



Office 302-945-9300

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

Security 302-945-1029

RESIDENT

THIS **BOAT SLIP RENTAL CONTRACT** is entered into this _____ day of _____, 20____
between Pot-Nets Communities, and the Lessee named below.

Pot-Nets Lessee Name: _____ Pot-Nets Address: _____

Boat Registration number: _____ Boat Name: _____ Boat Length: _____

Boat Make/Model: _____

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

This Contract covers: BOAT SLIP # _____, in Pot-Nets _____.

Date In: _____ Date Out: _____

Fees Payable to Pot-Nets Communities: Boat Slip = \$ 950.00 per year, or portion thereof.

Private Dock = \$1,850.00 per year, or portion thereof.

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

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.

LESSEE: _____ Date: _____

A. **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.

B. **RENTAL OF BOAT SLIPS.** Boat Slips and Private Docks are rented on an annual basis, from January 1st through December 31st. Boat slip is provided in an 'as is' condition. Lessees who rent Boat Slips and Private Docks shall be required to abide by the terms and conditions of the Resident Boat Slip Rental Agreement, and the Pot-Nets Marina Operations Plan. Boat Slip Rental Agreements automatically renew each year, unless community management is notified of cancellation in writing by the Lessee. Assignment of available Boat Slips and Docks will be made on a first-come first-served basis. Community management reserves the right to temporarily or permanently relocate any boat to a different Slip at any time for any reason, which would generally be for the maintenance and repairs of piers and bulkheads, or other emergency situation. Any boat docked in a Boat Slip or Private Dock must be registered with Pot-Nets Communities, and must display a current Pot-Nets registration sticker as directed. Any boat placed into any slip without Pot-Nets authorization, or without displaying a Pot-Nets registration sticker, shall be towed at the sole expense and risk of the Boat Owner.

- C. **OCCUPANCY DATES:** Boats are permitted in the water at Pot-Nets Bayside from April 1st through November 30th. All boats must be removed from the Slips and Docks from December 1st through March 31st, in order to not obstruct ice clearing operations.
- D. **WATER AND ELECTRIC USE.** Water and electric may be available in the marina, and may be used by the Lessee for brief durations to perform maintenance upon their boats. Water is shut off during the winter months to prevent pipes from freezing and breaking. Water and electric availability at the marina is not guaranteed and is not part of the price of the boat slip. Lessees who rent Private Docks may install water and electric service at their docks at their own expense and risk, upon receiving written approval from community management.
- E. **PARKING:** Parking at boat slips is strictly on a first-come first-served basis. Parking availability may be limited during peak summer weekends, and during holidays. Please park your vehicle in line with your boat slip, or at the nearest available parking space.
- F. **WATERCRAFT OPERATION.** All watercraft (including boats and jet skis) will be operated according to the rules and regulations of the Delaware Department of Natural Resources and Environmental Control (DNREC). No person shall operate any watercraft at any speed greater than “Slow – No Wake” speed while in a Pot-Nets Communities lagoon or marina. No person shall operate watercraft in any restricted areas (river and bay beachfront) at any speed greater than “Slow – No Wake” speed, unless watercraft is over 100 feet away from all docks, piers and boat launching areas. Watercraft must operate 300 feet from all people and swimmers in the water. Any violations should be reported to the Division of Fish and Wildlife Enforcement Section (Marine Police).
- G. **CLEANING FISH.** No permanent fish cleaning facilities or structures can be placed or located on or near boat slips, lagoons or community waterways. Cleaning of fish is permitted only at the Lessee’s homesite. Fish heads, and other waste from cleaning fish, shall not be thrown into the lagoons or other waterways, but shall be sealed in plastic bags and disposed of with the household trash.
- H. **MARINA OPERATIONS PLAN.** Lessees who rent Boat Slips and Private Docks shall be required to abide by the terms and conditions of the Pot-Nets Marina Operations Plan, for the marina in which they keep their watercraft. A copy of the most current version of each Plan is available for review at the management office, and is posted at www.PotNets.com.
- I. **IMPROVEMENTS TO PIERS AND DOCKS.** Lessees who rent Boat Slips and Private Docks may install mooring hardware (cleats, whips, lines, grab bars, weights, etc.) upon the dock pilings at their own risk. All mooring hardware is to be neat and tidy in appearance, and shall create no risk of damage to other boats. No modification may be done which compromises the integrity of the existing pier/dock structures. Do not cover the boardwalk, catwalks or pilings with carpet, fire hose, or any other material other than white rubber for marine use. Community management reserves the right to remove non-compliant mooring hardware.
- J. **BOAT LIFTS, JETSKI LIFTS, JETSKI FLOATS.** Lessees may install boat lifts, jetski lifts and jetski floats, only after receiving written approval from BOTH community management and DNREC. The Lessee will be responsible for obtaining all DNREC permits, and for paying all DNREC permit application fees. Please inquire with community management before starting this process.
- K. **PETS.** All pets must be kept on leash, and pet waste must be picked up and disposed of immediately.
- L. **TRASH.** All trash must be contained on the boat, until disposed of properly by Lessee.
- M. **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.
- N. **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.
- O. **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 Security after business hours 302-945-1029. Any costs incurred to repair is the sole responsibility of Lessee.
- P. **PROHIBITIONS.**
- No commercial use (fishing charters, sightseeing, etc.).
 - No sleeping or loitering on boats is permitted at marinas after dark.
 - Crab pots, minnow traps, tables, etc. may not be stored at your boat slip.
 - 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.