

Oaklands Association, Inc.

Slip Lease Agreement

The Oaklands Association, Inc. Board of Directors, grants unto the lessee, hereafter called Slipholder, this contract to use the designated slip at the Oaklands Community dock located at 28150 Oaklands Road, Easton, Maryland, on the following terms and conditions.

	DESCRIPTION	RECORDED INFORMATION
SLIP ID	Slip Number	
	Annual Lease Term	
	Term Slip Rental Fee	
SLIP HOLDER	Owner of Boat	
	Owner's Address	
	Phone – Landline Phone – Cell Phone - Alternate	
	E-Mail Address	
	Slipholder Type	
BOAT DESC.	Manufacturer & Style	
	Length/Beam/Draft	
	Maryland DNR #	
SPONSOR	Resident Sponsor & Phone #	
	Sponsor's Address	
Initials & Date	Slipholder acknowledges receipt of Policies & Practices Document or the amendment to V2.0, dated Jan. 10, 2014.	<div style="display: flex; justify-content: space-around; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; text-align: center;">Initials</div> <div style="border-top: 1px solid black; width: 150px; text-align: center;">Date</div> </div>

This contract between the Lessor (the Oaklands Association Inc., hereafter referred to as the Association) and the Lessee, referred to as the Slipholder. The contract becomes valid upon payment of the specified fee and signatures of both parties. The Lessee shall adhere to all contract terms outlined hereafter and all information provided to the lessee

regarding the Oaklands Association, Inc. documentation "Policies, and Practices". The term Designated Slip refers to the slip identified above by number on this page of this agreement.

1. **USE OF SLIP LIMITED:** Use of the Designated Slip shall be limited to the slipholder.

Slipholder shall not make any alterations, additions, or improvements, to or about the community docks without the prior written approval of the Dock Director. And, Slipholder shall not assign or sublet the slip.

2. **CONDITION OF SLIP and SLIPHOLDER'S BOAT:** Association shall manage, operate, care for, maintain and repair normal wear and tear to the community docks in a safe, attractive and desirable condition for the use and enjoyment of the Slipholder.

Slipholder acknowledges that as of the date of this Lease, the community docks are in good order and repair. At the termination of this Lease, Slipholder shall surrender the Designated Slip in the same condition as received, normal wear and tear expected.

If maintenance or repair of the community docks is required as a result of the Slipholder's use of the Designated Slip, above and beyond normal wear and tear, the Slipholder shall be responsible for any costs incurred for such maintenance or repair, or with the agreement of the Dock Director the Slipholder may make the necessary repairs in a timely manner.

Slipholder shall permit Association or Association's agents to enter upon the Designated Slip and the boat stored therein for the purposes of inspecting the same at any time.

3. **ORDINANCES AND STATUTES:** Slipholder shall comply with all applicable health, wildlife, environmental and safety regulations administered by any public authority having lawful jurisdiction over such matters pertaining to the community docks. Also, Slipholder shall comply with all applicable environmental laws, including, but not limited to the Clean Water Act. Slipholder shall be responsible for any fuel, oil, sewage, or other contaminant discharge from the owner's boat.
4. **CONTRACT LAW:** This Lease constitutes the entire agreement between the parties and may be modified only in writing signed by both parties. The validity and interpretation of this Lease shall be governed by and interpreted in accordance with the laws of the State of Maryland.

Slipholder shall be bound by all terms and conditions pertaining to the Designated Slip and any rules and regulations promulgated by the Association, including, but not limited to the Oaklands Association Dock Policies and Practices attached hereto.

No term or condition of this Lease shall be deemed to have been waived. The enforcement of any, and all, provision(s) of this Lease shall be at the discretion of the Association.

5. **DEFAULT AND REMEDIES:** If, at any time during the term of this Lease, Slipholder is in violation of, or fails to comply with, any of any rules, regulations, or policies promulgated by Association, the Slipholder shall be considered to be in default of the contract and subject to removal from the Designated Slip.

If Slipholder defaults in the performance of any of the covenants or conditions hereof, the Association may give Slipholder written notice of such default. If Slipholder does not cure any such default within 48 hours after the giving of such notice, the Association may terminate this Lease on not less than three days' written notice. In the event of such termination, Slipholder shall immediately surrender possession of the Designated Slip to

Association, and access to the Designated Slip by Slipholder's employees, guests or invitees shall be denied. Association shall be entitled to retain all rent paid by Slipholder and, in addition, to recover any and all costs incurred by Association to repossess the Designated Slip and/or repair the community docks.

Upon termination of this Lease identified on the face page of this contract, the Association shall have the right to remove from the Designated Slip the Slipholder's boat, and other property located thereon, and place the same in storage at any premises within Talbot County, Maryland. In such event, the Slipholder shall be liable to Association for costs incurred by Association in connection with such removal and storage and shall indemnify and hold Association harmless from all loss, damage, cost, expense and liability in connection with such removal and storage.

Slipholder's sole remedy for any breach of the terms in the Lease by Association shall be the termination of this Lease and the return of any money paid to Association for the rental of the Designated Slip in accordance with the Policies and Practices document.

In the event either party seeks to enforce or to judicially interpret the terms and conditions of this Lease, the prevailing party shall be entitled to receive all costs and expenses incurred, including, but not limited to, reasonable attorney's fees and costs.

6. **ASSOCIATION RESPONSIBILITY AND LIABILITY:** The Association shall be responsible for the maintenance of the facilities including the docks and slips being made available to the Slipholders. In the event the Association is unable to provide Slipholder with access to the Designated Slip in accordance with the calendar terms of the Lease agreement, the Slipholder shall be entitled to a pro-rated return of the annual amount of the slip costs or the Slipholder may request that this agreement be cancelled.

Slipholder shall hold Association harmless from any and all loss, cost, damage or liability of any nature occurring to, or on, the Slipholder's boat. The Slipholder is hereby advised they shall be responsible for maintaining adequate property and liability insurance for their boat and its contents in their own interest.

7. **ASSOCIATION: SLIPHOLDER COMMUNICATIONS:** Any notice, which either party may or is required to give, shall be given by e-mailing the same to Slipholder at the e-mail address provided to Association in this Slip Lease Agreement, or to Association c/o the Dock Director at the e-mail address provided in this Slip Lease Agreement, or at such other places as may be designated by the parties from time to time.

8. **DISCRETION OF ASSOCIATION:** Slipholder understands and agrees that the Association has the authority, in its sole and absolute discretion, to relocate the Slipholder to another slip during the term of this Lease for any reason, with rent to be adjusted in accordance with the then prevailing fee schedule, and/or to terminate this Lease for any reason, and that the lease of a particular slip for any particular term does not guaranty the lease of the same slip by Slipholder for any subsequent term or boating season. In the event of such termination not due to any breach of this Lease by Slipholder, Association shall return any monies paid to Association for the rental of the Designated Slip following the termination date in accordance with the schedule defined in the Policies and Practices document.

OAKLANDS ASSOCIATION, INC.

SLIPHOLDER

By: _____
Chris Schindler, Dock Director Date
e-mail address: chris@bayside-insurance.com

Name Date
e-mail address: _____