



CANALFRONT & 1812 PARK CITY DOCK MARINA

Physical Address: 211 Front Street, Lewes Delaware 19958

Mailing Address: PO Box 227, Lewes, DE 19958

Phone: 302-644-1869 Fax: 302-645-6406

UHF Channel 69 & 71

dockmaster@ci.lewes.de.us

www.ci.lewes.de.us

Fees:

As of March 13, 2020 the transient fees for the City of Lewes have changed. For transient boaters the fee will be \$3.00 per foot for length overall. This includes any davits, booms, platforms, bowsprits, pulpits, and dinghies.

Cancellation Policy:

All cancellations must be submitted in writing. Cancellation of reservations for transient boat slips at Canalfront Park Marina or 1812 Park City Dock will receive a 50% refund if received at least 1 week (7 days) prior to the start of the reservation. Cancellations of less than 1-week notice will not be eligible for a refund but will have the option of rescheduling within the current boating season.

Terms & Conditions:

All boaters must read and sign off that they received and read the terms and conditions for the use and rental of a slip in Canalfront & 1812 Park City Marina.

Season:

The marina is open from April 1 to November 30.

Dear Customer:

In preparation for your stay in Lewes at Canalfront Park Marina and/or 1812 Park City Dock please be advised of the following procedures and City rules during your stay:

- Check-in any time after 12:00p.m. Noon and before 4:00 p.m. and check-out time is not later than noon on the scheduled day of departure. If you stay after 12:00 p.m. you will be charged for a full day stay.
- If you do not plan to arrive until late afternoon or later, please call us no later than 4 :00 PM with an expected time of arrival.
- Please call the Dockmaster's office at 302-644-1869 or on UHF Channel 69 or 71 when you are approximately 10-15 minutes from Lewes so that we can provide you docking instructions and have someone on site to assist you upon arrival.
- We will try to accommodate any special requests of dock locations or proximity to other vessels if possible, but we reserve the right to assign dock.
- The power pedestals are not spaced evenly on the dock, so if you have extensions and/or splitters, please bring them along, just in case they're needed.
- If your stay is for a day or more, you may leave the dock and go day sailing or out for a cruise, and we will reserve your dock position until your return. Please let us know if you plan to day sail and your expected time of return. Again, please call 10-15 minutes out.
- It is the responsibility of the boater/captain to have proper fenders prepared for all weather conditions.

During your stay, please be aware of the following City rules:

- No fueling or repair work in the dock area.
- No barbecues or open fires.
- Use only UL approved electrical fittings at the dock.
- If you have a dinghy or jet ski in the water, it must be paid for by its length.
- *The Dockmaster reserves the right to move your vessel by hand and line, with or without your presence, during your stay if needed to accommodate other vessels or in case of emergency.*



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A copy of your valid boat registration, driver's license & proof of insurance with \$300,0000 minimum liability for the vessel registration MUST be submitted with this reservation.

Dock Reservation Request Form

Check-in Time is between Noon and 4:00 p.m.

Check-out Time is before 12:00 Noon

Date of Request: _____ **Arrival Date:** _____ **Departure Date:** _____

Boat Information:

Name of boat: _____

USCG/Registration _____ Hailing Port _____

Overall Length _____ Beam _____ Draft _____ Power Sail

What amp electrical service does your boat use? 30 50 100 Other: _____

Are you traveling with Other Vessels? Yes No

If yes, list accompanying vessels:

Owner Information:

Owner: _____

Owner's cell #: _____ Home #: _____

Owners email: _____

Captain Name: _____

Captain's cell #: _____ email: _____

Signature of _____

Owner: _____

By signing and submitting the reservation request you are acknowledging you have read and understand and agree to the posted Canalfront & 1812 Park City Dock Marina Transient Terms and Conditions.

FOR CITY USE ONLY

\$3.00 x _____ LOA (ft) x _____ days = **Total \$** _____

Approved by _____ Slip Location & # _____

Credit Card# _____ Expiration Date: _____

Security code: _____ Name on Card: _____

Billing Zip code: _____ Phone #: _____

Canalfront & 1812 Park City Dock Marina
TRANSIENT TERMS & CONDITIONS

- RENT:** Lessee agrees to pay in full at the time of the reservation.
- FAILURE TO SURRENDER:** Any failure of the Lessee to surrender the mooring facilities and remove the boat from the premises of the Lessor by the check-out time on the last day of the reservation will result in additional rental charges on a per day basis. Lessor shall have the right to remove the Lessee's vessel from the mooring facility if the boat occupies a slip that has prior reservations by another transient boater. Said Lessor shall not be liable for damages or claims resulting from such removal. All holdover and storage fees and/or towing fees shall be paid by Lessee prior to removal of said boat by Lessee.
- UTILITIES:** Electricity and water will be supplied by Marina; however, the Lessee is expected to be conservative and not waste these utilities. Excessive use may be cause for an additional charge or termination of this Agreement. ***NOTE: Water may be shut off at some point in November based on temperature.***
- ABANDONED VESSELS:** For all abandoned vessels, the Marina may pursue action in accordance with Delaware Code (23 Del. C. 13, Vessel Property) and may pursue such other rights and remedies provided by law.
- PROPERTY, MORTGAGES AND OTHER LIENS:** For all lien actions, the Marina may pursue action in accordance with Delaware Code (25 Del. C 39, Liens of Garage Owners, Livery and Stable Keepers: Replevin by Owner) and (25 Del. C. 27, Mechanics' Liens).
- PARKING:** Lessee shall have use of the Marina and Canalfront Park parking facilities. Parking meters are located in Canalfront Park and 1812 Park City Dock parking lots. Pay to park is enforced from May to October from 9:00 a.m. to 8:00 p.m. daily. Any parking issues will need to be addressed to the Lewes Police Department (302) 645-6264.
- CONDITION OF VESSELS:** The Marina and the Marina Manager/Dockmaster shall have the right to set standards of acceptability as to the appearance, safety, and general condition of vessels moored at the Marina, including Lessee's vessel. The Marina shall also have the right to inspect and eject from the Marina any vessel which, in the Marina Manager/Dockmaster sole judgement, is found to be inconsistent with such requirements. Without recourse to Lessee, the Marina Manager/Dockmaster or Marina staff are hereby granted the permission to re-tie, tow, resituate or repair any vessel that the Marina Manager/Dockmaster or designee considers out of compliance with the Rules, or is in danger of taking on water, emitting oil or other pollutants into the water, or may be (or become) a fire or general hazard due to apparent condition. The Marina has the sole discretion to provide such services and charge Lessee. The Lessee shall be responsible for all charges incurred. In the event Lessee's vessel shall for any reason sink in the Slip, in the Marina, or in the channel leading to the Marina, Lessee shall have the obligation, at Lessee's sole cost and expense, to remove such vessel. If, in the Marina Managers/Dockmaster judgment, the vessel is a hazard to navigation or poses a danger in any other manner, the Marina shall have the right to remove the vessel immediately. Otherwise, Lessee shall have twenty-four (24) hours after receiving notification from the Marina to salvage such vessel, and if Lessee fails to comply, then the Marina shall have the right to salvage such vessel and charge all of its costs to the Lessee.
- CONDITIONS OF DOCKS AND COMMON AREAS:** Lessee agrees not to place or allow placement of objects upon the docks, finger piers, or other common areas of the Marina without the express permission of the Marina Manager/Dockmaster. The Lessee shall be responsible for the payment of any and all damages to the docks, finger piers, or other common areas of the Marina which their vessel or belongings damage. Trash containers are supplied for use of Lessee. Lessees are expected to help keep the premises neat and orderly. All trash **MUST** be BAGGED.
- WET SLIP:** The rights of Lessee are according to the terms and conditions herein. This agreement is only for the rental of a Recreational Wet Slip at the Marina. Lessee may **NOT** operate a charter from the Marina, or other business activities.
- ANIMALS:** Pets brought into the Marina by the Lessee or his/her guests must be under control at all time. Dogs must be leashed and are not permitted to run free. City of Lewes Ordinance requires that owners are responsibility for cleaning up the waste after their pets.

RELEASE FROM LIABILITY:

Premises, boat slips and facilities are for the exclusive use of the Lessee and their guests. Lessee accepts the Slip, appurtenances thereto, and all common areas "as is", "where is", and as being in satisfactory condition, safe and suitable for Lessee's use. Lessee recognizes and assumes the risks associated with the inherent dangers of waterborne structures and related activities, including but not limited to those of ingress and egress from the Slip and other facilities. Lessee agrees to hold the Marina, City of Lewes, its employees, and agents harmless from any loss, claims, injury, damages, or liability sustained by Lessee or Lessee's guests, outside contractors, or agents as a result of any act, or failure to act, by (i) the Marina, its employees, or agents (ii) Lessee, Lessee's guests, outside contractors, or agents, or (iii) any other person, including but not limited to other Slip holders. Lessee waives any claims against the Marina, its employees, and all state agencies for acts of good Samaritans including: (i) providing first aid or assistance meant to save lives, treat or avoid injury: (ii) damage resulting from dockhand assistance: or (iii) providing or attempting to provide mechanical repair. The Marina and City of Lewes shall have no liability for theft or damage to any vessel or other property in or about Lessee's vessel or the Slip or any injury to or death of any person. Lessee agrees to indemnify and hold the Marina harmless from all costs incurred in connection with claims or damages arising from, (i) fines, suits, losses, costs, liability claims, actions and judgements of every kind and character by reason of Lessee's (or Lessee's Guests) breach, default, or nonperformance hereunder, including failure to act, or violation of the Rules: and (ii) Lessee's vessel, its use or presence at the Marina. Costs as set forth in this Section shall include reasonable attorney's fees and disbursements and court costs incurred by the Marina in defense of such claims regardless of whether a lawsuit is filed. Payments expended by the Marina for claims, damages, and costs described in this Section shall be billed to Lessee as they are incurred by the Marina. Any judgement entered in favor of Lessee or Lessee's Guests against the Marina is hereby liquidated to the Rent theretofore collected from Lessee with no liability for any deficiency. Lessee agrees that in the event the Marina conveys its interests in the Slip or assigns its interest in this Agreement, then the Marina shall be released from all liability or obligations arising under this Agreement or otherwise related to the Marina. Lessee shall look only to the transferee of the Slip or assignee of this Agreement for such liabilities and for the performance of such obligations. In this Section the term "Marina" includes its employees and agents.

INDEMNITY AND HOLD HARMLESS:

TERMS OF INSURANCE:

During the term of this Agreement, Lessee shall maintain (i) fire, casualty, and liability insurance written for the full replacement cost of Lessee's vessel and all other property that will be located from time to time about, or in the Slip (ii) bodily injury coverage in an amount not less than \$300,000 for each occurrence, and (iii) property damage not less than \$300,000 for each occurrence. Lessee agrees that the foregoing minimum limits of insurance coverage shall not limit the liability of Lessee for its acts or omissions as provided in this Lease.

OPERATIONS & MAINTENANCE PLAN:

Lessees are required to comply with the Operations & Maintenance (O&M) Plan approved for the City of Lewes Canalfront Park Marina by DNREC.

MAINTENANCE OF VESSELS:

During the Transient Rental Term, Lessee agrees to maintain vessel occupying the Slip in accordance with the Rules. Only minimal maintenance of a vessel may be done in the Marina at the discretion and express written approval by the Marina Manager/Dockmaster. Lessee shall implement every precaution to minimize the possibility of any fuel, oil or other contaminate from discharging into the Marina. Lessee shall be liable for cleanup and all repairs in the event of a discharge of any contaminate. **TRANSFER OF FUEL IS STRICTLY PROHIBITED IN THE MARINA.**

DEFAULT REMEDIES:

If Lessee fails to tender payment per the terms and conditions of this agreement to the Marina when due, or fails to perform and observe any of Lessee's other covenants hereunder, including the observance of the Rules, and if such failure is not cured within 10 days after the mailing/e-mailing of written notice by the Marina to Lessee, or if Lessee or Lessee's vessel or interest under this Agreement is levied upon or assumed by legal process, or if Lessee abandons the Slip during the Lease Term, then Lessee shall be in default of this Agreement. Upon Lessee's default hereunder, the Marina may, in addition to all other rights and remedies provided at law, in admiralty, and in equity, exercise its rights as described herein cumulatively or in succession. The Marina's failure to exercise a specific remedy or provision of this Agreement shall not constitute any waiver of any portion of the Marina's rights hereunder.

**TERMINATION
AFTER DEFAULT:**

Upon default by Lessee, the Marina may, without demand or notice, (i) terminate Lessee's rights hereunder, but not Lessee's obligation, (ii) immediately enter and reposes the Slip by forcibly entry, or (iii) initiate detainer suit or take any other legal action necessary. The Marina shall also be entitled to recover the balance owed by Lessee, including costs for recovering Slip, including legal fees, interest at the maximum lawful rate from the due date until paid, and any other sums owed by Lessee under this Agreement, including damages for the breach of this Agreement by Lessee. Upon default by Lessee, the Marina may, at its discretion, including as to rent and other items, relet all or part of the Slip on account of Lessee. Lessee authorizes the Marina to make any repairs, charges, alterations, or additions in or to the Slip that may be necessary, in the Marina Managers/Dockmaster sole judgment, to satisfy Lessee's obligations under this Agreement or to relet the Slip. The Lessee further acknowledges that Lessee will be liable to pay the Marina for any related costs. If the Marina does not relet the Slip, or if any or part of the Slip is relet for any amount less than the rent due under this Agreement, or if the Marina lets the Slip and actually receives an amount less than the rent due under this Agreement, Lessee shall be charged for any deficiency. Upon default, the Marina may remove any vessel occupying the Slip, or any other Lessee's property located in or about the Slip, and store or arrange for the storage of such vessel(s) or property, and charge the Lessee for any removal and/or storage costs. Lessee waives all claims for damages caused by the removal of a vessel or other property from the Slip. The Marina shall have a maritime lien under federal and state law on Lessee's vessel for all charges against such vessel. To the extent allowed by law, Lessee also grants to the Marina a lien against and security interest in, any vessel occupying the Slip as security for any portion of Lessee charges which remains unpaid when due or for costs and expenses reimbursable to the Marina from Lessee hereunder. Such liens shall be in addition to all other liens and remedies provided by law, and the Marina does not by this Agreement or otherwise waive its entitlement to any form of maritime or other liens. Upon the termination of this Agreement, Lessee shall not remove Lessee's vessel from the Slip until all Rent and other obligations of Lessee to the Marina, including payment by Lessee, have been fully satisfied. The security interest granted hereunto shall include vessels occupying the Slip, all equipment, fixtures, furniture, improvements and other personal property of Lessee ("Property") presently or which may hereafter be located on or about the Slip, or vessels so occupying the Slip. The Marina, as secured party shall be entitled to all of the rights and remedies afforded a secured party under the Uniform Commercial Code. To the extent, permitted by law, the Marina may file this Agreement as a Security Agreement and financing Statement with the Secretary of State and Municipal agencies and Lessee hereby grants the Marina an irrevocable power of attorney for the purpose of executing any such statements and agreement require to perfect such interest at Lessee's behalf. Upon requested by the Marina, Lessee will execute and deliver to the Marina a separate Financing Statement in a form sufficient to perfect the security interests described herein. If Lessee shall be declared in default under this Agreement, the Marina shall be entitled to all costs incurred in the Marina's reasonable pursuit of its rights and remedies hereunder including, attorney's fees whether or not litigation is commenced. The failure of the Marina to declare any default, or delay in taking any action in connection with default hereunder, shall not waive the default and the Marina shall have the right to declare that default at any time.

**WEATHER
EMERGENCIES:**

In the event of a storm, hurricane, other adverse weather or emergency condition, act of God, civil strife, disobedience, or other peril, the Marina may without notice to Lessee take any action deemed appropriate to preserve or protect Lessee's vessel and other property located at the Slip or upon Marina grounds, but the Marina does not assume any obligation to do so. Lessee shall pay the Marina for all costs incurred in such protective action. Lessee shall not rely on the Marina or the Marina management or employees for the protection described in this Section. The Marina shall not have any obligation to protect Lessee's vessel from the perils outlined in this Section, and Lessee acknowledges that at time of emergency, the Marina may not be able to provide assistance as required for all moored vessels. Lessee shall provide, or not provide, protection for his vessel and property at his own peril.

CASUALTY LOSS:

Lessee shall immediately notify Marina of any fire or other casualty on, in or about the Slip or which involves Lessee's vessel. In the event that the Slip or pier/docks serving it are damaged by fire or other peril, the Marina shall have no obligation to repair or rebuild. However, the Marina may elect to repair or rebuild, and in that event, this Agreement shall remain in full force as effect, and Lessee shall not be entitled to abatement of Rent while those repairs are being made so long as Lessee is given substitute mooring within

the Marina basin. If the Marina does not elect to rebuild or repair, then it may terminate this Agreement by giving notice of such election to Lessee within 60 days after damage occurs. Lessee waives claim for compensation or damages from the Marina for loss of the use of all or any of the Slip, Lessee's vessel or other compensation or damages from the Marina for loss of the use of all or any of the Slip, Lessee's vessel or other personal property, or any inconvenience or annoyance occasioned by any such damage or from damage repairs.

SURRENDER OF PREMISES:HOLDING OVER

On the last day of the term, or earlier termination of this Agreement, Lessee shall immediately, peacefully, and quietly surrender the Slip to the Marina in its original condition, clean and free of debris and as may be otherwise required by the Rules. If Lessee fails to do so, or if Lessee's vessel is detained due to non-payment of charges owed by Lessee, the Marina may immediately and without notice or demand to Lessee declare Lessee in default of Agreement and exercise all rights hereunder accordingly. Lessee waives claim to damages as a result thereof. Any dispossession or removal of Lessee shall not constitute a waiver by the Marina of any remedies hereunder. Upon the expiration of the Lease term or earlier termination of this Agreement or upon an uncured default, Lessee agrees to surrender parking passes to the Marina. If Lessee does not surrender possession of the Slip as herein required, the Lessee shall be a Lessee-at-sufferance of the Marina and Rent during the period of the hold-over, unless otherwise agreed in writing, shall be two (2) times the amount of the Rent in effect immediately prior to the termination of this Agreement or of taking possession whichever is applicable.

MISCELLANEOUS:

The Marina and Marina management shall have the right at all reasonable times to enter Lessee's vessel to inspect its condition, to perform emergency services, or to take other actions authorized by this Agreement. Lessee shall provide Marina management with a key for such purpose. Lessee shall be charged for any emergency services rendered as specified herein.

CERTIFICATION OF OWNERSHIP:

Lessee hereby certifies that he is the lawful owner of the vessel herein described and is authorized to subject such vessel to the provisions of this Agreement. A COPY OF THE REGISTRATION & OWNERSHIP SHALL BE ATTACHED; NO BOAT MAY ENTER MARINA UNTIL THE OFFICE HAS PROPER IDENTIFICATION ON FILE.

NOTICES:

Any notice or demand that may be given or made hereunder shall be considered delivered if in writing and mailed postage prepaid by first-class Certificate of Mailing OR by e-mail with read receipt to the respective parties at the addresses shown on the front of this Agreement. All notices hereunder shall be considered to have been given at the time they are deposited in any post office of the United States Government OR by receipt of read/delivered e-mail.

SLIP ASSIGNMENT:

The Marina reserves the right to relocate vessel on a temporary or permanent basis, at its discretion, in order to maximize the efficiency of the Marina.

GOVERNING LAW:

This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of Delaware and to the extent applicable hereto, federal law including admiralty law.