



Slip Rental Agreement

This Slip Rental Agreement is entered into by and between Barefoot Marina LLC located at **2051 Bridge View Court, North Myrtle Beach, SC 29582** and vessel owner below.

Legal Vessel Owners Name (print): _____

Vessel named: _____

Owners address for mailing: _____

Owners Phone Number: _____

Owner's Email: _____

All vessels must have valid registration and carry a Certificate of Liability insurance with a limit of no less than \$500,000 of liability insurance for the duration of this Agreement. Barefoot Marina LLC must be added as an additional insured.

1. Limit on Use. This Agreement only applies to allow dockage of the Owner's vessel described above in the assigned slip. If Owner desires to dock a tender or watercraft other than described above, it must first be approved and fit in the slip and not overextend the original vessel past the fire lane which is 3 ft past the dock. Owner must complete a new Agreement, for the added jet ski or tender along with insurance and registration. If it is not able to fit behind the main vessel, we will ask that it be relocated to a slip on the property or removed from the property. Never should a watercraft be put alongside their vessel. Only watercrafts that are owned, registered, and insured by the owner listed on this agreement will be allowed in the slip. No renting or Storage of unregistered or uninsured tenders or jet skis allowed on property.

Face Dock Vessels: The face dock is rented at the actual measured size of the vessel and there are no other vessels allowed along the side or behind the vessel. Also, vessels will be asked to move up or down the dock to accommodate other vessels as they come in.

2. Term Options. Please select below for Slip Lease Terms (option A or option B)

Option A: _____ Annual Lease Agreement

Date from: ___April 1, 2022_____ To: _____

Annual Lease requires the Lessee to be subject to the terms of this agreement for one full year from this contract start date. Early termination, or forfeiture of this Lease obligation, will require three full months of rent in advance of leaving. No proration applies when terminating annual lease.

Annual Lease Rates: Note: Additional fees may apply.

- \$13.50 per foot per month



Option B: _____ Month-to-Month Agreement

Start Date: April 1, 2022 If you know departure date: _____

Month-to-Month Lessee(s) is subject to all other paragraphs herein. Month-to-month Agreement may be terminated by either party, for any reason, provided there is **a no less than 30-day written notice** given by the party terminating this Agreement to the other party. Additional fees may apply.

- Prime/Peak Summer Months (May, June, July, August, September): **\$17.00** per foot per month
- Off season months: (October – April): **\$15.00** per foot per month

Note: All slip rentals shall be paid in advance of the first day of the month that the rental applies. Slip rental will be prorated upon departure including the 30-day notice. Rental Rate per Foot calculation based on the overall length of vessel or length of dock whichever is greater. The Marina retains the right to lease temporarily vacated slips at any time.

3. **Jet ski rental** \$125.00 month. Must have \$100,000 liability insurance and registration. Jet ski must be kept in its designated slip. Parking in another's slip is grounds for eviction.

4. **Rent.** The monthly "Rent" amount due to the Marina under this Agreement shall be comprised of three elements: (A) Slip Rent, (B) Electrical Service and (C) Marina Service Fee.

5. **Base Electric access fee** shall be provided as follows:

_____ a. 30 Amp Service, monthly allotment of 360 kWh, \$45/month

_____ b. 50 Amp Service, monthly allotment of 440 kWh, \$55/month

Each slip is metered, and readings are taken periodically (typically monthly) to determine usage. **Any use of electricity beyond the Base Electric allotment described above ("Additional Power" or "Supplemental Electricity") shall be reflected in the monthly invoice and paid by Owner at a rate of .13 cents per kWh.** The Marina cannot and does not guarantee the delivery of uninterrupted electrical service. We cannot be responsible for the fluctuating electric that we receive from the electric company. In fact, interruption of electrical service should be expected. Any vessel that is dependent on shore power for its safe and continuing operation is **not seaworthy** as defined by this Agreement and by Marina Policy and shall be immediately repaired or removed. By entering into this agreement, you understand these facts and waive any claims against the Barefoot Marina LLC for interrupted service.

6. **Marina Service Fees** include the Cable/Internet (Wi-Fi), water access and pool access when the pool is open for season. The Marina does not own the pool and is not in control of when or even if the pool is available. All Owners are charged a \$35 per month amenity fee for access to these marina services. The amenities offered are not a guarantee of uninterrupted service.

7. **Liveboard Fee.** There will be a \$100.00 per month fee for customers that are occupying their boats on a daily consistent basis. Notify us if your liveboard status changes during your time here at BFM.

_____ YES, I am a liveboard.



8. No Cash. CASH IS NEVER ACCEPTED FOR PAYMENT OF OBLIGATIONS UNDER THIS LEASE. If you are asked to pay cash, notify manger or owner. If you offer to pay cash for obligations under this agreement, it will not be recorded or recognized as paid. ELECTRONIC RECORD OF CREDIT/DEBIT CARD STATEMENT IS EVIDENCE OF PAYMENT. No checks are accepted. We will bill your credit card on the first of the month. Regardless of past policy or practice, these terms assure prompt and complete payment will be strictly enforced. Payment of the full Rent amount (slip, electricity, and marina fee) is due on the **first day** of every month, paid in advance for the month (except Additional Power which is based on prior month usage). Payment received on the **5th day** of the month or later, shall be assessed a late fee of \$25 (twenty-five dollars). Payment received on or after the **15th** day shall be assessed a late fee of \$50 (fifty dollars). If payment is not received by the **15th** day of the month the Vessel shall be locked until the full amount owing has been paid. **The Marina may initiate legal proceedings after 15 days and start proceedings for eviction for unpaid rent, which could result in the judicial sale of the vessel, and/or other rights under this Agreement and at law.**

a. **Credit/Debit Card Info** - keeping a valid credit card on file with the Marina will assure that payment can be made in a timely manner. By providing the credit card information below, the Owner authorizes the Marina to charge the amount owing under this Agreement monthly.

9. Security. At check in you will received a **FOB** to be able to access all gates, doors and amenities at the Marina. FOB' are for the vessel owner only and registered in their name. There is a \$25.00 deposit that will be returned to you at check out when you return the FOB. If you misplace your FOB, let us know so we can disable the FOB. We will issue a new FOB upon a new \$25.00 deposit. Also, in the event of nonpayment of your monthly slip fee, all FOBS will be deactivated until payment is received. No personal security cameras may be placed on marina property, they must be mounted on your vessel.

10. Scope of Agreement - Owner's Duties; No vessel Services; No Intervention. This Agreement applies ONLY to the rental of a slip, along with electricity, cable/ Wi-Fi internet access as described herein. Owner understands and agrees that:

a. It is the Owner's exclusive duty (either or both the person and/or the named legal owner of the Vessel and named above) to **maintain the Vessel in a clean, safe, and seaworthy condition**, and to immediately notify the Marina of any unsafe or hazardous condition, or in any interruption of or problem with electrical, cable or internet service. A vessel that is dependent on shore power (electricity) to be safe and/or stay afloat is not seaworthy and is a violation of this Agreement and of Marina Policy and must be immediately repaired or removed from the Marina. We have a high standard at this Marina for "seaworthiness." In addition to other legal, common sense and reasonable definitions of a "seaworthy" vessel (or "seaworthiness"), this Marina defines "seaworthy" as a clean and sound hull, deck, and through-hull fittings and superstructure, with tested and functioning systems for propulsion, bilge pumping, communications, electrical service, tanks and sound and sufficient lines for tying up (including in inclement weather), and fire and life safety equipment and systems. Owner agrees to maintain the Vessel in compliance this Marina's definition of "seaworthy."

b. The Marina does not offer any vessel maintenance, repair, preparation, cleaning, monitoring or emergency services. It is an express violation of this Agreement for an Owner to solicit, or for a Marina employee



to offer such services. **Marina employees are expected to be courteous and helpful, but their duty is to the safe operation of the Marina as a whole. Marina employees are not authorized to enter onto the Vessel.**

c. Neither the Marina, nor any of its employees, staff, contractors, or representatives, nor any other Owner or visitor to the marina shall have any obligation to provide any services to the Vessel, or to intervene in any situation or condition on the Vessel. This includes but is not limited to making repairs, preparing, cleaning, maintaining the vessel, checking conditions on the vessel or its moorings.

d. It is an express violation of this Agreement and Marina Policy to solicit such services or intervention from any Marina employee, staff, contractor or representative, the consequence of which will be immediate expulsion from the Marina.

e. **Parking/Golf cart.** Each slip rental includes two automobile parking entitlements to the parking lot. Personal Golf cart on Marina premises will require a Barefoot Marina sticker to be applied and properly displayed on the back left corner of the cart. Each Golf Cart will require a \$25.00 per month fee. There are limited spaces for golf carts. The Marina is not responsible for purchasing any name display or sign for space. No storage of vehicles or trailers are allowed at the Marina. All vehicles must show their hand tag and golf carts must be registered with DMV and our office or risk being towed.

f. **Authorized service provider.** Any work performed on a Vessel while in the Marina must be performed by an outside service provider who is authorized to be on the Marina premises. Such authorization is contingent upon the **service provider's registration** with the Marina as an authorized provider. **Such authorization requires supplying satisfactory evidence of \$500,000 per occurrence Workers Compensation Insurance**, and a commitment to be complying with Marina policies, whether in writing or not, that impact the safety, cleanliness, and peaceful enjoyment of the marina. The Marina reserves all rights to grant, withhold or revoke authority of any service provider in its sole discretion. Granting authority to a service provider to enter the marina for purposes of rendering service does not constitute the Marina's approval of or endorsement of the service provider, or the quality of the work to be performed.

g. If the Vessel is found to be (1) in peril, or (2) a danger or risk to people, the environment, other vessels or the Marina including but not limited to fire, flooding, drifting, discharge or infestation, the Marina may take such remedial action at Owner's expense and in the Marina's discretion as may be needed to resolve the peril, danger or risk. Owner agrees to indemnify hold the Marina harmless for such actions.

11. Marina Policies. No Business, Charter or otherwise, are allowed to be run out of the Marina. Subletting is not permitted. No trailers are allowed to stay on premises. Owner agrees to abide by, comply with and be bound by all Marina Policies, as may be amended from time to time in the sole discretion of the Marina. Some of these policies are simply based on common sense and the Marina's definition of civil conduct and safety. Any conduct, or belligerent activity to other customers or employees of the marina or activity that interferes with those general objectives, in the sole discretion of the Marina, is a violation of both this Agreement and Marina Policy. If you have any concerns or identify any situations that may impact those objectives, please bring them immediately to the attention of the Marina staff so that the staff may investigate and take appropriate action. We will only communicate with the owner of the vessel or a legal representative. In any conflict between the Marina Policies and this Agreement, this Agreement shall govern.

12. South Carolina Rules and Regulations. The state of South Carolina does not allow you to make the Marina your home address. We are considered a storage facility only for your vessel. **You should not use the Marina's address as your mailing address.** If your vessel is not registered in SC and you stay over 180 days, it is your responsibility to register with South Carolina. It is not our responsibility to keep track of your days at the Marina.



13. **Termination by Owner.** Owner shall give the Marina, not less than thirty (30) days written notice prior to departure. All rent is due and payable before departure.

14. **Termination by Marina.**

(i) For cause. The Marina may terminate this Agreement for cause if the Owner violates any terms or conditions of this Agreement or its incorporated obligations for compliance with Marina policy and/or payment of Rent. If the Owner violates any of the terms and conditions in this Agreement, the Marina will have the option of terminating this Agreement upon a 7-day notice. Owner must remove their Vessel from the slip prior to the end of the notice period or be subject to having the Vessel removed at the Owner's sole expense.

(ii) Not for cause. The Marina retains the right to terminate this Agreement without cause, at any time, upon thirty (30) days written notice to the Owner. In such cases, any prepaid fees, charges, or expenses shall be prorated, and any surplus returned to the Owner, and Owner shall remove their boat by the termination date. Nothing in this paragraph shall waive any other right of Marina under this Agreement, at law, equity, or admiralty. **Removal.** If the Owner fails to remove the Vessel and equipment from the rented slip before the termination or expiration of this Agreement the Marina shall be entitled to any of all of the following:

- a Remove the Vessel and store or re-dock the Vessel at any location in any commercially reasonable manner, all at the expense and for the account of the Owner, and until all the Owner's fees and charges are brought current.
- b Lock the Vessel in place until all the Owner's fees and charges are brought current.
- c Charge the Vessel at the then-current transient rate per day for so long as the vessel remains in the owners slip until all the Owners fees and charges are brought current.
- d Renew the rental at the then-current rates for an additional time period as determined at the time of renewal.
- e Exercise any other right the Slip owner shall have at law, admiralty, or equity, including an action which could result in the sale of the Vessel.
- f Any combination of any or all remedies set forth in this paragraph.

15. **Default.** If the Owner fails to timely make his rental payments or is in any other material default of this Agreement, the Marina shall have all remedies set forth in paragraph 10 above.

16. **Sublease.** Owner agrees not to transfer, sublet, assign, or permit the use of the slip by any other person or Vessel than described above in section 1, above.

17. **Removal of, and Rights Against the Vessel.** Owner shall not have the right to remove his vessel from the rented slip or the location to which the Marina may have relocated the Vessel pursuant to this Agreement, until all Rent and fees described in this Agreement have been paid in full. Owner agrees that the Marina may look to the credit of the vessel for unpaid rent, dockage and other services provided to the vessel, and that the Marina may use self-help, the state, federal and maritime lien laws in pursuit of its rights to payment.

18. **Foul Weather & Secure Vessel.** Owner expressly agrees that it is not relying in any way upon the skill or intervention of the Marina to secure the Vessel at its moorings, or to protect the vessel should foul or dangerous



weather threaten to damage or damage the vessel. Owner agrees to comply with the terms of this Agreement regarding this Marina's definition of a "seaworthy" vessel. The Marina has a Storm Preparedness Plan that may be activated in the event of forecast or anticipated severe weather. This Plan includes notification by text of some (but not all) forecast weather events (generally named storms or other severe local weather) so that Owners may have an additional opportunity to (a) verify the continued seaworthiness of their Vessel, and (b) to take such other and further actions as may be prudent in light of the anticipated weather. The Storm Preparedness Plan and any notifications thereunder are offered as an additional aid to Owner and are not to be relied on as the definitive source of weather information or a determination of any level of risk or safety. The Owner agrees to hold the Marina, its agents and employees and the Slip owner harmless, and to indemnify and defend them from any claims of any other owners of property or vessels at the Marina arising out of contact with the Owner's Vessel. Owner further agrees to pay for and indemnify the Marina for damage to the Marina's facilities or property arising out of contact with Owner's Vessel or any fuel or discharge therefrom, including, without limitation, dock damage, environmental fines, and all other liabilities. The marina is not liable for acts of God; lightning, flooding etc. You are ultimately responsible for your own vessel.

19. Insurance Coverage. The Owner agrees to maintain insurance coverage under the minimum terms set forth below for the entire time the vessel is in the Marina and to document the same as may be required by Marina in the Marina's sole discretion:

- a. **Minimum Coverage & Limits:** all insurance must include coverage for hull, P&I (Protection & Indemnity) and fuel or oil spills and must explicitly state that coverage complies with the Federal Oil Pollution Act. The Declarations page of the policy must clearly include these coverages and the limits of each area of coverage. The amount or limits of coverage must meet state and federal minimums, but the Marina may require higher limits of coverage in its discretion. The Marina does not accept insurance that is a rider on a homeowner's policy, or that reflects a lay-up period.
- b. **Certificate of Insurance:** Owner must provide
- c. e a valid Certificate of Insurance naming "Barefoot Marina LLC" as Additional Insured.
- d. **Change in Insurance.** Owner agrees to give Marina immediate notice of any changes in insurance coverage.

20. Positionality: There is always a possibility that we may ask you to move due to vessel size, location, Marina capacity or unseen circumstances. Any vessel that is under 55 feet on face dock will only have temporary dockage until a more permanent or proper size slip is available.

21. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and it may not be amended except in writing signed by both parties hereto. This replaces any previous lease agreement made.

22. Choice of Law and Forum. Any dispute arising hereunder shall be governed by the laws of the state of South Carolina as supplemented by Federal Admiralty law, and any action to enforce this Agreement must be brought exclusively in the courts of Horry County South Carolina.



23. Severability; No Waiver. In the event any provision of this Agreement should be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect. If the Marina delays, defers or does not enforce one or more provisions of this Agreement, then that deferral, delay or non- enforcement does not constitute a waiver of any rights to enforce that provision at some future date, and rights to enforcement for all the other provisions of the Agreement are not waived shall remain in full force and effect.

24. Binding Nature. This Agreement is binding upon and shall inure to the benefit of all parties hereto and their respective heirs, successors, and assigns.

25. Voluntary Agreement. The terms of this Agreement reflect an extremely high standard and place obligations on the Owner that may or may not be the same as terms offered by other marinas, or by other regulations or laws. Owner is advised to seek legal counsel and advice if they are unsure of the meaning of any of these terms. By signing, Owner represents that Owner understands and voluntarily agrees to the terms herein. **Note: This agreement does not begin until proof of ownership, vessel length and requirements of insurance & documentation have been received and/or confirmed.**

_____ Date: _____
Barefoot Marina/Harbor Master

_____ Date: _____
Vessel Owner Signature

This agreement is contingent upon proof of ownership, vessel length and requirements of insurance & documentation.