

**THE DOWNS CLEMENTS CREEK MARINA  
Slip Agreement - Type 1**

By this agreement dated \_\_\_\_\_, THE DOWNS PROPERTY OWNERS ASSOCIATION, INC. hereinafter referred to as Landlord does hereby lease to \_\_\_\_\_ owners of Lot # \_\_\_\_\_, hereinafter referred to as Tenants, Downs Marina Slip Number \_\_\_\_\_, \_\_\_ft, for use in mooring the Tenant's yacht, which is further described as being a \_\_\_\_\_, with length overall \_\_\_feet, made by \_\_\_\_\_ and having the name, \_\_\_\_\_.

1. **TERM.** The term of this agreement will begin March 1<sup>st</sup> each year, and it will end February 28, each following year. This lease is renewable annually as stated in paragraph 9. The term of renewal in subsequent years shall be from the first day of March until the last day of February of the following year.
2. **RENT.** The Tenant agrees to pay at the time of the execution of this agreement, and the Landlord hereby acknowledges the receipt of the following:

Lease Deposit:	\$
First year's maintenance:	
Electric:	
TOTAL Due:	\$

The lease deposit of \$ \_\_\_\_\_ will be returned upon termination of the Agreement subject to the following conditions:

- a. No lease deposit will be returned until such time as a new Tenant has made a lease deposit to fill the vacancy of a comparable size slip.
  - b. The initial deposit, or any portion thereof, may be withheld for any amount remaining to be paid the Landlord under the terms of this Agreement, for damages due to breach of the Agreement, or for damages to any part of the Marina by the Tenant, his family, agents, employees, or social guests in excess of ordinary wear and tear.
3. **LIABILITY OF LANDLORD.** It is mutually agreed that the Landlord does not accept the yacht for storage, shall not be held liable in any manner for the safe keeping or condition of the yacht, and is not responsible therefore as a warehouseman or bailee, but that the relationship between the parties is simply that of Landlord and Tenant. It is understood and agreed by the Tenant that the Landlord will not be held responsible or liable for any damage or loss to or of the yacht, its tackle, gear, equipment, or property from any cause whatsoever, or for the injury to the Tenant or guests or invitees of the Tenant occasioned by any cause upon the leased premises, the Marina, or any property owned by the Landlord. The Tenant shall indemnify and hold the Landlord harmless against any loss, costs, including reasonable attorney's fees, suit or claim arising out of the use of the slip or handling of the yacht in connection therewith, whether due to the negligence of the Landlord or otherwise. Tenant hereby agrees to provide, at Tenant's cost and expense, adequate property and liability insurance covering Tenant's yacht and the use of Tenant's yacht in the Marina.
  4. **SPECIAL ASSESSMENTS.** The Landlord reserves the right to make reasonable special assessments against the property during the Term of the Agreement for the purpose of paying the cost of maintenance, repairs and reconstruction of the Marina facility. The

tenant may either pay the assessment in thirty days or the agreement will be considered at an end.

5. SUBLEASE. The tenant shall not and has no authority to sublease the marina slip.
  6. TERMINATION. Upon termination of this Agreement, the Tenant shall immediately remove all of his property from the leased premises and from the Marina. If the Tenant shall fail to do so, the Landlord may remove the Tenant's property at the Tenant's sole expense and risk.
  7. RULES. The Tenant agrees to abide by all reasonable rules now or hereafter made by the Landlord concerning the use of the Downs Marina. Marina Rules dated December 2015 as amended are attached and hereby made part of this Agreement.
  8. DEFAULT. The Landlord, at its option, may terminate this Agreement at any time if, in its sole judgment, the Tenant does not adhere to the rules or conducts himself in a manner detrimental to the Landlord or the other Tenants. In addition, upon default by the Tenant under any terms of this Agreement, the Landlord, at its option may declare this Agreement in default and shall then have all the rights and remedies available under the laws of Maryland to recover possession, evict, expel, or recover unpaid rent. The Tenant agrees to pay for any and all expenses, including court costs and reasonable attorney's fees, in the event any action is necessary to enforce any terms or conditions of this contract.
  9. RENEWAL. This Agreement will be renewed annually unless terminated by either party and so long as the tenant remains eligible for this slip agreement in accordance with the rules of the Downs Marina. Intention to so renew will be indicated by the Landlord's presentation of a bill for the annual maintenance fee and by the Tenant's payment thereof. Relocation of Tenant's vessel in the Marina may be effected at the Tenant's request, subject to slip availability, or at the Landlord's discretion in order to appropriately accommodate the maximum number of slip holders.
  10. SEVERABILITY. All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.
  12. ENTIRE AGREEMENT. This Agreement including any attached addenda and any rules promulgated under them, sets forth the entire Agreement between the parties hereto. IN WITNESS THEREOF, the parties have executed this Agreement, the date and year first written above. Description of addenda: Marina Rules dated January 2018.
- WITNESS        DOWNS PROPERTY OWNERS ASSOCIATION, INC.

\_\_\_\_\_  
Slip Officer, Marina Committee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Signature