

**WET SLIP RENTAL AGREEMENT  
 DRY STACK RENTAL AGREEMENT  
 (CIRCLE ONE ONLY)**



**WASHINGTON'S LANDING MARINA**  
 100 WATERFRONT DRIVE  
 PITTSBURGH, PA 15222-4702  
 OFFICE (412) 321-3600  
 FAX (412) 321-1922  
 SERVICE (412) 321-3774

Name \_\_\_\_\_

Address \_\_\_\_\_

SS #: \_\_\_\_\_

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between WASHINGTON'S LANDING MARINA, L.P., a Pennsylvania Limited Partnership, (hereinafter known as "Lessor"), and \_\_\_\_\_ (hereinafter known as "Tenant") subject to the following terms and conditions:

This Boat Space Rental Agreement is for the period  Summer Only From \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_ inclusive  
 Winter Only From \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_ inclusive  
 Year Round From \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_ inclusive

and may be renewable for additional periods upon agreement of both parties as to rates, conditions, space involved, and payment of all specified fees and services. Payments will be required quarterly.

**BOAT:** (Make) \_\_\_\_\_ Type \_\_\_\_\_ Year \_\_\_\_\_  
 Length (Reg.) \_\_\_\_\_ Beam \_\_\_\_\_ HIN \_\_\_\_\_  
 PA No. \_\_\_\_\_ Name on Boat \_\_\_\_\_

**MOTOR:**(Make) \_\_\_\_\_ Type \_\_\_\_\_

**TRAILER STORAGE:** Yes / No Description \_\_\_\_\_ TIN \_\_\_\_\_  
 Lic. Plate # \_\_\_\_\_

TIN = Trailer Identification No. REG. = Registered Length HIN = Hull Identification No.

Tenant's Insurance Co. \_\_\_\_\_  
 Address \_\_\_\_\_  
 City & State \_\_\_\_\_  
 Agent \_\_\_\_\_ Phone \_\_\_\_\_  
 Policy # \_\_\_\_\_

**Other Persons Authorized to Board or Operate Boat**

Name \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Name \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Name \_\_\_\_\_  
 Phone \_\_\_\_\_

**(FOR MARINA USE ONLY)**

**DOCKAGE FEE**

<input type="checkbox"/>	_____	\$ _____
<input type="checkbox"/>	_____	\$ _____
<input type="checkbox"/>	_____	\$ _____
<input type="checkbox"/>	_____	\$ _____
Plus Applicable Sales Tax		\$ _____
Total		\$ _____
Less Advance		\$ _____
<b>THIS AMOUNT DUE</b>		<b>\$ _____</b>

Home Phone \_\_\_\_\_ Office Phone \_\_\_\_\_ Driver's License No. \_\_\_\_\_  
 In case of emergency, notify: \_\_\_\_\_ Phone \_\_\_\_\_

Tenant certifies that he/she has read and understands fully the terms and conditions set forth in this Agreement. The Tenant signing below certifies that he is the lawful Owner of the boat above described and that he is authorized to subject the boat to the provisions of this Agreement.

**WASHINGTON'S LANDING MARINA**

By: Washington's Landing Marina, Inc., General Partner

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

**I ACKNOWLEDGE RECEIPT OF THIS AGREEMENT  
 AS PER RULES & REGULATIONS ON REVERSE SIDE**

Accepted by: \_\_\_\_\_  
 Principal Tenant

WHITE: Original

YELLOW: Customer

1. Lessor shall retain the right to designate storage space. Every effort shall be made to assign Tenant the storage space of his/her choice; however, the rights of other tenants and Lessor's business judgment shall also be relevant factors in the assignment of storage space.

2. To be accepted for storage, a boat must be equipped with a battery, turn-off switch and extinguisher in each enclosed cabin and in each engine compartment.

3. **INSURANCE:** Tenant agrees to have the watercraft covered by a full marine insurance package (hull coverage as well as indemnity and liability coverage). A current certificate evidencing Tenant's insurance coverage must be on file with Lessor at all times.

4. All boats are accepted for storage with the understanding that no person, other than a marina employee, will be allowed on boats without Lessor's consent while the boat is in storage. No boat will be released from storage to others without the written consent of Tenant. Lessor makes no warranties or representations concerning security at the premises, either for the facilities in general or for the Tenant's storage space in particular, including any means of ingress or egress thereto, or with regard to having an agent or employee on the premises except during business hours. Tenant shall be responsible for properly securing the boat's equipment including, but not limited to antennas, transducers, trim tabs, Bimini tops, outriggers or other protruding equipment and shall be responsible for articles left in the boat. Lessor assumes no responsibility for such protruding equipment and articles left aboard the boat.

5. Tenant agrees not to sell, transfer, assign or permit the use of his/her assigned storage space without the express written consent of Lessor. The Tenant agrees to notify Lessor in writing of any change of ownership of the boat.

6. Only those persons specified on the front of this Agreement shall be permitted to enter or operate the boat in the marina.

7. Tenant agrees NOT to hold Lessor liable for any loss caused by any delay in launching, storage, transporting or commissioning caused by weather or any other event beyond the control of Lessor. Washington's Landing Marina is open for business 7 days per week, but reserves the right to set business hours with regard to seasonal changes in daylight hours and existing weather conditions. Lessor shall not be liable for any acts beyond its control including failure of lessor's marina equipment that make it difficult or impossible for the Tenant to use the boat. **TENANT SHALL BE SOLELY LIABLE FOR HIS BOAT, TRAILERS & CARS IF LEFT AT THE DOCKS, YARD OR PARKING AREA.**

8. Tenant shall not use the marina's electrical outlets to operate power tools, equipment, machinery, appliances, etc. unless written permission has been given by Lessor. Use of any open flame device, toxic chemicals or any other hazardous equipment or supplies in the facilities area is prohibited.

9. Tenant may not bring gasoline or petroleum products onto the facility's property except in his/her boat fuel tank.

10. Tenant shall use the docks and attached facilities for reasonable and typical boating activities. Tenant shall keep the dock area clear of all gear, tackle and other obstructions. Tenant agrees not to dispose of waste or trash (including treated or untreated sewage from heads or holding tanks) in Lessor's docking area. Lessor shall not permit Tenant to cause damage to the docking facility through excessive wear and tear, create any unnecessary disturbance or nuisance, or store rubbish at the docking facility.

11. Tenant may clean and perform minor repair on his/her boat at the facilities as long as such work does not interfere with the rights of other tenants or the operation of the facilities. If Tenant wishes to have someone other than himself or an employee of Lessor work on his/her boat at the facilities, prior written approval must be obtained from Lessor. Such approval will be granted only if the outside serviceman can deliver to Lessor evidence of a standard certificate of workman's compensation and liability insurance coverage. The Tenant and outside serviceperson are responsible for any damage or injury caused. A fee will be charged by Lessor for this service.

12. If Tenant violates any of the terms and conditions contained in the Agreement or the rules posted from time to time in the facilities office, Lessor shall have the option of terminating this Agreement immediately.

13. If the Tenant fails to remove in a timely manner his/her boat and equipment from the rented storage space at the termination of the Agreement, Lessor shall have the option of (a) charging Tenant daily rent on a pro rata basis for the storage space occupied, or (b) taking possession of the boat and equipment and locking it to the storage space occupied, or (c) pursuing any other remedy available under law.

14. Tenant shall not remove his/her boat from the rented storage space until all charges secured by the liens described in paragraph 15 have been paid in full.

15. To secure payment of storage fees and for charges for gasoline, marine hardware, accessories, repairs and other services or materials rendered to or supplied to the Tenant, the Tenant hereby grants to Lessor a security interest in the above-described boat, motor and its accessories. In the event collection procedures or legal action is required to collect any amount due under this Agreement, the Tenant agrees to pay all related costs and a reasonable attorney's fee. In addition, Lessor shall have statutory maritime and admiralty liens (state and federal) upon the boat, motor and attached equipment to secure any and all services and materials supplied to Tenant by Lessor during the term of this Agreement.

16. Lessor shall not be liable for personal injury, loss of life, property loss or property damage to the above-described boat, motor and accessories or the contents thereof, due to fire, flood, theft, vandalism, collision, marina equipment failure, windstorm, rain, hurricane or other casualty loss, or the ordinary negligence of Lessor, its employees and agents. The Tenant for himself, his family, invitees, employees, agents, heirs, assigns and subrogees hereby releases and agrees to hold harmless Lessor and all of its employees and agents for any and all liability for personal injury, losses of life and property damage: (1) arising out of the ordinary negligence of Lessor or its employees and agents in connection with Lessor's premises, or in the use of the storage space; (2) in connection with the Tenant's boat, motor and accessories while it is on the premises or while it is being moved, hauled or launched, or while in the water moored to Lessor's docks or bulkhead; (3) for loss or damage to the Tenant's boat, motor and accessories or contents thereof due to fire, theft, vandalism, collision, marina equipment failure, windstorm, rain, hurricane or other casualty loss. The indemnification provided herein shall include all costs, expenses and reasonable attorney's fees, including appellate attorney's fees incurred by Lessor in the defense of any action based on the foregoing, including any action brought by the Tenant, his family, invitees, agents, heirs, assigns or subrogees.

17. Tenant shall deliver to Lessor duplicates of all keys required to access and operate his/her boat. In an emergency situation, Lessor shall be permitted to move Tenant's unattended boat to a safer location if possible, provided, however, that Lessor shall not be required to provide this service. Tenant shall indemnify and hold Lessor safe and harmless from any and all liability, injury, loss or damage caused by or resulting to Tenant's boat due to an emergency situation.

18. "For Sale" signs, or any other advertising on boats is permitted by approval only. Lessor will provide brokerage services for the sale of any boat for a fee.

19. Lessor retains the right to issue finance charges on balances overdue by 30 days as per terms of Lessor.

I have read, understand, and agree to paragraphs 1 - 19 above.

\_\_\_\_\_  
SIGNATURE  
(Please sign all three copies)