



100 Retreat Lane
Huddleston, VA 24104
(540) 297-9393

Watercraft Slip Rental Agreement

The term "CALM" is used herein to indicate any amenities and docks which are managed by CALM, Inc. and owned by J.W. Holdings, Inc. and/or Craddock Oaks Developers, Inc. (or successors), or anyone authorized to represent said amenities or docks, located at Mariners Landing at Smith Mountain Lake in Huddleston, Virginia. The word "Tenant" is used herein to indicate the watercraft owner. All guests must be accompanied by the Tenant at all times.

This agreement includes use of the following facilities at Mariners Landing: the watercraft slip to which the Tenant has been assigned, private boat launch (*only* for the watercraft for which a slip is rented), dock parking, dock bathrooms, and dump station.

One key will be issued for the padlock which secures the electric switch to the assigned slip. Any replacement key will cost the Tenant \$25. If Tenant requests the assigned slip be unlocked by CALM, a service fee may apply.

Tenant must comply with the terms of this agreement, all laws, and Mariners Landing rules and regulations at all times. **CALM reserves the right to cancel this agreement at any time.** Any citation issued to Tenant or Tenant's guests on the Lake, or any infraction of these or any posted rules and regulations shall, at the option of CALM, cancel this contract. In such circumstances, a pro-rated amount of what was paid for the contract *may* be refunded. This refund will be "short-rated" depending upon the infractions that caused written notice of cancellation to be given to the Tenant. If there is damage or abuse to the facilities, employees, other Tenants, guests, etc., and the Tenant is responsible, in the judgment of CALM, for monetary repair, the pro-rated amount will be withheld to the extent of damage. Any amount owed beyond the pro-rated amount will, additionally, be the Tenant's responsibility.

Please note (in addition to any other stated terms):

1. Unsafe activity, as judged by CALM, is NOT allowed.
2. Consumption of alcoholic beverages may be available in designated areas.
3. Glass containers are NOT allowed.
4. Pets must be leashed or confined at all times and are NOT allowed in the enclosed amenities.
5. NO swimming or fishing allowed in the watercraft slip areas.
6. NO outdoor fires are allowed except in designated areas. Beach fires are allowed only by written permit from CALM.
7. Unlicensed recreational vehicles (such as ATVs) are not allowed without written approval from CALM.
8. Advertising, *For Sale* signs, soliciting, or commercial ventures of any kind shall not be allowed without written approval from CALM.
9. The rental fee includes moderate use of non-potable water and non-continuous use of electric (unless otherwise agreed).
10. Staying on your watercraft overnight is allowed only by written agreement with CALM.
11. **Fueling of watercraft and fuel containers are not permitted at the docks.**

The Tenant agrees to conduct his activities at all times when on CALM property or the lake waters adjoining, so as to create no annoyance, hazard or nuisance to the property or to others. This involves number of guests; attire; conduct; noise level; use of radios, TVs, or other sound equipment; observance of good housekeeping and sanitation practices (no dumping of garbage, sewage, soaps or other cleaners into or otherwise polluting the lake); and the use of garbage and trash receptacles, as deemed appropriate by CALM.

No contractors or service organizations or individuals will be permitted to undertake any work on watercraft on the premises without the approval of CALM. Welding, burning, sanding, spray-painting or any other activity that may cause damage to the facilities or other watercraft are specifically prohibited. Tenant acknowledges that CALM, at its sole option, may cause repairs or maintenance to the watercraft slips and moorings and that Tenant's watercraft may have to be temporarily removed without notice.

When a watercraft enters the dock area, it immediately comes under the jurisdiction of CALM and shall be berthed only where permitted and maneuvered as directed. **The watercraft shall be operated at no wake speed within 200' of the dock area.** Vehicle parking shall be in designated areas only.

The watercraft will only be entered by CALM for emergency purposes. **CALM is in no way responsible for the Tenant's watercraft.** CALM assumes no responsibility for protection of and/or damages to the Tenant's watercraft, including tending mooring lines, the berthing height of the lift or moving watercraft in or from the berths to which they are assigned. However, if CALM, at its discretion and without notice, does so act to protect or preserve the watercraft or the facility, the Tenant may be required to reimburse CALM for its costs with a minimum fee of \$25 in each such instance.

CALM shall assume no responsibility for the lake levels, which may affect Tenant's ability to use the assigned slip. AEP states the water level may rise above the 800' contour or fall as low as 787'. CALM makes no guarantee about slip access from the water and does not refund any portion of slip rental fees for non-use due to water levels.

Tenant shall immediately notify CALM of the necessity for repair of any part of the facilities or of any potentially unsafe conditions. Tenant shall not alter or attach anything to piers, slips, fixtures, or other facilities without approval from CALM. Tenant or Tenant's guests shall not place supplies, materials, accessories or debris on walkways and shall not construct or install thereon any lockers, chests, cabinets or similar structures, or store personal property upon walkways and piers. Tenant will be held responsible for damage they or their guests may cause to the facilities and structures or the property of others.

To be admitted and to continue as a Tenant of the watercraft slips, a watercraft must be: (a) Legally registered, identified and equipped as prescribed by law. (b) **Insured. A current certificate of insurance shall be furnished by the Tenant and on file with CALM.** After the initial certificate of insurance is provided by the Tenant, CALM has no further obligation to confirm the Tenant's insurance. **Tenant understands that Tenant is personally liable for any damage not covered by Tenant's insurance. If CALM ascertains that Tenant has no insurance, access to the slip will be denied with no refund.** (c) Subject to periodic inspection by CALM or its agent to determine the maintenance of proper safety conditions. This inspection implies no obligation by CALM or its agent as to the correctness of the watercraft's maintenance or safety conditions.

CALM reserves the right, in its sole discretion, to assign Tenant a slip other than that designated herein. Upon receipt of such notice, Tenant may cancel this agreement whereupon CALM will refund rental fees paid pursuant to this agreement on a pro-rated basis.

CALM reserves the right to alter or amend, without notice, the terms and conditions of this Agreement. Failure of CALM to enforce any of the terms and conditions herein shall not be considered a waiver of such term or condition. The Tenant is responsible for compliance with any terms or conditions of this Agreement.

Tenant agrees to display Mariners Landing identification on his vehicle(s), as required by CALM, and to provide proper identification for Tenant and guests to CALM upon request.

Further comments and agreements between the Tenant and CALM (i.e. potable water, electric, etc.):

This rental Agreement shall not be cancelled by Tenant unless a suitable replacement Tenant, approved by CALM, can be obtained promptly, in which case prorated reimbursement for the unused rental will be made to the original Tenant. No sub-letting or transfer of watercrafts between slips will be allowed by the Tenant and, except with prior written permission of CALM, no watercraft except the one represented in this agreement may occupy the assigned slip. Upon termination of this Agreement, for any cause, Tenant will immediately remove all property owned by the Tenant or his/her guests or invitees. If such property is not so removed, CALM shall have the right to have such property removed and stored and/or disposed of at the sole risk and expense of the Tenant.

This rental Agreement will be renewed on March 1 of each year upon payment of the annual fee in a timely manner, unless written notice is given to the contrary by the Tenant at least 30 days prior to the expiration of the current term. Holdovers will be invoiced at the monthly rate.

CALM shall assume no responsibility for supervision of any activities of its Tenants, their guests, or other users. Supervision of children at all times is the sole responsibility of parent(s) or guardian(s).

CALM shall not be liable to any Tenant or guest for personal injury or property damage from theft, vandalism, fire, natural elements or other causes sustained as a result of the operation of Tenant's watercraft or use of the facilities.

I, the undersigned, understand that there are risks inherent in water-based activities. Activities in and around swimming areas can result in injury or death. These accidents can involve falling injuries from slippery surfaces, diving injuries, accidental drowning or other misfortunes. Docks also present the opportunity for accidental injury or death. These risks include falling on the docks or falling off the docks, falling into the water with the possibility of drowning, being crushed between the watercraft and the dock and having watercraft or equipment fall onto me or my family or guests.

Likewise, I understand that there are risks inherent in land-based activities such as walking or jogging on roadways or using restroom facilities. Potential accidents include, but are not limited to tripping, slipping, falling, being pinched or hit by moving equipment or vehicles.

I hereby freely and expressly assume and accept responsibility for any and all risks of injury or death for me and my family and guests while participating in water-based or land-based activities at or near Mariners Landing at Smith Mountain Lake.

I hereby warrant and represent that I have no physical or mental disability, impairment or ailment preventing me from engaging in active or passive exercise or that will be detrimental to my health, safety or physical condition or that of any family member or guest associated with me.

I, the undersigned, agree to hold harmless and indemnify CALM and/or any officers, directors, employees or agents thereof from any claims or other loss related to any injury or death and any court costs and reasonable attorney's fees that may result from or in any way be related to any use of CALM facilities by me, family members or my guests, pursuant to this agreement.

As Tenant, I shall be responsible for informing my family members and guests of the responsibilities noted in this agreement.

It is agreed that this contract is performable and venue shall be in Bedford County, Virginia. All notices required by this Use Agreement or the Law shall be to the addresses stated herein. Tenant agrees to notify CALM within ten (10) days of any change in any of the information required by this Agreement.

In consideration of \$ _____, paid for the term of _____,

CALM allows the Tenant usage of watercraft slip # _____

Tenant's Name (please print) _____ Phone (_____) _____

E-mail Address _____

Mailing address _____

City _____ State _____ Zip _____

Emergency contact (please print): _____ Phone (_____) _____

Tenant acknowledges that ONLY the watercraft *identified in this agreement* may occupy the assigned berthing place. Tenant also acknowledges that CALM has described, prior to contract execution, the maximum watercraft sizes allowed in its slips: Standard 11' Slip: beam 8 ½ feet, length 24 feet max., weight up to 5,000 pounds. Heavy Duty Lift Slip (HD): beam 10 feet, length 24 feet, weight up to 8,000 pounds, depending on watercraft weight distribution. Tenant agrees that the watercraft identified in this agreement satisfies these requirements and that the assigned berthing place is adequate for the safe mooring of said watercraft.

Watercraft—Length _____ Weight _____ Boat Registration # _____

Year _____ Make/Model _____ Color _____

This watercraft does does not have marine sanitation equipment. If so, Tenant warrants that the mechanical ability to dump sewage in the Lake has been disabled or sealed by a qualified party.

Do you wish to store your watercraft trailer at Mariners Landing (not included with slip rental)? Yes No

Insurance Co./Agent _____ policy# _____

Agent's address _____ Phone (_____) _____

I authorize my insurance agent to release proof of insurance directly to CALM upon CALM's request and have asked that CALM be shown as "additional insured" on the policy.

As Tenant, I agree to all the Terms and Conditions of this three-page Agreement:

Tenant's Signature _____ Date ____/____/____

For CALM Office Use: Slip # _____ Payment \$ _____ Received ____/____/____ Cert. of Ins. rec. ____/____/____
Lift key given to Tenant ____/____/____ Authorized Signature _____ Date ____/____/____