



Office (302) 945-9300

**POT-NETS COMMUNITIES
BOAT SLIP RENTAL CONTRACT**

Public Safety (302) 945-1029

Non Resident - Annual

THIS **BOAT SLIP RENTAL CONTRACT** is entered into this _____ day of _____, 20_____

between Pot-Nets Communities, 34026 Anna's Way, Long Neck, DE 19966, and the Boat Owner (hereinafter Lessee) named below.

Boat Owner Name (Lessee) _____

Street Address _____

City _____ State _____ Zip _____

Home # _____ E-mail Address _____

Work # _____ Cell Phone # _____

Provide at least one phone number for emergencies

Boat Registration Number: _____ Boat Name: _____ Boat Length: _____

Boat Make/Model: _____ Boat Color: _____

Marine Sanitation Device (toilet) Type: _____ Portable _____ Type III _____ Type II _____ Type I _____ No Toilet

Contract may not be executed without copy of Registration Card

**This contract covers: BOAT SLIP # _____, in MARINA # _____, in POT-NETS _____.
BOAT STICKER # _____ was issued.**

Pot-Nets Communities acknowledges receipt of \$ _____ Cash _____ Check # _____ CC _____

Pot-Nets Communities will send a renewal invoice to the above address for each successive boating season _____ (initials)

***Annual Fee for boat slip rental subject to change upon renewal.**
ALL FEES DUE AT TIME OF SIGNING when entered into during Boating Season.

- INSURANCE & LIABILITY:** Pot-Nets Communities cannot and will not be responsible for loss of any kind, regardless of the cause, including wind storms, theft, pilferage, fire, water damage, hail, vandalism, freezing or heat loss, Acts of God, personal injury suffered by any Lessee or guest of Lessee. To the fullest extent permitted by law, the Lessee releases Pot-Nets Communities and its staff from any and all liability. The boat is to be placed in the slip entirely at the Lessee's risk. Pot-Nets will not be responsible for damage or theft of property or possessions. Lessee hereby agrees to be personally responsible and liable for all injuries, damages to marina facilities and boats that are caused by Lessee(s), guests of Lessee(s) and their boat. Pot-Nets Communities encourages Lessees to purchase a liability insurance policy to cover personal injury and damages.
- SLIP USE:** Pot-Nets Communities reserves the right to relocate Lessee's boat to a comparable slip if the need arises. Boat slip is provided in an 'as is' condition. Boat slips shall be limited to one unique boat per slip. Only the boat described above, registered in the name of the Lessee, shall be permitted in the assigned boat slip pursuant to this Contract. The boat must display a current Pot-Nets registration sticker. Boats placed in vacant slips other than the assigned slip, or boats not displaying a registration sticker, will be removed at owner's expense.
- RESTRICTIONS:**
 - This Contract is for boat slip usage only.
 - This Contract does not include use of, or access to, any other amenity in the Pot-Nets Communities, e.g. pools, beaches, boardwalks, etc.
 - Boat usage is for recreational purposes only. Commercial use (fishing charters, sightseeing, etc.) is strictly prohibited.
 - No loitering or sleeping on boats is permitted at marinas after dark.
 - This address may not be used to advertise boats or other items for sale.
 - No storage of crab pots, minnow traps, tables, etc. at your boat slip.
 - Dock boxes are permitted, provided they are commercially fabricated, and located such that they do not obstruct pedestrians on any pier or boardwalk.
- STORAGE:** No storage of boats or trailers is permitted in the Pot-Nets Communities. If found they will be considered abandoned property and disposed of at owner's expense. Boat lifts, jet ski lifts/floats may only be installed after receiving additional written approval from BOTH Pot-Nets Communities and DNREC.

5. **COMMUNITY ACCESS:** Non-resident Lessees will be given a parking sticker to gain access to the Pot-Nets Communities which must be displayed on the back of the rear view mirror. Lessees may drive into the community to and from their boat slip or boat ramp only by the most direct route. Any person operating a motor vehicle within the community is subject to Delaware traffic laws and shall have a State-issued driver's license. Any vehicle or trailer which is not properly registered or in the condition required under the laws of the Division of Motor Vehicles of the State of Delaware, cannot be operated within the community. Vehicles with inadequate or malfunctioning muffler systems will not be permitted to enter the community. Lessees may park their vehicle at their designated boat slip. Parking in any other area of the community, with the exception of the Paradise Grill (located in Pot-Nets Bayside), is strictly prohibited.
6. **PETS:** All pets must be kept on leash and pet-waste must be picked up immediately.
7. **TRASH:** The Pot-Nets marinas are "carry-in & carry-out." All trash must be contained on the boat, and removed from the marina and community. All personal belongings must be kept inside the boat. Items placed outside the boat, on the pier, bulkhead, or on land around the slip will be considered trash and may be disposed of by community management.
8. **FISH CLEANING:** The Department of Natural Resources prohibits dumping fish carcasses in our channel. No fish cleaning structures can be placed or located on or near boat slips, lagoons or community waterways. Fish heads and other scraps from cleaning fish shall be sealed in plastic bags and disposed of properly by Lessee; they shall not be thrown in the lagoons or other waterways.
9. **RAMP USAGE:** Non-resident Lessees will be given a parking sticker which must be displayed on the back of the rear view mirror in order to use the boat ramp and park at the boat ramp and the boat slip. The boat ramps are available only when launching or hauling the boat covered by this Contract. Vehicles and boat trailers may not be left at the boat ramps or marinas overnight. Launching of jet skis or boats other than those registered is not permitted.
10. **MAINTENANCE AND REPAIRS:** Minor maintenance will be permitted while boat is in slip. Major maintenance and repairs are not permitted on Pot-Nets Communities property.
11. **SLIP AREA:** No adjustments or modifications to catwalks, bulkheads or piling are permitted with the exception of dock lines and cleats. Do not cover the catwalks or piling with carpet, fire hose, or any other material other than white rubber bumpers intended for marine use. No ornaments or other objects shall be placed on or near boat slip or on grass/other areas near slip. All power cords must be secured in a manner that they do not enter the water of the marina basin.
12. **WATER:** Water may be available in the marina during periods where there is no threat of freezing. Although it may be available for a longer period, the water is shut off during the winter months to prevent pipes from freezing and breaking. Water at the marina is not guaranteed and is not part of this Contract or the price of the boat slip.
13. **ELECTRIC:** Electric may be available during the year and may be used by the Lessee. However, electric at the marinas is for de-icing purposes only and is not guaranteed nor is it a part of this Contract or the price of the boat slip.
14. **FUELING OF BOATS:** All fueling must be done only at the gas dock. Anyone who fuels their boats anywhere else on the property other than the gas dock is in violation of this Contract and it will be terminated immediately. No Exceptions.
15. **CHILDREN AND GUESTS:** Children under 21 must be accompanied by a responsible adult. Pot-Nets Communities holds the Lessee liable for the actions of their children and guests. Vandals will be prosecuted.
16. **DAMAGES:** If any damaged personal property (boats, trailers, vehicles, etc.) or the boat slip is observed, please report it to the Main Office located at Pot-Nets Bayside at the above address, 302-945-9300, or to Public Safety if after business hours 302-945-1029. Any costs incurred to repair is the sole responsibility of Lessee.
17. **NO:**
 - No refunds.
 - No loud noise or loud radios at any time.
 - No open fires or fireboxes including charcoal grills
 - No firearms, firecrackers, or fireworks, of any kind.
 - **NO DISCHARGING OF WASTE LIQUIDS.**
18. **SUBLEASING:** Strictly Prohibited.
19. **FIRE EXTINGUISHERS:** Lessee must supply a (2A 10BC type) fire extinguisher for each boat.
20. **TERMINATION:** Either party may terminate, with cause, this Contract within ten (10) days written notice of termination, given by mail or delivery to the addresses set forth above. Pot-Nets Communities reserves the right to terminate the privileges granted at any time without refund for disorderly conduct, intoxication, or non-compliance with the terms of this Contract. Upon notice of such termination, the Lessee shall remove the boat from the slip within ten (10) days. Should the Lessee fail to do so, the Lessee hereby authorizes the Pot-Nets Communities to remove said boat and any other property at the expense of the Lessee. Pot-Nets Communities may remove the boat and any other property at the expense of the Lessee to any other wet or dry storage facility selected by Pot-Nets Communities. The Lessee shall be responsible for all costs of such removal and continued storage. The Lessee further assumes all risks, damages, claims and expenses, including risks of damage to the to the boat, incurred in connection with such removal and/or storage and releases and holds Pot-Nets Communities harmless from all liability and costs in connection therewith. Upon expiration or termination of this Contract, Lessee shall leave the boat space and surrounding area in the condition it was in prior to any use by Lessee, clean and free of all debris. If Lessee fails to vacate the boat space on the expiration or termination date, or if Lessee fails to leave the boat space and surrounding area in the condition it was in (ordinary wear excepted), or if Lessee fails to leave the surrounding area clean and free of debris, or if Lessee fails to abide by any other terms and conditions of this Contract, Lessee shall be responsible for payment of the transient rate for each day past the termination date. This Contract may be terminated by Pot-Nets Communities on thirty (30) days written notice, without cause.
21. **RENEWAL:** This Contract will be automatically renewed annually unless terminated by either party prior to renewal. An annual invoice will be mailed to Lessee for the boat slip fee in December of each year and must be paid in full by the Due Date printed on the invoice. Boats are permitted in the water at Pot-Nets Communities from April 1st through December 31st. All boats must be removed from the Slips and Docks from January 1st through March 31st, in order to not obstruct ice clearing operations.

Lessee acknowledges that he/she has read, understood, and agreed to comply with this Contract and the Pot-Nets Communities stipulations contained in this Contract.

BOAT OWNER (Lessee): _____ Date: _____

For Pot-Nets Communities: _____ Date: _____