

Cape Fear Marina

★ 34° 15.3' n • 77° 56.9' w

1701 J.E.L. Wade Drive

Wilmington, NC 28401

p 910.762.1256

f 910.772.1642

e bby@bbyachts.com

www.bbyachts.com

Today's Date: _____

Assigned Slip: _____

SLIP RENTAL AGREEMENT

BOAT NAME: _____ LOA _____ BEAM _____ DRAFT _____

MANUFACTURER _____ YEAR _____ SAIL _____ POWER _____

OWNER'S
NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

EMAIL: _____

CELL#: _____ **WORK#:** _____ **HOME#:** _____

*****INSURANCE IS REQUIRED FOR ALL BOATS*****

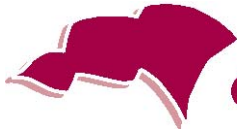
INSURANCE CARRIER: _____

AMOUNT OF INSURANCE \$ _____

LOCATION OF SPARE KEY (OR COMBO): _____

SIGNATURE: _____ DATE: _____

(CONTINUED ON NEXT PAGE)



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TERMS AND PROVISIONS

All fees must be paid in full before the owner may use the facilities of Cape Fear Marina. The boat owner and Cape Fear Marina hereby agree to be bound by the terms and conditions set forth herewith and on Page 3 of this Agreement. Please sign all pages where indicated.

ARRIVAL DATE: _____ DEPARTURE DATE: _____

TRANSIENT, DAILY RATE: length _____ x \$1.50 x # _____ nights \$ _____

WEEKLY RATE: length _____ x \$6.00 _____ \$ _____

MONTH-TO-MONTH RATE: length of slip _____ x \$12.00 _____ \$ _____

LIVE-ABOARD FEE: \$35.00 monthly per boat \$ _____

ELECTRIC: 30 amp \$11.25 weekly \$ _____

50 amp \$20.00 weekly \$ _____

100 amp \$37.50 weekly \$ _____

TOTAL DUE: \$ _____

METHOD OF PAYMENT

CASH _____ CHECK _____ MASTERCARD _____ VISA _____

CREDIT CARD INFORMATION

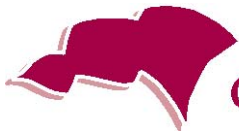
CC# _____

Name on Card: _____

Expiration Date ____/____ 3-digit code back of card _____

I authorize Cape Fear Marina to debit the above listed card for the agreed slip rental calculated above.

SIGNATURE: _____ **DATE:** _____



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CAPE FEAR MARINA

Terms and Conditions

1. The word "Marina" is used here to indicate any person authorized to represent Cape Fear Marina, (Hereinafter Bennett Brothers Yachts). The word "Tenant" is used to indicate the boat owner (or his authorized representative) of any boat moored at the Cape Fear Marina..
2. Bennett Brothers Yachts shall have a lien against the described boat, its appurtenances and contents, for unpaid sums due for use of dock facilities or other services (and for reasonable attorney's fees and costs of collection incurred with respect to such unpaid sums), or for damages caused or contributed to by the Tenant, or his employees, servants, agents or guests to any dock or property of, Bennett Brothers Yachts or any other person at Bennett Brothers Yachts.
3. The Tenant agrees to insure the boat with complete marine coverage, including public liability protection. A minimum of \$500,000 liability insurance is required for boats under 50 ft. and \$1,000,000. liability insurance policy for boats over 50 ft. Bennett Brothers Yachts and Cape Fear Marina are to be named as additional insured on the policy. A copy of the current certificates of insurance is to be on file with Bennett Brothers Yachts and is a requirement to remain at the Cape Fear Marina.
4. On behalf of himself, his heirs, assigns, employees, servants, agents and guests, the Tenant hereby releases and agrees to indemnify and hold harmless Bennett Brothers Yachts and Cape Fear Marina, its agents and employees, from any loss, cost, suit or claim arising out of any use by the Tenant, his employees, agents or guest, of mooring space and any handling of the boat in connection therewith during the term or any extension of the Agreement, except for any loss or claim arising from the gross negligence of Bennett Brothers Yachts, its agents or employees. Each Tenant will be held responsible for damage he may cause to other boats in the Marina or to the structures or facilities thereof.
5. In the event of a severe storm or hurricane, the Tenant can request that Bennett Brothers Yachts assist with storm preparations. Arrangements must be made in advance with the Service Manager. Please contact the Service Manager for details. Please note, however, the Tenant shall continue to be solely responsible for taking all emergency measures possible, and Bennett Brothers Yachts does not assume any responsibility for the protection of, or for any damage to the Boat.
6. If it is considered by Bennett Brothers to be in the best interest of the Marina and/or its tenants, the Marina reserves the right, after 10 days notice, to cancel this contract, with the tenant removing his boat forthwith. Proportional reimbursement will be made for the mooring fee.
7. To be admitted and to continue as a Tenant of Bennett Brothers a boat must be registered, identified, marked, equipped and maintained as required by law and safe practice.
8. When a boat enters Bennett Brothers, it immediately comes under the jurisdiction of the Marina and shall be berthed only where ordered and maneuvered as directed. Vessels entering Bennett Brothers Yachts under emergency shall be reported immediately by their owners to the Marina.
9. Tenants will provide the Marina with a set of main door and hatch keys and ignition keys. The boat will only be entered by the Marina for emergency service, otherwise only with the authority of the Tenant. No other person will be allowed on the boat without the Tenant's permission.
10. The Tenant (and guests for who he is responsible) agrees to conduct himself at all times when on the property of Bennett Brothers, or on any boat moored therein, so as to create no annoyance, hazard or nuisance to the Marina or to the other Tenants. This involves observance of good housekeeping and sanitation practices and the use of garbage receptacles.
11. Tenders and skiffs shall be stored on board larger vessels when possible. The docks must be kept clear for safety purposes. . No dock boxes, steps, etc., can be installed without permission from Bennett Brothers Yachts.
12. No "outside" contractors or service organization or individuals will be permitted to undertake any work on boats in Cape Fear Marina without written approval of Bennett Brothers Yachts.
13. Owners and their guests can use the Marina's shore side toilets and showers. All garbage and other refuse must be placed in the receptacles provided by the Marina. The Cape Fear Marina is a CLOSED HEAD MARINA and overboard discharge of sewage is prohibited by law. The Cape Fear Marina provides containers for recycling. Please see the Service Manager if you need to dispose of any hazardous wastes.
14. Dogs will be admitted to Bennett Brothers only under leash and must not run loose on the grounds. Pet owners are responsible for proper clean up and disposal of pet waste.
15. Young children should be accompanied by adults at all times. Children under 12 years of age are required to wear a life jackets on the docks.
16. Any infraction of the above rules and regulations of Bennett Brothers by the Tenant shall, at the option of Bennett Brothers, cancel this contract upon 10 days notice, and the Tenant shall forthwith remove his boat.
17. Bennett Brothers Yachts has been contracted by the Cape Fear Marina to act on its behalf in the capacity of Dockmaster.

OWNER: _____ Date: _____

BENNETT BROTHERS YACHTS, INC. _____ Date: _____