Town of Milton
115 Federal Street
Milton, DE 19968

www.ci.milton.de.us
Phone: 302-684-4110
Fax: 302-684-8999

BOAT DOCK RENTAL AGREEMENT

The Town of Milton owns and operates six (6) boat slips at the head of Broadkill River. In order to provide equal opportunity to the public the following terms and conditions are effective as of October 1, 2011.

The six (6) slips are available on a first come first serve basis.

The Town slips are available year round under the following schedule:

- Summer Months (April to September) $150.00 per month *
- Winter Months (October to March) $100.00 per month*
- Yearly (January to December) $1200.00 paid in advance**

*Summer and Winter rentals are due the 1st of each month
**Yearly rentals are due the 1st of January of every year

Any boat found moored at a slip that has not properly registered and pre-paid will be removed and said removal cost to be paid by boat owner.

Boat slip rentals for any upcoming calendar year will only be accepted after September 30th and prior to April 1st of any calendar year.

The Town of Milton does not accept any responsibility for personal injury to any boat owner, passengers, or guests while using the slip, or damage of any type to said boat while docked at the rented slip.

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POLICY

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Date Boat Slip Rented_____ **Slip Number** ☐ **1** ☐ **2** ☐ **3** ☐ **4** ☐ **5** ☐ **6**

Owner's Name _____

Owner's Address _____

_____

Owner's Phone _____ **Owner's Email** _____

Year of Boat _____ **Color** _____

Make / Model _____

State of Registration _____ **Registration No.** _____

Type of Rental ☐ **Summer** ☐ **Winter** ☐ **Yearly**
(please see descriptions on the reverse side of this form.)

I understand that any damage caused to the docks by my boat the town will have repaired and I will be responsible for all costs associated with the repair.

My signature below serves that I have read this rental agreement consisting of two (2) pages in its entirety and agree to abide by the contents contained here in.

_____ _____
Signature of Owner **Date**

Official Use Only

	Cash/Check#		Date Paid		Amount		Employee Signature
Jan 20							
Feb 20							
Mar 20							
Apr 20							
May 20							
Jun 20							
Jul 20							
Aug 20							
Sep 20__							
Oct 20							
Nov 20							
Dec 20__							

Boat Slip Lease Agreement

Date: _____
Designated Boat Slip:
Town of Milton Dock (the "Dock"), Slip _____

Lessee: _____
Address: _____
_____
Primary Phone: _____
Alternate Phone: _____
Email Address: _____

Lessee's Craft:
Boat Name: _____
Make: _____
Model & Year: _____
Delaware Registration Certificate Number: _____

Monthly Rental: $150 per month for April through September, $100 per month for October through March, or $1,200 fully paid in advance for a year running from January through December, plus any Utility Costs as described in Section 3 of the Agreement.

Security Deposit: $_____, due from Lessee on the date above, at the time of signing the Agreement.

Term:
Beginning date: _____
End date (subject to Section 2): _____

This Boat Slip Lease Agreement (this "Agreement") is made on the date set forth above by and between the Town of Milton, a municipal corporation of the State of Delaware, with its office at 115 Federal Street, Milton, Delaware 19968 ("Lessor"), and Lessee.

Section 1. Grant of Lease: Lessor hereby grants to Lessee the right to occupy and use, for or in connection with the berthing of Lessee's Craft (but no other maritime vessel) subject to the terms of this Agreement, (a) the Designated Boat Slip, (b) the dock appurtenant to such Designated Boat Slip, to the extent reasonably required to provide access from the land to Lessee's Craft, and (c) the dock box, if any, that is appurtenant to such Designated Boat Slip. Lessor also hereby grants to Lessee the right to use, on a non-exclusive and non-guaranteed basis, the parking area at the Dock and other amenities (including electrical utilities) appurtenant to the Designated Boat Slip. The grant of rights by Lessor to Lessee under this Section 1 is sometimes herein referred to as the "Lease".

Section 2. Term of Lease: The Lease is subject to early termination by Lessor as elsewhere described in this Lease. Upon expiration of the Term, (a) this Agreement and the Lease

hereunder shall continue on a month-to-month basis, for the Monthly Rental subject to 30 days' prior written notice by either Lessor or Lessee, or (b) the Term may be extended by a written extension agreement between Lessor and Lessee, in which event (x) the "Term" of the Lease thereafter shall mean the term set forth set forth in such written extension agreement, (y) the Monthly Rental under this Agreement thereafter shall be the Monthly Rental forth in such written extension agreement, and (z) any and all other provision of the written extension agreement that are inconsistent with any provisions in this Agreement shall supersede and amend such inconsistent provisions, and the "Agreement" shall mean this Agreement as so extended and amended.

Section 3. Payment of Monthly Rental, Including Utility Costs: The Monthly Rental is payable in advance, without demand, deduction, setoff, or abatement, on the first day of each month during the Term. Lessee shall be assessed a late payment fee of $25.00 for (a) any payment of Monthly Rental not timely received and (b) a separate $25.00 fee for any returned check. If Lessor separately meters Lessee's electrical service and/or water service, then Lessee shall be responsible for paying the actual costs of such service (collectively, the "Utility Costs"), and the Monthly Rental due as of any particular date shall mean and include the Utility Costs that are due as of such date. The Monthly Rental shall be payable at such address and in such manner as Lessor may from time to time reasonably direct, it being understood that Lessor may reasonably require payment, among other methods of payment, by way of automatic credit card debit, automatic bank draft, or by check drawn on nationally insured banking institution.

Section 4. Insurance. Lessee shall maintain in force, throughout the Term, and with carriers licensed to do business and in good standing in the State of Delaware, (a) fire and casualty insurance, with coverage at full replacement value, on Lessee's craft and all personal property located on Lessee's Craft, and (b) comprehensive general liability insurance with minimum coverage amounts of $500,000 per occurrence and in the aggregate, insuring against death or injury to any person and damage or loss or loss of use of any property. Lessee shall cause Lessee's insurer to issue endorsements to both such policies (x) naming Lessor as an additional insured, and (y) waiving any right of subrogation against Lessor. Within 10 business days of the commencement of the Term, Lessee and shall furnish to Lessor certificates of insurance evidencing such coverage (and evidencing that subrogation against Lessor has been waived and that Lessor is named as an additional insured). Upon the written request of Lessor at any time during the Term, Lessee shall, within 10 business days of such request, furnish to Lessor certificates of insurance evidencing that all of the coverage (including waivers of subrogation and the inclusion of Lessor as an additional insured) remains in full force and effect.

Section 5. Lessee's Maintenance & Related Obligations: Lessee shall maintain Lessee's Craft and the Designated Boat Slip (including any dock box, any appurtenant utility connections) in a safe and clean condition, and shall keep the Dock free and clear of obstructions that could pose any danger to others using such Dock. Without limiting the foregoing, Lessee shall secure and safely route all utility hoses and cables so as not to pose any hazard across any area of the dock or along any fender. Lessee shall secure any dock box so as not to blow open during high winds, and shall be solely responsible for any damage caused by an improperly secured dock box. Lessee shall not discharge or otherwise dispose of sewage, trash, fuel oil, or any other contaminant in or on the Dock property, or into the water surrounding the Dock property, except

Current registration decal displayed

in a manner and at a time expressly approved by Lessor. In Lessee's use of the Designated Boat Slip and Lessee's Craft, Lessee shall comply with all applicable local, state, and federal environmental and other rules, regulations, and laws. Lessee shall promptly, at its sole cost and expense, cause to be repaired in a good and workmanlike manner any damage caused by Lessee to the Designated Boat Slip, or the appurtenances thereto, or to the Dock. Lessee shall not modify or alter any portion of the Designated Boat Slip or any of the Dock or facilities appurtenant to the Designated Boat Slip without the prior written consent of Lessor, which consent may be withheld or denied in Lessor's sole discretion.

Section 6. Security Deposit: Lessor shall have the right, but not the obligation, to apply all or any part of the Security Deposit to any past due obligation of Lessee for Monthly Rental, and/or for the cost of curing any default by Lessee under this Agreement, and/or to pay attorneys' fees incurred by Lessor in connection with any such default by Lessee. Within 5 business days of any such application by Lessor of all or any part of the Security Deposit hereunder, Lessee shall be obligated to fully restore to Lessor the amount so applied.

Section 7. Indemnity: Lessee shall fully and forever indemnify, hold harmless, and defend Lessor from and against any and all claims, demands, causes of action, liabilities, damages, and costs (including court costs and attorneys' fees) in connection with, related to, or arising out of any action or omission by Lessee – or by any of Lessee's invitees, agents, contractors, or subcontractors – in any way related to Lessee's Craft and/or the Designated Boat Slip. **Lessee's indemnity, hold harmless, and defense obligations shall apply even in instances in which Lessor or any third party is negligent; accordingly, Lessee hereby acknowledges that Lessee is obligated to indemnify, hold harmless, and defend Lessor even against the consequences of Lessor's own negligence.** However, notwithstanding the foregoing, Lessee shall have no obligation to indemnify, hold harmless, or defend Lessor in instances in which Lessor is solely negligent.

Section 8: Lessor's Disclaimers and Lessee's Waivers. Lessee acknowledges that: (a) Lessor shall have absolutely no obligation to provide any security to persons or property at the Dock; (b) Lessor shall have absolutely no obligation to carry any insurance of any nature, for its own benefit or for the direct or indirect benefit of any other party, including Lessee; (c) Lessee shall have absolutely no liability to Lessee or to any of Lessee's invitees, agents, contractors, or subcontractors for any claim, liability, or damage to person or property; (d) Lessee acknowledges that Lessee is not relying in any way upon the skill or intervention of Lessor to protect Lessee's Craft, including in the event of foul or dangerous weather; and (e) Lessee accepts the Designated Boat Slip, the appurtenances thereto, and any and all other portions of the Dock "as is, where is," with all faults and defects, whether latent or patent. Lessee waives any such claim it may have against Lessor arising out of any of the foregoing.

Section 9: Rules & Regulations. Lessee shall neither use nor permitted to be used Lessee's Craft or the Dock as a residence or as a place of abode. No person, including without limitation Lessee, shall be permitted on Lessee's Craft if docked or in the waters or on the property surrounding the Dock between the hours of 11 p.m. and 4 a.m. Lessee acknowledges that Lessor has adopted or may adopt additional reasonable Rules & Regulations for the Dock, and Lessor

agrees to comply with such Rules & Regulations, as same may be adopted and/or amended from time to time.

Section 10. Assignment and Subletting: The Lease created by this Agreement and the rights granted hereunder are personal to Lessee. Lessee may not assign all or any part of its rights under this Agreement, or otherwise sublet the Designated Boat Slip or any part thereof, without the prior written consent of Lessor, which consent may be withheld or denied in Lessor's sole discretion This Lease shall be binding upon and inure to the benefit of Lessor and its successors and assigns.

Section 11. Grant of Security Interest: To secure all of the obligations of Lessee under this Agreement, Lessee hereby grants unto Lessor a security interest in and to (a) Lessee's Craft and (b) all of Lessee's personal property, fixtures, and equipment located on or used in connection with Lessee's Craft and/or the Designated Boat Slip (collectively, the "Secured Property"). Promptly at Lessor's request, Lessee shall execute and deliver to Lessor all UCC financing statements and other documents requested by Lessor to evidence and perfect the security interest granted herein. Lessor shall have the right to make all UCC filings deemed necessary or appropriate by Lessor to evidence and perfect the security interest granted herein. Upon any Lessee Event of Default (hereinafter defined) by Lessee, Lessor shall have all of the rights of a secured party under the Delaware Uniform Commercial Code in instances where the debtor is in default, including without limitation the right to sell or cause to be sold, in any one or more public or private sales, or otherwise realize upon the value of, any or all of the Secured Property, subject to the provisions of the Delaware Uniform Commercial Code. Unless otherwise provided by law, any requirement of reasonable notice of any such sale shall be satisfied if Lessor gives to Lessee such notice, in accordance with the notice provisions of this lease, ten days before any such sale. Upon notice by Lessor to Lessee that any Event of Default exists, and for so long as such Event of Default remains uncured, Lessee shall have no right to remove any of the Secured Property from the Designated Boat Slip, and Lessor shall have the right to take possession of such Secured Property, and take steps to hinder any attempt at its removal, without any liability to Lessee for trespass, conversion, or otherwise.

Section 12. Default by Lessor: In the event of any default by Lessor, Lessee shall give to Lessor written notice of such default, specifying the nature of the default. Lessor shall have 10 business days within which to cure such default. If Lessor timely fails to cure such default, then Lessee shall have the right, by giving written notice to Lessor, to terminate this Agreement, with such termination begin effective as of the final day of the month on which such notice of termination is given. Lessee's right to terminate shall be Lessee's sole remedy under this Agreement in the event of such a Lessor default, and Lessor shall not on any account be liable in money damages (including without limitation for any attorneys' fees or costs of court) to Lessee. Notwithstanding the foregoing, Lessee shall have no right to give Lessor any notice of default, and shall have no right to terminate this Agreement before the expiration of its stated Term, at any time that Lessee has any Monthly Rental due to Lessor, or is otherwise in default of any of Lessee's other obligations under this Agreement.

Section 13. Default by Lessee: If Lessee fails to make payment of any Monthly Rental within five days of delivery by Lessor of notice of any Monthly Rental that is past due, or fails to cure

any other default under this Agreement within ten days of delivery by Lessor of such default, then a "Lessee Event of Default" shall exist and Lessor shall have the following remedies, which shall be cumulative rather than exclusive:

(a) the right to terminate this Agreement, and the grant of the Lease hereunder, which termination right may be exercised by written notice by Lessor to Lessee, and which termination shall be effective as of the date of such notice;

(b) the right to immediately enter upon and repossess the Designated Boat Slip and all appurtenances thereto, by forcible entry and detainer suit, or otherwise;

(c) the right to remove Lessee's Craft (and any personal property then inside Lessee's Craft from its mooring, and to store Lessee's Craft (and such personal property), with all risk of loss belonging solely to Lessee, and with no liability whatsoever to Lessor, and with all costs of storage being deemed to be including among the past due Monthly Rental under this Agreement;

(d) the right to make any required repairs to the Designated Boat Slip, or to expend any other sums required to cure any defaults by Lessee under this Agreement, with all such sums expended being deemed to be included among the past due Monthly Rental under this Agreement;

(e) the right to terminate Lessee's rights of possession with regard to the Designated Boat Slip and all appurtenances thereto, without demand or notice of any kind and without terminating this Agreement, in which event Lessor may, but shall be under no obligation to, relet all or any part of the Designated Boat Slip for credit to Lessee's account, on such terms and conditions as Lessor in its sole discretion shall deem appropriate; and

(f) the right to exercise Lessor's rights under the Delaware Uniform Commercial Code with regard to the security interest granted to Lessor in the Secured Property. In the event of any Lessee Event of Default, Lessor shall have the right to recover from Lessee, whether by way of sale of the Secured Property, or by means of execution and levy on a judgment, or by means of voluntary payment by Lessee, or by some combination thereof: (a) all Monthly Rental that is past due, including any late payment fees due in connection therewith, (b) all Monthly Rental to come due during the remainder of the Term (assuming that Lessor has not terminated this Agreement and the Lease hereunder), (c) Lessor's reasonable and necessary attorneys' fees and court costs, (d) pre-judgment at the lesser of 10% per annum or the maximum allowed by law, and (e) post-judgment interest at lesser of 10% per annum or the maximum allowed by law.

Additionally, any breach by Lessor of the non-monetary terms of this Agreement or any violation of the Rules & Regulations shall constitute a "Lessee Event of Default", which shall entitled Lessor to the aforementioned remedies.

Section 14. Notice: Any notice required or permitted to be given to Lessor shall be given by certified or registered United States mail, postage prepaid, to the address of Lessor set forth on the first page of this Agreement, or to any revised address of which Lessor may from to time to time notify Lessee. Such notice to Lessor shall be deemed to have been given on the postmark date or, if any such notice is not postmarked within the State of Delaware, five days after the postmark date. Any notice required or permitted to be given by Lessee may be given either by (a) certified or registered United States mail, postage prepaid, to the address of Lessee set forth on the first page of this Agreement, or to any revised address of which Lessee may from to time to time notify Lessor, or (b) via email to the email address of Lessee set forth on the first page of this Agreement. Any mailed notice by Lessor shall be deemed to have been given on the postmark date, and any email notice by Lessor shall be deemed to have been given at the time

the email is sent, and shall be deemed to have been properly given and received if sent to the email address of Lessee reflected on the first page of this Agreement, regardless of whether actually received by Lessee.

Section 15. Relocation of Designated Boat Slip: Lessor shall have the right, from time to time, upon no fewer than 10 business days' notice to Lessee, to change the location of the Designated Boat Slip; provided, however, that in connection with any such relocation: (a) Lessee shall be entitled to the waiver of one month's Monthly Rental, and (b) Lessor shall offer to Lessee a substitute boat slip of at least equal size and with comparable appurtenances (such as any dock box or utility connections), which shall thereupon become Lessee's Designated Boat Slip.

Section 16. Miscellaneous:
(a) This Agreement (including the Rules & Regulations referred to herein) sets forth the entire agreement between Lessor and Lessee, and supersedes and takes the place of all prior representations, warranties, and agreements, and may be amended only by written instrument signed by the party to be bound.
(b) This Agreement shall be governed by the laws of the State of Delaware, and exclusive venue for the adjudication of any dispute arising under this Agreement shall be in a court of competent jurisdiction in Sussex County.
(c) If any provision or portion of a provision of this Agreement is determined to be unenforceable, then the unenforceable provision shall be deemed to have been severed and excised from the Agreement, and the remainder of the Agreement shall remain in full force and effect.
(d) Lessee warrants that Lessee is the owner of Lessee's Craft, free and clear of any adverse liens or claims, save and except claims by any lender of a security interest therein arising prior to the date of this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have signed this Agreement.

LESSOR: THE TOWN OF MILTON

By: _____
Name: _____
Title: _____

LESSEE: _____
Name: _____