

CAPE CHARLES HARBOR “DOCKING” LEASE AGREEMENT RULES & REGULATIONS

Welcome to the Cape Charles Town Harbor. This lease agreement between the Town of Cape Charles (Lessor) and harbor users (Lessee) is to be signed, on the docking permit by Lessee to insure the safety of the tenants and the orderly operation of the harbor. Your cooperation in the enforcement of these rules and regulations will provide everyone with the maximum enjoyment of the facility.

1. All Vessels utilizing or occupying dock space for any length of time must first obtain a valid docking permit lease and agree to the Cape Charles Harbor “Docking” Lease Agreement Rules and Regulations or the parties will not be allowed to remain. All parties leasing dock space will be provided with a copy of these Rules and Regulations.

2. Mooring or anchoring in the inner basin is not normally allowed. However, in emergency situations such may be necessary. In this event the Harbor Master shall designate acceptable locations.

3. Annual and seasonal leases may be continually renewed provided Lessee pays all assessed fees and taxes of any kind owed to the Town and abides by the provisions of this agreement. Monthly, weekly, and daily leases are guaranteed only for the prepaid period and must be paid in advance. Docking, wharfage, and late fees are subject to current rate schedule.

4. Each permit issued shall apply only to the particular dock space assigned and to a specific owner and Vessel as listed in this permit. Leases are non-transferable and no subleasing is permitted by Lessee. No refunds will be made for slips space vacated during the lease period. Lessor reserves the right to sublease the space on a nightly basis if the Lessee’s vessel is absent for more than one week. A slip is considered vacated if the leasing vessel is absent for more than one week without written notice to the Harbor Master as to when the vessel is to return. Changes to a scheduled return must be given to the Harbor Master to insure the space will be available upon the vessel’s return.

5. Lessee shall provide daytime, nighttime, and alternate phone numbers where the Lessee or his/her agent may be reached in the event of an emergency, along with the mailing and physical address of the Lessee. The Lessee shall immediately notify the Harbor Master of any change of address or phone number, and change of vessel name or registration.

6. In the event of an emergency, or if the vessel is unattended and the Lessee cannot be reached, the Lessor reserves the right for the Harbor Master or other Harbor employees to take whatever action is necessary to provide for the safety of the dock, vessel, surrounding vessels. However, Lessor is not obligated to take such action. Additionally, Lessee agrees to hold Lessor harmless from any and all liability, loss, or damage caused by or to the subject vessel out of failure of Lessee to move the vessel, the inability of Lessor to contact Lessee, or the movement of the vessel by Lessor. As soon as the emergency is abated, efforts will resume to contact Lessee.

7. This lease agreement is for use of dock space only. Such space shall be used at the sole risk of Lessee and his/her guests. Lessor shall not be responsible for the care or protection of Lessee’s vessel and/or properties. Lessor shall not be liable for any loss or damage of whatever kind or description to Lessee’s vessel and/or Properties. Lessee agrees to hold Lessor harmless for any such loss or damage.

8. Lessor shall not be liable for any personal injury to Lessee, his/her guests, or crew members resulting from the use of any dock space, and Lessee agrees to indemnify and hold harmless Lessor from any such loss or personal injury.

9. Lessee is responsible for damage to the Harbor facility caused by his/her vessel. Lessee is responsible for properly securing his/her vessel, especially on approach of any storm.

10. No cooking grills or open flames are permitted on the docks or on vessels in the Harbor.

11. Rafting or tying abreast may be permitted at the regular dockage rates with the permission of the vessel being rafted to. No more than four (4) vessels shall be rafted together.

12. No signs shall be displayed nor shall any commercial business activities be conducted in the Harbor area without

prior permission of Lessor.

13. Heavy maintenance will be allowed with permission of the Harbor Master Lessor shall have the sole right to determine what type of maintenance or repairs shall be permitted or prohibited.

14. No adjoining land is included in this lease. Separate lease arrangements must be made for storage or work areas.

15. Any party using land or docks within the Harbor area for loading or unloading conch or crab pots, fish traps, nets, timber or poles, or any other type of gear shall confine their activities to an area which has been designated by the Harbor Master for such usage. In no event shall any of the above listed gear be permitted to remain in the designated area for more than five (5) days. In the event the five day limit is exceeded, Lessor has the right to transport said gear to another location for storage. The costs of transport and storage shall be charged to the owner of said property. A storage fee shall be charged at the rate of five dollars (\$5) per day for every day in excess of the five day limit unless a hardship can be proven by the owner. Any gear remaining in the storage area for more than one month will be considered abandoned and disposed of by the Lessor as it sees fit. No bait of any type shall be permitted on the docks or within the confines of the Harbor area for more than twenty-four (24) hours. In the event the twenty-four hour limit is exceeded, a penalty of ten dollars (\$10) per day will be imposed against the owner of said bait for each day the limit is exceeded.

16. No one may bring fuel to the Harbor in hand carried or portable containers to fuel any vessel. Fueling of boats is permitted only at the fuel dock. Refueling by use of approved containers capable of being carried by one person and designed for connection directly to a motor is permitted. Fueling by trucks will be permitted for vessels too large to get to the Town of Cape Charles fuel docks. This will be permitted on the south-side of the harbor. Vessels will order their fuel through the harbor master, and will fill out the proper declaration forms.

17. It shall be unlawful to deposit, or cause or permit to be deposited, in any of the waters of the Harbor, or along the shores thereof, or in any of the streams or ditches emptying therein, or on any of the land adjacent or contiguous to the Harbor, any abandoned/derelict boats, refuse, offal, waste matter, or other substances or material, whether earth, oil, liquid, animal, fish, or vegetable matter than may injuriously affect the sanitary, clean and safe conditions of the water in the harbor, or diminish the depth thereof.

18. Electrical power is available at some berths. Only water tight marine cords shall be used for dockside power. All Lessees having air conditioners, hot water heaters, refrigerators and/or freezers, must report to the Harbor Master and will be charged an additional fee. Electric heaters with exposed heating elements are not permitted. Lessor does not guarantee continuous electric service. Lessor must approve all electric modifications and will coordinate installation of same. The cost of installation and/or modification of same will be paid by Lessee and, upon vacating leased slip, the installation and/or modification shall become the property of Lessor.

19. Temporarily installed items (dock boxes, ladders, steps, fenders, fire hoses, rings, cleats, etc.) shall be permitted with approval of the Harbor Master.

20. No lease granted by the Town assumes responsibility on the part of the Town for the condition or state of repair of walkways, roadways, parking areas, docks, slips, bulkheading, ladders, etc., within the Harbor. The Lessee of any slip or berth, as a condition of its lease or use, shall be deemed to have agreed to hold the Town of Cape Charles, its council and mayor, officials, employees, and agents harmless from any liability resulting from damage to the waters, waterways and surrounding property caused by fire, explosion, fuel spills, hazardous discharges, or the like to which the Lessee, the user, or its vessel has in any way contributed, or from any liability resulting from injury or damage of any nature or kind to any person or property including any other vessels in the Harbor to which injury or damage the Lessee or the user or its vessel in any way has contributed.

21. Lessee agrees that only reasonable and customary use shall be made of the docks and facilities covered hereby, and no unnecessary wear and tear, disturbance, nuisance, rubbish or garbage shall be permitted on the dock or premises. Lessee shall keep dock and premises covered hereby free and clear of gear, tackle and all other obstructions. Lessee agrees to discard nothing, including treated or untreated effluent or sewage from heads or holding tanks, into the Harbor basin. Infractions will be dealt with according to Local, State and Federal laws.

22. There shall be no discrimination in the use of or access to the benefits of the harbor facilities regardless of race,

age, creed, handicap, color, national origin, religion, sex, political affiliation, sexual orientation, or beliefs.

23. In event of any default in this Harbor Lease Agreement Rules and Regulations by Lessee, Lessor may terminate Agreement immediately and, upon such termination, Lessee shall be obligated forthwith to remove his/her vessel from the harbor or to have it removed by Lessor at Lessee's risk and expense. Lessee shall be liable to Lessor for all unpaid dockage fees, costs, and damages that Lessor may suffer as a result of Lessee's default. In the event of any breach of this Agreement or the Harbor Rules and Regulations by the Lessee or the Lessee's authorized agent(s), the Town may pursue any and all remedies available to it to enforce same, either at law or in equity, including injunctive relief, and the Lessee shall be solely responsible for all costs incurred by the Town in pursuing any such remedy or enforcement action, including court costs and attorney's fees. Any of the following events shall constitute default on the part of the Lessee:

1. Failure to make timely payment,
2. Breach of any covenant or condition contained in this Agreement,
3. Failure to comply with the procedures listed in this Agreement and/or published by Lessor from time to time
4. Failure to properly maintain vessel and keep in a safe and seaworthy condition, as determined by the Harbor Master.

24. Lessor may obtain a lien against Lessee's vessel described in this Agreement, including all appurtenances and contents, for any unpaid sums due hereunder and for any damages caused to any docks, property or person in the Cape Charles Harbor. Said lien shall be in addition to and not limited by other lien provisions of the laws of the Commonwealth of Virginia.

25. Persons leasing dock space at the Town Harbor must have a current marine liability insurance policy for said vessel, and a certificate of this insurance must be submitted to Lessor prior to leasing any space, with yearly updates required.

26. Minor children must be accompanied and supervised by an adult while in the Harbor area.

27. Swimming, diving or bathing within the waters of the Harbor or from the docks is prohibited, except for repairs.

28. Extreme caution should be exercised in leaving and entering the dock and harbor area. At no time within the harbor should vessel speed exceed six (6) miles per hour. The "No Wake Zone" will be enforced.

29. All vessels shall observe the COLREGS Rules of the Road as are prescribed by the regulation of the United States Coast Guard, CG-I 69. The rules and navigation laws of the United States will be strictly enforced.

30. This document contains the entire understanding between the Lessor and Lessee and no other representation or inducement, verbal or written, has been made which is not contained herein. Lessor and Lessee agree that if any paragraph or provision violates the law and is unenforceable, the remainder of this document will be valid.

31. This lease Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

32. Any persons leasing dock space, caught intentionally stealing from or doing Vandalism to, any vessel or property and the properties of the Town of Cape Charles Harbor will be expelled from the Harbor permanently!

Lessee certifies that this whole Agreement has been read and all conditions set forth are fully understood. Signing of the Docking/Storage Permit Lease Agreement enforces this agreement

ADOPTED 9/14/2005