

Wilmington Marine Center
Dockage License Agreement

Dockage License Agreement for Slip # _____ Commencing: _____ Terminating: _____

Rate Per Foot: \$ _____ Live Aboard Fee: \$ _____ Utilities: _____ Total Dockage: \$ _____

Meter Reading In: _____ Meter Reading Out: _____

Term: _____ Yearly _____ Monthly _____ Transient (circle one)

Owner's Information:

Name: _____

Address: _____

Phone Number: _____ Email Address: _____

Emergency Contact Name: _____ Phone Number: _____

Vessel Information:

Make: _____ Model: _____ Year: _____

Hull ID: _____

NC Title Number: _____

Vessel Registration Number: _____

Vessel Name: _____ LOA: _____

Length (ft): _____ Beam: _____ Draft: _____

Engine Make: _____ Year: _____ I/B: _____ O/B: _____ I/O: _____ HP: _____

Insurance Carrier and Policy Number: _____

BoatUS Membership Number: _____

Is the vessel documented with the US Coast Guard? If yes, provide copy of Certificate of Documentation and Document Number _____

Is the vessel titled in NC? If yes, provide copy of the Title Certificate

Terms and Conditions

The undersigned owner (the "Owner") of the above-referenced vessel (the "Vessel") hereby agrees to the following terms and conditions (this "Agreement") with respect to licensing the above-referenced slip from Port Cape Fear Associates, LLC d/b/a Wilmington Marine Center "(Wilmington Marine)".

Owner's Initials _____

1. Dockage license agreements are on a monthly, semi-annual, annual, or daily transient basis only. Dockage license agreements of less than 3 months are subject to a 25% charge over and above the published monthly rate.
2. Monthly dockage fees shall be due on the 1st day of the month and charged to the credit card on file. Payments not received by the 5th of the month shall be assessed a late charge of 1.5%, which will be applied to the outstanding balance.
3. This Agreement is for the above-referenced slip only. No usage of dock space for dock boxes or other personal gear is allowed, except by express permission from Wilmington Marine.
4. The Owner understands and agrees that Wilmington Marine may have to reassign, transport, or move the Vessel from slip to slip and authorizes the same at the sole and absolute discretion of Wilmington Marine.
5. Use of the above-referenced slip is for non-commercial use only.
6. Owner understands and agrees that Wilmington Marine, in its sole and absolute discretion, may rent the above-referenced slip to a third party without compensation to Owner on a temporary basis when the Vessel is not occupying the slip.
7. Owner warrants and represents that the Vessel shall be maintained in a safe, seaworthy, and operational condition at all times during the term of this Agreement.
8. Owner represents and warrants that the Vessel shall comply in all respects with Federal Water Pollution Acts prohibiting the discharge of oil or oily water and untreated sewage, including, but not limited to 33 U.S.C. §§ 1321 and 1322, as well as all other applicable laws and regulations.
9. Owner agrees to reimburse Wilmington Marine for electrical charges, as determined by Wilmington Marine in its sole and absolute discretion. Wilmington Marine may charge an electric pedestal charge of up to \$5.00/month for each 30A service and/or \$7.00/month for each 50A service to cover expenses associated with electrical equipment and billings.
10. All Vessels must have vessel liability insurance, with minimum coverage of \$500,000.00, unless waived by the Manager. Wilmington Marine must receive either a copy of the Declaration Page or Certificate of Insurance of the applicable insurance policy upon execution of this Agreement, and the same must show Wilmington Marine as an additional insured. Owner will indemnify, defend, and hold Wilmington Marine, Port Cape Fear, Inc., Port Cape Fear Associates, LLC, and Wilmington Marine Services, LLC and their affiliates, and their respective officers, directors, members, managers, employees, agents,

Owner's Initials _____

contractors successors, or assigns (collectively the "Wilmington Marine Parties") harmless from subrogation claims of his/her/its insurance company.

11. In the event Owner's contact information (address, phone number, and/or email address) changes, Owner must notify Wilmington Marine in writing of the change within ten (10) days.
12. Wilmington Marine may terminate this Agreement for any reason upon written notice to Owner. Owner must give Wilmington Marine thirty (30)-day written notice to terminate so that Wilmington Marine may re-rent the slip. Upon termination of this Agreement, Owner shall promptly pay any incurred charges and fees and remove the Vessel from the premises. If Owner has prepaid dockage fees, Wilmington Marine shall refund Owner for the unused portion of the term.
13. Owner grants to Wilmington Marine a lien on the Vessel and a security interest therein to secure the payment of all dockage fees, charges, or other sums due hereunder. Owner agrees to pay for all costs of collecting past due fees, charges, or other sums to Wilmington Marine, including collection costs and attorneys' fees.
14. If Owner's outstanding balance remains unpaid for thirty (30) days and in Wilmington Marine's sole discretion the Vessel is inoperable or otherwise in poor condition, Owner expressly gives Wilmington Marine the right to recycle or otherwise dispose of the Vessel after the expiration of ten (10) days from the date of written notice (via email or US Mail) delivered by Wilmington Marine to Owner using Owner's last-provided contact information. Should Wilmington Marine collect any fees as a result of recycling or otherwise disposing of the Vessel, Wilmington Marine will remit the balance to Owner less all outstanding storage fees, charges, or other sums, and any fees incurred in recycling or otherwise disposing of the Vessel. This remedy shall be in addition to those available to Wilmington Marine under applicable law, including, but not limited to, Chapter 44A of the North Carolina General Statutes.
15. TO THE FULLEST EXTENT PERMITTED UNDER NORTH CAROLINA LAW, OWNER HEREBY AGREES THAT ITS EXCLUSIVE REMEDY FOR ANY CLAIM OR LOSS ARISING HEREUNDER SHALL BE LIMITED TO DOCKAGE FEES PAID BY OWNER TO WILMINGTON MARINE PURSUANT HERETO AND THAT NONE OF THE WILMINGTON MARINE PARTIES SHALL BE LIABLE FOR ANY OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL CONSEQUENTIAL, LOST PROFITS, OR OTHER DAMAGES.
16. Owner may not assume that Wilmington Marine's premises will be a safe, sheltered anchorage. Owner hereby acknowledges that the Wilmington Parties have no duty to secure vessels, protect vessels from damage or harm, or to prevent vessels from causing damage or harm to any person or property.

Owner's Initials _____

17. If this Agreement is for purposes of storm dockage, Owner understands and acknowledges that this dockage license agreement is for one month only.
18. Owner releases the Wilmington Marine Parties from and against any and all liability, claims, damage, or causes of action of any kind related to the Vessel, its contents, gear, equipment, and any other property of Owner whatsoever, or for injuries to any persons or any property, including injuries resulting in death, whether or not such loss or damage shall have been caused by the fault or negligence of the Wilmington Marine Parties. Owner understands and acknowledges that all personal property should be removed from the Vessel and the Wilmington Marine facilities at any time the Vessel is unattended by Owner.
19. Owner hereby agrees to indemnify, defend, and hold harmless the Wilmington Marine Parties from and against any loss, claim, demand, cause of action, or expense arising from or related to Owner's negligence, intentional misconduct, or breach of this Agreement. This specifically includes any damage caused by the Vessel, whether or not under Owner's control at the time.
20. This Agreement constitutes a single, integrated agreement expressing the entire agreement of the parties relative to the specific subjects contained herein. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any party hereto in connection with the execution of this Agreement, except as specifically set forth in this Agreement. All prior agreements, discussions, and negotiations between the parties have been and are merged and integrated into, and are superseded by, this Agreement. No amendment or modification of this Agreement is valid unless executed in a written document that is signed and acknowledged by both parties hereto. A party's failure to enforce any provision herein does not constitute a waiver of its right to enforce such provision and/or the remainder of this Agreement at any subsequent time. This Agreement shall inure to the benefit of, and be binding upon, each party's heirs, legatees, devisees, estates, executors, administrators, successors, and assigns. Owner may not assign, transfer, or delegate his/her/its rights or obligations hereunder without the prior written consent of Wilmington Marine. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to the conflict of laws provisions thereof. Any dispute or controversy between the parties relating to this Agreement, its execution, validity, meaning, or performance thereunder, shall be determined exclusively by binding arbitration in New Hanover County, North Carolina before a single arbitrator pursuant to Article 45C, G.S. 1-569.1, et seq., commonly known as the North Carolina Revised Uniform Arbitration Act in effect as of this date.
21. Upon Wilmington Marine's receipt of the initial Dockage Fee, Owner is granted the use of the above-referenced slip. As part of the consideration for this Agreement, Owner agrees to abide by Wilmington Marine's "Rules and Regulations," receipt of which is hereby acknowledged. Owner's failure to comply with the "Rules and Regulations" will be

Owner's Initials _____

deemed a breach of this Agreement and shall be sufficient grounds for termination of the same.

READ, UNDERSTOOD, AND AGREED:

OWNER:

Printed Name: _____

Signature: _____

Date: _____

PORT CAPE FEAR ASSOCIATES d/b/a
WILMINGTON MARINE CENTER

By: _____

Printed Name: _____

Title: _____

Date: _____

Owner's Initials _____