



LICENSE AGREEMENT FOR WATERCRAFT DOCKAGE

For Office Use Only Slip No _____

**** REGISTRATION FORM MUST BE COMPLETED AND APPROVED BY THE UNIT OWNER;
INCOMPLETE FORMS WILL NOT BE PROCESSED ****

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

Linkhorn Bay Owner's Name: _____

Address: _____

Unit Number: _____

Home Phone Number: _____ Business Phone Number: _____

Email Address: _____

If Renter, Licensee Name: _____

Renter's Contact Phone Number: _____

Renter's email address: _____

Circle One: Yacht / Boat: Boat Name: _____

Make: Model/Type: _____ Year: _____

Length O/A: _____ Beam: _____

Draft: _____ Horse Power: _____

Electrical Hookup (check one of the following): 1 hookup _____ Multiple _____

Documentation/ Registration Number and expiration date: _____

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This license agreement in the form of a utility fee will be paid (check one):

- () a. Monthly in the amount of _____
- () b. Seasonal - paid in advance (1 May through 30 October of each year) in the amount of _____, or
- () c. Yearly paid in advance in the amount of _____

This license agreement begins on _____.

Owner/Licensee shall pay to the LBCA the following sums, either per month or as otherwise noted above, payable in advance without proration on the first day of each license period during the term of this Agreement, whether or not the premises are occupied by the watercraft:

1. The LBCA Board of Directors grants the owner the use of the designated slip for the license period as follows:
 - a. \$20.00 utility fee will be charged (Includes access to electricity & water) for all boats moored to our piers, providing the boat uses a single extension cord or 120v, 30-amp power cable. Boats in this category that operate air conditioning/heat pumps will be charged at the next higher rate.
 - b. \$40.00 utility fee will be collected for boats requiring more than 30 amps (two 120v, 30-amp power cable).
 - c. The utility fee for large boats (40ft or more) will be a minimum of \$55.00, but the specific fee will be established on a case by case basis, calculated at the beginning of any license period or renewal.
 - d. LBCA will assess the licensee a late fee of 10% of all amounts due will be assessed for all payments received after the first day of any license period.
2. The intention of the parties is to create a license for the non-commercial use of dock space between LBCA Board of Directors as Licensor and watercraft owner as Licensee. This Agreement confers no leasehold interest and is revocable at any time by LBCA Board of Directors upon 30 days' notice. Notice may be posted on the watercraft or by first class mail to the address provided herein by licensee. 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 LBCA Board of Directors.

THIS AGREEMENT DOES NOT CREATE A LEGAL BAILMENT AS TO ANY PROPERTY OF LICENSEE INCLUDING THE UNILATERAL REMOVAL OF THE WATERCRAFT IDENTIFIED IN THIS AGREEMENT BY LBCA.

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3. LBCA shall retain exclusive control over the use of dock space, whether licensed or not. The license granted herein is a personal license for the benefit of the licensee and the identified watercraft. This license is NOT ASSIGNABLE and any attempt to assign or transfer this Agreement shall constitute a breach by Licensee is void, terminates this Agreement, and excuses LBCA from further performance of the Agreement. Licensee shall not substitute another watercraft for the above described watercraft without the prior written consent of the LBCA Board of Directors.
4. The LBCA assumes no responsibility for and shall not be liable for the care, protection, and security of the watercraft (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 repair/replacement and indemnity, on the watercraft, its contents and equipment, and liability insurance of at least \$300,000.00. **Proof of insurance and current registration must be submitted with this completed license agreement.** Further, the registration, insurance or loan documents must establish that the Licensee owns 51% or more of the watercraft. Minority owners of the watercraft described in this license agreement (unless a resident of Linkhorn Bay Condominiums) are considered to be guests of the Licensee owner/resident and may not operate the watercraft in the marina without the licensee being on board.
5. The LBCA makes no representation or warranty that the Marina's premises will be safe, sheltered anchorage during severe weather conditions. In the event of such weather conditions or other emergency, the LBCA Board of Directors, in its sole discretion, reserves the right to move or evacuate unattended watercraft at the Licensee's risk and expense.
6. Licensee for himself, his heirs and assigns, releases, holds harmless and indemnifies LBCA from any and all liability for loss or damage to the watercraft, 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 the facilities of Marina, the presence of Licensee's watercraft or personal property at the Marina, or the moving of the watercraft.
7. Marina Rules and Regulations are incorporated in the Linkhorn Bay Condominiums Rules and Regulations and this Agreement and may be altered, amended, and modified by the LBCA Board of Directors without prior notice. 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 Rules and Regulations by Licensee, Licensee's guests, agents, or employees, shall, at the election of LBCA, terminate this Agreement and excuses the LBCA from further performance. Upon 30 day's written notice of termination, LBCA Board of Directors may cause the removal of the watercraft at Licensee's risk and expense. Notice may be posted on the watercraft or by first class mail to the address provided herein by licensee.

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9. Licensee recognizes and agrees that the LBCA Board of Directors shall have upon the watercraft, 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 person, by the LBCA Board of Directors to enforce a lien of whatever nature, any bond posted pursuant to law, releasing the watercraft to Licensee, shall include an amount sufficient to cover LBCA's reasonable attorneys' fees and costs. LBCA may seek to have the amount of any bond increased to ensure the posted amount adequately covers all amounts claimed, and Licensee agrees to LBCA's use of Federal Admiralty procedure, in rem, under Supplemental Admiralty Rule C.
10. No modification to this Agreement shall be effective unless in writing and executed by an authorized agent of LBCA Board of Directors. The LBCA's failure to require strict performance of the Agreement or waiver of any condition herein shall not constitute a waiver of its rights hereunder nor be deemed a continuing waiver.
11. Licensee represents and warrants the watercraft 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. To prevent injury/damages in the event of fire each Licensee must maintain the watercraft in working condition to safely relocate the watercraft in event of fire. Should the watercraft have a mechanical problem it must be repaired within 60 days or removed from the slip unless the repair plan is agreed to by the Marina Committee and the dockmaster. The LBCA will bill the Licensee for the full cost of repairing any damages to the Marina caused by Licensee or the identified or substitute watercraft, including but not limited to damages related to mooring, unmooring or as a result of the watercraft being improperly moored.
12. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Virginia and the laws of the United States. The terms of this Agreement are severable and the invalidity of any terms shall not impair the effectiveness of the remaining terms.
13. Licensee shall be obligated to pay all costs, including reasonable attorneys' fees, incurred by the LBCA in non-judicial proceedings or judicial proceedings to enforce any and all provisions of this Agreement.

AGREED TO THIS _____ DAY OF _____, Year _____

LICENSEE

LBCA Representative

Signature

Signature

Print Name Here

Print Name and Title Here

***** THIS SECTION IS FOR THE UNIT OWNER TO COMPLETE IF
TENANT/RENTER IS USING THE BOAT SLIP *****

If Licensee is the tenant/renter of a unit, the unit owner must sign below acknowledging that his/her account will be accessed the above-mentioned charges. The Owner is responsible for any breach or damages of their renter/Licensee under this agreement.

The agreement for the renter to pay the owner these boat fee charges is strictly between those two parties and does not include The Linkhorn Bay Condominiums Association.

Owner's Signature _____

Print Name Here _____

Date _____