

WILMINGTON MARINE CENTER

3410 River Road, Suite 201
Wilmington, NC 28412
Ph: 910-395-5055 Fax: 910-395-0063

DOCKAGE LICENSE AGREEMENT

Dockage Lease Agreement for Use of Slip # _____

Commencing: _____ Terminating: _____

Rate Per Foot: \$ _____ Term: Yearly Monthly Transient
Circle One

Live Aboard Fee: \$ _____

Utilities: \$ _____

Meter Reading In: _____

Total Dockage: \$ _____

Meter Reading Out: _____

Security Deposit: \$ _____

Owner's Name:

Address:

City, State, Zip:

Telephone: Day: _____

Telephone Night: _____

Cell: _____

Fax: _____

Email: _____

Emergency Contact Name: _____

Telephone: _____

Vessel Name: _____

Manufacturer: _____

Year: _____

Model: _____

LOA: _____ Beam: _____ Draft: _____

Engine Make: _____ Year: _____

I/B: _____ O/B: _____ I/O: _____ HP: _____

Vessel Insured By:

Policy #: _____

BoatUS Membership #: _____

SPECIAL CONSIDERATIONS AND TERMS:

- 1) Licensee agrees that WMC and WMS may rent slip to a third party without compensation to Licensee on a temporary basis when vessel above is not occupying slip.
- 2) Agreements are on a monthly, semi-annual, annual, or daily transient basis only. Slip rentals of less than 3 months are subject to a 25% charge over and above the published monthly rate.
- 3) _____ Slip renters agree to give WMC a 30-day notice of their intent to vacate the slip so that the marina has the opportunity to re-rent the space.
- 4) This agreement is not transferable or assignable in any way without the express written consent of WMC.
- 5) The owner warrants and represents that the vessel shall be maintained in a safe and seaworthy and operational condition at all times during the term of this agreement.
- 6) Use of the slip is for **non-commercial use only**
- 7) Proof of active liability insurance listing WMC as "additionally insured" is required unless waived by Manager.
- 8) Owner hereby grants to WMC a lien on the vessel and a security interest therein to secure the payment of all dockage or storage fees, charges, or other sums due hereunder and for any other services or materials rendered. Owner agrees to pay for all costs of collecting past due money due to WMC including legal and/or collection fees.
- 9) Owner may not assume that the marina's premises will be a safe, sheltered anchorage. Owner hereby acknowledges that WMC, its owners and/or employees have no duty to secure vessels, to

protect vessels from damage or harm, or to prevent vessels from causing damage or harm to any person or property. Moreover, Owner hereby specifically assumes sole and full responsibility for all damage caused by his vessel whether under Owner's control or not.

10) WMC reserves the right, at its sole discretion, to reassign, move, or transfer the vessel from slip to slip.

11) WMC may terminate this License Agreement for any reason upon written or verbal notice to the owner.

12) The boat owner represents and warrants that their boat(s) shall comply in all respects with Federal Water Pollution Acts (33 U.S.C. Section 1321) prohibiting the discharge of oil or oily water and (33 U.S.C. Section 1322) untreated sewage, as well as all other applicable Federal and State laws and regulations.

13) Monthly dockage fees are due on the 1st of the month. Payments not received by the 5th of the month may be assessed a late charge at the maximum allowable rate applied to the outstanding balance.

14) Licensee agrees to reimburse WMC for electricity as determined by WMC. WMC may charge a electric pedestal charge of up to \$3.00/month for each 30A service and/or \$5.00/month for each 50A service to cover expenses associated with electrical equipment and billings.

15) Lease is for boat slip only. No usage of dock space for dock boxes or other personal gear is allowed except by permission of WMC.

16) _____ In cases where dockage is assigned for purposes of storm dockage, licensee agrees that dockage is for one storm only

Upon WMC's receipt of the total Dockage fee, the named Licensee/Renter is granted the use of the designated space for the term of this License Agreement. As part of the consideration for this License Agreement, Licensee/Renter agrees to abide by WMC's "Rules and Regulations," receipt of which is hereby acknowledged. Failure of the Licensee/Renter to comply with "Rules and Regulations" may be deemed a breach of this Agreement and shall be considered sufficient grounds for cancellation of this Agreement.

Licensee Signature

Date

WMC Manager

Date

CREDIT CARD USAGE AUTHORIZATION FORM

To authorize WMC to make monthly automatic credit card payment of your account, please enter your credit card information here:

Choose One: Visa M/C Discover Amex

Number: _____ Security #: _____

Name as it appears on the Card: _____

Expiration Date: _____