



Linkhorn Bay Condominium Association

ANNUAL LICENSE AGREEMENT FOR YACHT/BOAT DOCKAGE

Slip No. _____

THIS AGREEMENT, entered into by and between Linkhorn Bay Condominium Association, Inc. ("Marina") and ("Licensee").

Linkhorn Bay Residents Name: _____
Building and Unit Number: _____
Home Phone Number: _____
Business Phone Number: _____

This is for an annual period from **May 1, 2009 to April 30, 2010**, inclusive and may be renewable for additional periods upon agreement of both parties as to rates, conditions, space, and payment of all specified fees and services.

Yacht/Boat:

Make: _____ Model/Type: _____ Year: _____
Length O/A: _____ Beam: _____ Draft: _____
Documentation/ Registration No.: _____ Boat Name: _____

Licensee shall pay to Linkhorn Bay Condominium Association the following sums per month, or part of a month, payable in advance the first day of each and every month during the term of this Agreement, whether or not the premises are occupied by the yacht/boat:

This annual license agreement will be paid: check one () a. Monthly, () b. Yearly,

- a. Dockage Rate Monthly: _____
- b. Dockage Rate Yearly: is the monthly rate X 11, if payment is made in full by May 1, 2009. \$_____. All agreement signed after May 1, 2009 will be prorated from the date of signing.

Monthly dockage rate is calculated on basis of \$3.50 per foot of boat L.O.A or Slip Minimum Fee, which ever is greater:

Minimum Monthly Dock/Slip Rate Charges:

Slips 1-4	15 foot minimum	\$52.50	Slips 25-30	20 foot minimum	\$70.00
Slips 5-11	30 foot minimum	\$105.00	Slips 31-44	25 foot minimum	\$87.50
Slips 12-24	25 feet minimum	\$87.50	Slips 45-52	15 foot minimum	\$52.50

1. The dockage rate charges above are payable in advance, on or before the first day of each and every month, and are considered past due after that date, whether or not the assigned slip is occupied by the Yacht/Boat. If any slip/dockage fee is not paid within ten (10) days after its due date, a late fee of 10% per month will be applied to the outstanding balance. Dockage charges are payable to the end of the term of this agreement and no refund of prepaid dockage will be made without the prior written consent of the Marina. All balances must be paid in full before the Yacht/Boat may leave the Marina.
2. The intention of the parties is to create a license for the non-commercial use of dock space only with Marina as Licensor and Yacht/Boat owner as Licensee. This Agreement confers no leasehold interest and is revocable at any time by Marina upon notice, posted aboard the yacht/boat. No use for a particular purpose is granted, and no alterations or modifications are to be made by the Licensee, his agents, employees or guests to the dock area, Finger Piers, or utility services unless authorized in advance and in writing by the Marina.
3. Marina reserves the right to exclusive control over the use of dock space. Use of dock space is the personal privilege of Licensee and Yacht/Boat, and is non-assignable. Any attempt to assign or

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assignment of this Agreement by Licensee is void, terminates this Agreement, and excuses Marina from further performance of the Agreement. Licensee shall not substitute another vessel for the above described Yacht/Boat without the prior written consent of the Marina.

4. Marina assumes no responsibility for and shall not be liable for the care, protection, and security of the Yacht/Boat (including the pier equipment, appurtenances and contents). Use of dock space is at the sole risk of the Licensee. **Further, Licensee represents and warrants that Licensee maintains adequate insurance, including protection and indemnity, on the Yacht/Boat, its contents and equipment of whatever nature and liability insurance of at least \$300,000.00.**

Insurance Company _____

Policy Number _____

5. Marina does not warrant that Marina's premises will be safe, sheltered anchorage during severe weather conditions. In the event of such weather conditions or other emergency, Marina, in its sole discretion, reserves the right to move or evacuate unattended vessels at the Licensee's risk and expense.
6. Licensee for himself, his heirs and assigns, releases and hold harmless and indemnifies Marina from any and all liability for loss or damage to the Yacht/Boat, its contents and equipment due to fire, theft, collision, rainstorm, floods, windstorm, act of God, acts or omissions of Licensee, and Licensee's agents, employees, or guests, and from any and all loss, damage, liability, legal action or claim, of whatsoever nature, arising out of Licensee's use of facilities of Marina, the presence of Licensee's yacht/boat, or personal property at Marina, or the moving of the Yacht/Boat.
7. The Marina's Rules and Regulations are incorporated herein. Marina may alter, amend, and modify these Rules by posting new ones or by furnishing the Licensee or person in charge of the Yacht/Boat, a copy of the new Rules and Regulations. Licensee and his agents, guests and employees shall comply with all current Rules and Regulations.
8. Breach of agreement by Licensee, including but not limited to the violation of the posted Rules and Regulations by Licensee, Licensee's guests, agents, or employees, terminates this Agreement immediately upon written notice from Marina, and excuses Marina from further performance and permits Marina to cause the removal of the Yacht/Boat at Licensee's risk and expense. Marina shall not be denoted a bailee of a vessel removed pursuant to this section.
9. Licensee recognizes and agrees that Marina shall have upon the Yacht/Boat, its contents and equipment, all State and Federal liens of whatever nature given for service, labor, repairs, material, necessities, or storage furnished. In any action, in rem or in personam, by Marina to enforce a lien of whatever nature, any bond posted pursuant to law, releasing the vessel to Licensee, shall include an amount sufficient to cover Marina's reasonable attorneys' fees and costs, provided that Marina may have the amount of any bond posted increased to ensure the posted amount adequately covers all amounts claimed, including Licensee agrees Marina's use of Federal Admiralty procedure, in rem under Supplemental Admiralty Rule C.
10. No modification to the Agreement shall be enforceable unless in writing and executed by an authorized agent of Marina. Marina's failure to require strict performance of the Agreement or waiver of any conditions herein shall not act as a waiver of its rights hereunder nor be deemed a continuing waiver.
11. Licensee represents and warrants the Yacht/Boat will be presented for dockage and maintained throughout the term of the Agreement free of hazards that may cause danger, damage, or expense to Marina or to others.
12. This Agreement shall be interpreted in accordance with the laws of the State of Virginia and the laws of the United States. If any portion of the Agreement is found null and void, the remaining of the Agreement shall continue in full force and effect.
13. Licensee and Yacht/Boat, jointly and separately, shall be obligated to pay and shall pay all costs, including reasonable attorneys' fees, incurred by Marina in non-judicial proceedings or judicial



proceedings and appeals there from to enforce any and all provisions of the Agreement, including any sums due by Marina.

Please list below the names and addresses of other persons authorizes to use yacht/boat or have regular access thereto:

AGREED TO THIS _____ DAY OF _____, 2009

LICENSEE _____

Signature

Print Name Here

MARINA _____

Signature

Print Name Here