



**CITY OF LEWES
CANALFRONT PARK MARINA & CITY DOCK AGREEMENT - TRANSIENT**

211 Front Street, Attn: Dock Master, Lewes, Delaware 19958
Phone: 302-644-1869 Fax: 302-644-9069
dockmaster@ci.lewes.de.us

Date: _____ Slip Assignment: _____
Total Slip Fee: \$ _____
Paid \$ _____ Date: _____

This agreement, made this _____ day of _____ 2014 between **THE CITY OF LEWES**, herein referred to as the **Lessor**, and (your name): _____ herein referred to as **Lessee**. Mooring facilities are located at the Lewes Canalfront Park Marina (CFPM) or the City Dock, City of Lewes, Delaware from: _____ to _____
date time date time
Please make checks payable to the City of Lewes.

FEES: The first 3-hours are payable as follows:

Up to 25' -	\$15.00 per hour
25' to 35' -	\$20.00 per hour
Over 35' -	\$35.00 per hour

After the first 3-hours there is a fee of \$2.00 per running foot per 24 hours.

➤ **VESSEL INFORMATION:**

Name of vessel: _____ Manufacturer: _____
Length: _____ (length indicated on registration card)
Beam/Width: _____ Draft: _____ Power: Yes No Sail: Yes No
A copy of your valid registration card must be submitted with contract
Year: _____ Registration #: _____
Do you need a slip with an electrical hookup? Yes No Max. Power Voltage: _____
Type of sanitation device: _____ Port-a-Pot: Yes No

➤ **LESSEE INFORMATION:**

Owner's Name: _____
Residence Address: _____
Home Phone: _____ Cell Phone: _____
Email: _____ Fax: _____

TERMS & CONDITIONS

TERMS: PAYMENT IN FULL MUST BE MADE PRIOR TO OCCUPANCY OF THE SLIP.

CANCELLATION: Cancellation of reservations for transient boat slips at the Canalfront Park Marina or 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. All cancellations must be submitted in writing.

UTILITIES: Electricity and water will be supplied by CFPM; 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.

TRASH: Trash containers are supplied for use of Lessee. Lessees are expected to help keep the premises neat and orderly.

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 responsible for cleaning up after their pets.

LIABILITY: Premises, boat slips and facilities are for the exclusive use of the Lessee and their guests. The Canalfront Park Marina/City of Lewes assume no responsibility whatsoever for personal injury or property damage under any circumstances including, but not limited to fire, theft, vandalism or water. The Lessee hereby specifically assumes all risks in connection with use of the CFPM facilities and agrees to indemnify and hold harmless the CFPM for all liability claims made by the Lessee or guests and/or invitees.

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

FAILURE TO SURRENDER: Any failure of the Lessee to surrender the mooring facilities and remove the vessel from the premises of the Lessor at the expiration or cancellation of the Terms provided herein shall result in a holdover fee of two times the daily rate per day payable by the Lessee to the Lessor. At the expiration of thirty days of a hold over period, Lessor shall have the right to remove the Lessee's vessel from the mooring facility to a storage area. Said Lessor shall not be liable for damages or claims resulting from such removal to a storage area. All holdover and storage fees shall be paid by Lessee prior to removal of said vessel by Lessee.

REPAIRS, ALTERNATIONS, MODIFICATIONS: Lessee shall be responsible for all repairs required as a result of the negligent acts of the Lessee or his agents or guests. All normal maintenance of the premises will be carried out by the Lessor. Lessee shall not modify the premises without the prior written consent of the Lessor.

RESERVATION BY LESSOR: Lessor shall have the right to enter upon the premises at reasonable times to inspect the premises to make repairs, alterations or modifications as required.

CERTIFICATION OF OWNERSHIP: Lessee hereby certifies that he/she 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.

REMEDIES OF LESSOR: Lessor may, on default with respect to any of the provisions of this lease by Lessee, consider this lease terminated at its option. Lessor may elect to enforce the terms and conditions of the lease by any method available under the law, or pursue any other remedy authorized by law. Lessee shall be liable for any and all costs or expenses incurred by the Lessor in enforcing the terms of this lease or in making any collection or other charge.

I acknowledge that I have read this agreement, including the above current rules and regulations, the rate fee schedule and the Marina's Operation & Maintenance Plan as required by DNREC, understand them and will comply with them.

Owner's Signature

City of Lewes

Date: _____

Date: _____