



On behalf of MARINA and OWNER it is agreed as follows:

1. That this is an Admiralty and Maritime Slip/Space Rental Agreement under the General Maritime laws, Statutes, and Code of the United States of America.
2. That the MARINA provides the slip/space rental to OWNER on the basis that the MARINA relies on the financial credit of the vessel. The MARINA shall have a maritime lien against the above described vessel and contents for sums due for the slip/space rental; services provided to the vessel, injury or damaged caused or contributed to by the vessel or OWNER, including but not limited to damage to pier, piling, docks, wharf, personal injury, damage to other vessels, pollution by oil, its derivatives or other hazardous material, loss by sinking, collision, fire, or other losses. OWNER acknowledges that MARINA is obligated to report to the appropriate authorities all fuel, oil or other improper discharges which may be emitted from the vessel as a result of bilge pump operation, fuel overflow or otherwise. MARINA'S maritime lien shall be operative with respect to all fines, assessments or damage resulting from such discharge which may be assessed against MARINA. It is further agreed that services provided by MARINA to OWNER or OWNER'S vessel are in furtherance of navigation of the vessel and in furtherance of waterborne use, whether such services are performed ashore or afloat.
3. The vessel OWNER and the vessel will indemnify and hold harmless the MARINA from any costs, expenses, damages, and against all claims, demands, damage liability that may be asserted by anyone due to:
 - (a) Property loss of any type, property damage due to fire, theft, collision, or property loss from any other cause to said OWNER'S vessel, motors, sails, furniture, equipment, tackle or appurtenances, or to any other property contained in or on OWNER'S vessel, or on the premises of the MARINA or to personal property of others on the vessel or MARINA premises; and
 - (b) Any personal injury, death, or illness arising from the occupancy or use of the MARINA premises or facilities, where such injury, or damage is caused; in any part regardless of how slight, by the acts or omissions of the vessel OWNER, his agents, servants, invitees or employees; and



- (c) Any alleged damage, or loss to marine property, non-marine property or personal injury, caused in part, regardless of how slight by vessel OWNER, his agents, servants, invitees or employees.
 - (d) All fines, assessments or damage which may be assessed against MARINA as a result of any fuel, oil or other improper discharge which is emitted from the vessel.
4. This agreement is to provide a slip/space rental. There is **no agreement to create a bailment of the vessel**, nor do the parties intend to create a bailment of the vessel. This agreement is merely for the renting of a mooring space by vessel OWNER for his vessel. There is **neither temporary nor permanent dominion, or control exercised over said vessel by MARINA**, but **said control is to remain in vessel OWNER at all times**. This Agreement is for the use of space only and such space is to be used at the sole risk of OWNER. The MARINA shall not be liable for the care or protection of the boat, including her gear, equipment and appurtenances, at anytime.
 5. The vessel OWNER covenants and agrees that the Owner has in full force and effect a marine hull insurance policy of a "named perils" or "all risks" for the value of the vessel and a third party liability policy, also known as P & I policy.