence of a boat the LHM or DCM shall have the right to use the vacant rack or slip at its discretion and without credit to the OWNER. Any vessel mooring in this space may do so only with permission from the Marina Management.
9. **LHM/DCM Assignment of Space.** OWNER acknowledges that neither this Agreement nor the assignment of a space entitles the OWNER to use a specific space. This Agreement entitles the OWNER only to a space of proper size for the boat. Space assignments may be changed to make the best use of space available.
10. **Dinghy Storage/Dock Boxes.** OWNER may NOT use the dock space around their slip or space around the rack for the storage of dinghies, extra dock boxes or other equipment or boat gear. All gear must be stowed in the dock boxes provided. No flammable liquids may be stored in the dock boxes. Dinghies must be stored on the boat or in the water so as not to intrude in the

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neighboring space.

11. **Assignment.** It is agreed and understood that this Agreement is not assignable and the OWNER may not sublet the space.
12. **Use of outside Marine Vendors/Contractors.** The OWNER may engage outside marine vendors to work on their vessel but prior to commencing work the vendor must show the marina certain certifications and proofs of insurance. Copies of which can be maintained by the marina offices. Vendors **MUST** first see the marina management prior to commencing work on a vessel to ensure proper certificates and proofs of insurance are in order. LHM and DCM reserve the right to refuse any/all vendors without current and proper documentation.
13. **Paragraph Headings.** Paragraph headings used in this Agreement are placed there for help to the parties in locating particular information. They are not to be considered legal or binding, or a limit on the information within the paragraph.
14. **Severe weather "hold harmless" clause.** Notwithstanding any other provisions of this Agreement, OWNER agrees to hold harmless the LHM, DCM, and TLA, and its officers, members and employees, for accidental damage occurring during, or resulting from, actions taken while conducting storm preparation and/or salvage operations. Emergency storm preparations and salvage operations include any activity in which the marina staff or TLA officers deem necessary in order to protect persons from injury or property from damage.

Landings Harbor Marina

Regulations Regarding Use of the Marina

1. Boat launches are controlled by the Yardmaster, generally on a first-come first-served basis. No launch reservations are taken. Boaters planning to leave before or after forklift operation hours can make special arrangements with the Yardmaster.
2. Boats returning after forklift operation hours will be re-racked the following morning. Boats left at the inside bulkhead, the elevator area and the fuel dock will be pulled out of the water in the morning. Exceptions are at the discretion of the Yardmaster or the Marina Manager.
3. Boaters are responsible for putting their antennas down, turning battery switches off and removing drain plugs when their boats come out of the water.
4. Per insurance regulations customers are not allowed in the rack area except when accompanied by a marina staff member.
5. For the safety of boaters and their guests please do not cross behind the forklifts when they are in the elevator area.
6. Boaters must follow the Best Management Practices (BMPs) of marinas regarding working on their boats in the wash rack area. These practices are attached to this document.
7. Although the marinas will try to accommodate preferences, rack and moorage assignment is solely at the discretion of the Yardmaster or the Marina Manager and may be changed, if needed, in order to better manage the space usage within the facilities.
8. Boat owners who need to remove boat covers or perform other time consuming chores prior to launching should ask that the boat be first placed on the wash rack.
9. Group launches will be managed and prioritized by the Yardmaster to affect a speedy launch and retrieval. Group launches may take priority over individual launches.

Best Management Practices

All boaters mooring or storing a vessel in the marina will adhere to the following Best Management Practices (BMPs). The BMPs help to ensure that the marina is kept clean and environmentally friendly. Thanks for doing your part.

1. All boats will be cleaned with biodegradable cleaners, used sparingly. Water and elbow grease are always the preferred method for keeping boats clean.
2. All sanding material should be captured within the boat and disposed of in a marina waste can. Sanding outside the boat should be done with a vacuum sander to capture the sanding material.
3. Fluids should be disposed of in a legal and environmentally safe manner. Do not pour gas or oil onto the ground or into the sea.
4. If fuel or other chemical is spilled, do NOT use any chemical dispersant or spray any detergent at the spill. Notify the marina crew immediately since they are trained and have proper materials to deal with a spill. Chemical dispersants are not legal in the sea and detergents simply take the fuel to the bottom where it contaminates the sea floor. The marina must report any significant spills. While reporting a spill rarely results in a fine or other action, not reporting can result in significant fines for the marina and the boat owner.
5. There can be no spray painting in the marina without properly tenting the vessel.
6. Oil filters can be disposed of in the garbage if they are drained and double bagged in plastic bags.
7. **No smoking** on the fuel dock. Turn off all cell phones while you are refueling. There have been instances of the ring mechanism on a cell phone igniting the gasoline fumes.

Hurricane Guidelines

The Landings Association is not responsible for any damage or injury to people or property on the premises arising out of a hurricane, high winds or waters or other severe weather. Residents are required to insure their vessels from risks with their own insurance policies. TLA insurance is for its properties and liabilities and does not insure boats within the premises.

Severe weather is an uncertain condition at best and the following are guidelines for boat owners. By way of background please know that:

- o During a hurricane the movement of water can cause as much or more damage than wind. Tidal surge is extremely dangerous to personal safety and property. The hurricane that struck here in 1893 was reported to cover the entirety of Chatham County with 20 feet of water, delivered so strongly as to destroy virtually everything in its path.
- o The marina staff will work hard in the days before a hurricane to secure the marina and to help residents with their boats. Since they must also be given time to prepare their own property and families boat owners should secure their vessels well in advance of the predicted arrival of the storm.
- o It is imperative that boaters have a hurricane plan for their vessel. Most plans come down to two basic options: move the boat out of the marina to a more protected place, or double tie the boat at the docks or in the stacks.

Residents wishing to do things to reduce the possibility of boat damage without moving the boat out of the storm area should consider:

Boat in Dry Stack

- o If time permits and space is available, remove the boat to a safe place
- o Remove all canvas
- o Remove or secure loose objects and antennas
- o Remove drain plugs
- o Remove or disconnect the battery

Boat in Wet Slips

- o If time permits and a safe place is available, remove the boat from the harbor
- o Add additional lines and chafing gear at wear points
- o Strip the boat of canvas, antennas and other loose objects
- o Seal all openings with duct tape and clear the scuppers
- o Remove electronic equipment and boat documentation

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