

# CASA RIO MARINA WINTER MOORAGE AGREEMENT

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between Casa Rio Marina, hereinafter called "licensor" and \_\_\_\_\_, hereinafter called "licensee".

**Therefore, in consideration of the mutual covenants hereinafter stated, the parties hereto agree as follows:**

1. The licensor hereby grants to the licensee a license to use and occupy, subject to all the terms and considerations hereinafter stated and to the rules and regulations applicable to the Casa Rio Marina, so much of the real property possessed by the licensor necessary to store the licensee's vessel for the winter. The portion of the said premises to be licensed shall be in the sole discretion of the licensor with the right at any time during the period of said license to redesignate the portion licensed.

2. The premises may be occupied and used by the licensee solely for the storage of his vessel for the period beginning on \_\_\_\_\_, 2015 and continuing until approximately \_\_\_\_\_, 2016, at the following rates:

3.

Land Rent: _____ per month. <b>Summer Storage Rates will begin on May 1<sup>st</sup> 2016. Summer rates are \$14.00 per day or \$325.00 per month</b>	<b>DEPOSIT:</b> H/L _____	<b>TOTAL</b>
Haul & Launch: \$6.50/ft.	PW _____	<b>DEPOSIT DUE:</b>
Power Wash: \$2.50/ft.	BLK _____	\$ _____
Blocking: \$3.00/ft.	EF _____	<b>Remaining storage due before launch!</b>
Environmental Fee \$1.00/ft.	2 mo. Storage _____	

4. If vessel is not launched by designated launch date licensee is responsible for all fees incurred if the vessel is moved.

5. The licensee shall provide and licensor acknowledges receipt of the Deposit in the amount of \$ \_\_\_\_\_; said deposit will be forfeited and retained by the licensor as liquidated damages in the event of the vessel is not available for hauling at the licensor's premises. **If licensee cancels this contract after November 10th 2015, a cancellation fee of \$100.00 will be deducted from his deposit.**

6. The licensor agrees to remove the licensee's vessel from the water at a point designated as the travel lift well on the licensor's premises and to place the vessel on blocks or other suitable supports.

7. The licensor agrees to remove the vessel from the premises and place it in the water on the prearranged launch date and time.

**8. It is further agreed and understood that prior to the licensor's removal of the vessel from the premises into the water, that all monies due and payable under this agreement shall be paid and all monies due and payable under any other agreement for labor and/or materials by the licensor shall be paid: said failure to pay will be considered as "a boat not ready for removal", and subject to the increase in rental fee as provided in this agreement.**

9. The licensor makes no warranties or representations concerning the licensed premises or any means of ingress thereto or egress therefrom. The licensee assumes all risk of and shall save the owner harmless of all liability for personal injury, loss of life or property damage resulting from or in any way connected with the condition and use of the licensor's premises or any means of ingress thereto or egress therefrom suffered or sustained by the licensee or his spouse and children or any other invitees. The licensee further assumes all risk of and shall save the owner harmless from all liability from any personal injuries, loss of life or property resulting from any other's use of the licensor's property. This agreement is not to be considered a bailment of the licensee's boat and licensee assumes complete responsibility for this vessel while on leased premises.

10. This license is not assignable and is considered to be personal and inure only to the benefit of the licensee.

11. The licensor has the right to refuse any vessel which in his sole judgment is deemed to be present unreasonable hazards. In the event this happens the Licensor will refund the deposit to the Licensee.

12. Casa Rio Marina reserves the right to deny licensee's entry to the premises upon five (5) days written notice mailed to the address of the licensee as set forth herein. In the event the licensor denies access, in accordance with the aforementioned provisions, the licensee will be denied permission to enter the licensor's premises until the day so designated in accordance with this agreement for the removal of his vessel from the licensor's premises.

13. Roller Furling Sails must be removed prior to haul out. If not removed, yard will have them removed at the owner's expense.

14. The licensee agrees to obey all rules and regulations of Casa Rio Marina and to be responsible for adherence to the same.

**By signing below I certify that I have read, understand and received a copy of this agreement and the Casa Rio Marina Rules and Regulations, including warnings of new government regulations, and will so comply.**

Date \_\_\_\_\_ Registered Boat Owner Signature \_\_\_\_\_

Boat Name \_\_\_\_\_ Boat Size \_\_\_\_\_ Boat Type \_\_\_\_\_

(Owner's Address) \_\_\_\_\_

(Cell Phone) \_\_\_\_\_

(Home Phone) \_\_\_\_\_

(Email Address) \_\_\_\_\_

Casa Rio Marina

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