

Marina Wet Slip & Dry Storage Contract

CONTRACT PROCESSED: _____ MARINA WET: _____
 INITIAL BERTHS: _____ LUNGALOT: _____
 ORGCODE: _____ I-95 LOT: _____
 DUES CODE: _____ MARINA DRY: _____
 MONTHLY COST: _____ KEY #: _____

This contract is between and by Marine Corps Community Services, MCB Quantico, (hereinafter referred to as MCCS and the MCCS patron identified below, (hereinafter referred to as the "Owner") for the storage of a boat, RV, trailer or vehicle.

MILITARY STATUS (circle one): ACTIVE RETIRED (if active duty, anticipated rotation date): _____

CIVILIAN STATUS (circle one): DOD CIVILIAN NON-DOD CIVILIAN

LAST NAME	FIRST NAME	MI	RANK/GRADE
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PHONE NUMBER(S): CELL	HOME	WORK
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EMAIL ADDRESSES:	PRIMARY	ALTERNATE
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STREET ADDRESS	CITY	STATE	ZIP CODE
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BOAT REGISTRATION #	BOAT NAME	TRAILER LICENSE PLATES
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MAKE/TYPE	COLOR	OVERALL LENGTH
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INSURANCE COMPANY NAME	POLICY NUMBER	EFFECTIVE DATE	TERMINATION DATE
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PRIVACY ACT NOTICE: The Privacy Act Statement for the information collected herein is provided as a separate document attached to this form.

Owner is notified of and agrees to comply with the following:

- a. To provide the Marina Manager accurate and current credit or debit card information and authorization for automatic payment purposes, and if a credit card has expired or been closed, to provide the Marina with updated credit card information.
- b. To not use this storage space for residential purposes, unless previously authorized with a separate contract. Owner will not use this space to operate a business on MCCS property. Owners are aware that the Quantico Marina is not designated as a live-aboard marina. Owner may stay overnight occasionally on their boat. Overnight living should not exceed 48 continuous hours per stay or not to exceed 96 hours each month, between the months of April through November. Once water is turned off, the Marina cannot support boat Owner's overnight needs.
- c. To not store hazardous materials, hazardous substances, hazardous waste, toxic chemicals, illegal goods, explosives, highly flammable materials, or any goods that may cause danger or damage to the storage space or environment. Owner may not leave waste in the storage space.

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- d. To not use or permit the use of the storage space for any unlawful purpose.
- e. To not store any living creature or organism, or any dead animal or other carcasses.
- f. To not alter, construct, or install any fixtures, affix signs, alter utilities, move, add on, remove, or otherwise modify MCCS property or adjust MCCS provided equipment supporting the Marina or Dry Storage area, unless authorized in writing; e.g. installing or removing mooring cleats, affixing doc boxes, satellite dishes, or modifying pedestals.
- g. To not display banners, symbols, words, or pictures that are offensive or inconsistent with the standards set on Marine Corps Base Quantico.
- h. **To provide proof of liability insurance coverage with a minimum of \$100,000 liability insurance for boats 16 to 27 feet, \$300,000 for boats 28 to 40 feet, \$500,000 for boats 41 to 50 feet, or \$1,000,000 for boats over 50 feet.** Patrons must also provide evidence that their marina insurance policy includes coverage for salvage costs and environmental risks, to include pollution expenses. Patrons must notify the Harbormaster of any changes in Owner's policy. All patrons who store property in the Recreational Vehicle (RV) or Dry Storage lots must provide proof of liability insurance or \$100,000 for the stored property and notify the Harbormaster of any changes to the Owner's policy.
- i. To keep property and assigned berthing space and storage area in good condition and report any suspect unsafe/dangerous conditions to the Marina Manager.
- j. To comply with all rules and regulations in effect or as may be put into effect in the future that pertain to the storage and use of the assigned berth or storage area.
- k. To abide by the Clean Marina rules in disposing of sewage, hazardous materials, and cleaning and power washing property at the Marina.

Owner further understands and agrees to the following Conditions of Property:

- a. Owner is responsible for safeguarding, locking, and otherwise maintaining their personal property.
- b. Boats must be kept in seaworthy condition according to the Commonwealth of Virginia and Federal Boating laws.
- c. Mooring lines must be kept in good, serviceable condition and maintained in accordance with the following minimum standards:
 - 1) 3/8 inch lines for boats under 20 feet
 - 2) 1/2 inch lines for boats 20-25 feet
 - 3) 5/8 inch lines for boats over 25 feet
- d. RV and Trailers in storage must be maintained and serviced.
- e. Owner is obligated to keep Marina secure for all boat Owners by: keeping knowledge of gate combinations from others, never allowing others to use their electronic access card, immediately reporting any lost access cards to the Marina Harbormaster.
- f. MCCS Hours of operation, access controls, rules and regulations pertaining to use of the MCCS facility may change in the interest of safety, care, cleanliness, and for other purposes.

Assumption of Risk: Owner agrees to personally secure and safeguard his boat, RV, trailer, or vehicle, and personal property stored in a MCCS Wet Slip or Dry Storage space. Owner agrees that MCCS, the United States Marine Corps, and the United States Government are not responsible for the safekeeping of the Owner's property. Owner understands that their property at the Marina will be located in an area subject to extreme weather. Owner further understands that other MCCS patrons will use the MCCS Marina or Dry Storage area and such use may include parking vehicles/boats and handling personal property in the vicinity of Owner's property. Owner expressly accepts and assumes any risk of negligence of other MCCS patrons, fire, theft, vandalism, acts of God, and any other natural or man-made disaster that may cause damage to or destroy Owner's boat, trailer, RV, or personal property stored within. Owner agrees to indemnify and hold harmless MCCS, the United States Marine Corps, and the United States Government, it's officers, employees, successors and assigns from any claims, damages, liabilities, losses, government proceedings, costs and expenses, including reasonable attorney fees and costs of suit arising out of such damage or destruction to Owner's boat, RV, trailer, or vehicle, and all personal property contained thereon or therein.

Fees and Payments: Owner agrees to the following:

- a. The user fee is subject to change by the Commander, Marine Corps Installations National Capital Region-Marine Corps Base Quantico (MCINCR-MCBQ) without notice to Owners and the user fee shall increase or decrease to reflect such change.
- b. **The user fees for Wet Slips are due on the first business day of each month. Automatic payments will be charged no later than the fifth business day of each month. Late fees will be charged on the twentieth day of each month if user fees are not paid on time.**
_____ initials.

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- c. **The user fees for RV and Dry Storage are due on the first business day of each month. Automatic payments will be charged no later than the fifth business day of each month. Late fees will be charged on the twentieth day of each month if user fees are not paid on time. _____ initials.**
- d. Berthing fees and storage fees will be determined by the property's centerline length. (Overall length to include bow pulpit, swim platforms, hitches, and all extensions.)
- e. Payment of \$20 will be collected for lost key/access card or if Owner fails to return the key/access card at termination of this contract.
- f. Boat Owners in Wet Slips must execute a separate contract for any boat trailer parked at the Marina Dry Storage.

Late Payment: Patron accounts that have not been paid by the twentieth day of each month will be assessed a late fee of \$25.00. Additionally, failure to pay monthly storage fees within 60 days of the due date will be grounds for termination of further rights and privileges. After 60 days of non-payment the stored property is considered to be abandoned. Owner agrees to voluntary pay deductions for any debt more than 90 days past due. If voluntary pay deduction is not available, Owner understands that he/she will be liable for any additional costs incurred by MCCS in the collection of Owner's unpaid debts, and be subjected to automated Pay Adjustment (DD139) process authorized by MCO 7010.19.

Property held during delinquent payment status: Owner agrees that should his/her account become delinquent, MCCS will take all necessary steps to secure Owner's property until such time as my account is paid in full. Owner acknowledges that **Section 43-32 of the code of Virginia** states that every keeper of a marina or storage facility shall have a lien upon such vehicles and boats for the amount which may be due for the storage, keeping and care thereof until such amount is paid and provides that the keeper of the marina or storage facility can execute on that lien.

Terms and Conditions:

- a. **Active duty change of status:** If at any time during the usage period the Owner should be **transferred from MCB Quantico, or discharged, or released from active duty, or retired**, the Owner agrees to provide written notification to MCCS Recreation Branch, MCBQ.
- b. **Retired Personnel and other Specifically Designated Personnel:** The term of the berthing or storage usage will be for **one year** from the date of execution. Retired Personnel and other Specifically Designated Personnel must live or work within a 35-mile radius of MCB Quantico to be eligible patrons. If at any time during the usage period the Owner moves out of or ceases employment within the 35-mile radius of MCB Quantico, the Owner agrees that he/she will voluntarily remove his/her property and terminate this contract. At the end of the one year period, if any active duty personnel are on the waiting list for usage of a slip, the non-active duty berthing usage will not be renewed, but the Owner's name will be placed on the top of the waiting list. Otherwise, non-active duty berthing usage may be renewed at the option of the Marin Harbormaster.
- c. **Temporary removal of property:** If the user is not moored at the slip or parked in the storage lot for a period of thirty (30) days or longer, MCCS may unilaterally terminate the berthing usage unless written notification has been given to the Marina Harbormaster prior to commencement of the period of non-use. Use of the temporary vacated slip shall pass to control of the Harbormaster for temporary use by other patrons, until the user returns. The contracted slip holder will remain responsible for the expense for the berth during the same period. Owner understands that the berth cannot be subleased or loaned to civilians or other military personnel.
- d. **Hurricane conditions:** Boat Owners at the Marina in wet slip or dry storage understand that the marina area is in a flood plain, and agree that it is their obligation to protect their property and the property of other boaters in case of severe weather; i.e., hurricane warnings. **Boat Owners in Dry Storage** will be directed to *temporarily* move their boats in case of severe weather warnings. **Boat Owners in Wet Slips** are encouraged to have a hurricane plan, which may include seeking storage out of the water or mooring at an alternate site during the storm. Boat Owners in Wet Slips are, at a minimum, required to inspect their boats and secure *their vessel* with double lines fore and aft spring mooring lines. All extraneous gear that could cause windage or break loose should be stripped, secured, or removed from their boats. Those with live-aboard contracts should be prepared to seek shelter elsewhere during the storm if a total evacuation is called.
- e. All non-trailer able vessels in the Marine Dry Storage must be removed from stands no later than 1 July and cannot return to stands prior to 1 October.
- f. If necessary for the safety of other boaters, and to the extent practicable, the Owner authorizes the Harbormaster to:
 - 1) Secure temporarily said vessel in the event that it breaks loose from its mooring and repay MCCS for materials used. Note: This does not negate the Owner's responsibility to properly safeguard their personal property.

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- 2) Notify Owner of known problems concerning property or damage to other property caused by Owner's boat.
 - 3) Refuse permission to anyone to use or move said personal property unless Harbormaster has Owner's written permission.
- g. Owner has reviewed a copy of:
- 1) The Marina Chapter of the Recreation Business Manual and/or the RV Storage Letter of Instruction and agrees to abide by these guidelines. _____ initials.
 - 2) The CLEAN MARINA pledge: The Owner agrees to abide by this and any other regulations pertinent to the Marina operations. _____ initials.

Termination: This contract may be terminated in writing by either party at any time, without cause, subject to the following conditions: MCCS shall refund owner any pre-paid usage fees. Owner is responsible for any unpaid fees remaining on the account at the time of termination. Owner shall provide the Marina Manager with a written letter of termination along with all access cards/keys. Failure to provide MCCS with written notification or failure to return access cards/keys may result in continued storage fees charged to the account. Upon termination of the contract, the Owner shall immediately remove all personal property from the assigned area or berthing space. **Sale of property:** if stored property if sold, Owner is responsible for terms of this contract until property is removed from the assigned berth or storage space and other actions are taken provided in this termination paragraph. Owners who replace sold property with like-property shall contact the Marina Manager to complete a new user contract identifying the new property. New purchases of larger size property are not guaranteed a space.

Owner's breach of any of the terms of this contract may result in its termination and or impoundment and towing of Owner's property at Owner's expense. Owners are responsible for all costs related to removal and disposal of abandoned property.

Disputes: This contract is not subject to the Contract Disputes Act of 1978 (41 U.S.C 88601-613). Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract shall be decided by the MCCS Command Consultant, which shall be final and conclusive unless within thirty (30) days from the receipt of such copy, the Owner mails or otherwise furnishes to the MCCS Command Consultant a written appeal addressed to the Commander, MCINCR-MCBQ. The decision of the Commander, MCINCR-MCBQ or his duly authorized representative shall be final and conclusive to the extent permitted by United States law.

IF ISSUED ACCESS CARD IS NOT RETURNED WITHIN TEN (10) BUSINESS DAYS AFTER YOUR CONTRACT IS CANCELLED, YOU WILL BE CHARGED AN ADDITIONAL \$25 LOST ACCESS CARD FEE ON YOUR FINAL BILL.

MCCS SIGNATURE

DATE

OWNER SIGNATURE

DATE

PRIVACY ACT STATEMENT

In accordance with the Privacy Act of 1974 (Public Law 93-579), this notice informs you of the purpose for collection of information on this form.

Authority: 10 USC 5013, Secretary of the Navy; 10 USC 5041, Headquarters, U.S. Marine Corps; 26 USC 6041, BUPERS Instruction 1710.11C, Operations of Morale, Welfare, and Recreation Programs 2003; MCO P1700.27B W/CH 1, Marine Corps Community Services Policy Manual; NAVSO P-3520, Financial Management Policies and Procedures for Morale, Welfare, and Recreation Programs; and Executive Order 9397 (SSN).

Purpose: This System of Records is governed by Privacy Act System of Records Notice NM1700-1 which can be downloaded at <http://privacy.defense.gov/notices/usn/NM01700-1a.shtml>. Information collected in this system will be used to identify authorized patrons, billing, collection of accounts, and identification and dissemination of information regarding Marine Corps Community Services (MCCS) Marina and Dry Storage activities.

Retention and Safeguards: The information collected in this system will be maintained in paper and networked databases on a predefined need to know. Physical access to terminals, terminal rooms, buildings, and activities' grounds are controlled by locked terminals and rooms, guards, personnel screening, and visitor registers. Records in this system will only be retrievable by name and social security number of patron. All documents shall be destroyed after two (2) years unless required for current operation.

Routine Uses: To various officials outside the Department of Defense (DoD) specifically identified as a Routine Use in the Privacy Act System of Records Notice NM01700-1 for the stated purpose of the Routine Use. Additionally, information may be shared outside of DoD pursuant to the blanket routine uses established by DoD Privacy Office that apply to all DoD Privacy Act Systems of Records and posted at http://privacy.defense.gov/blanket_uses.shtml.

Disclosure: Providing information on this form is voluntary, but failure to provide the requested information may result in denial of MCCS Marina or Dry Storage privileges.

SAMPLE OF AUTOMATIC PAYMENT BILLING DATES

Listed below are the 5th business days of each month for all months in the upcoming year, to be utilized for automatic billing purposes.

Monday, January 9th, 2017

Tuesday, February 7th, 2017

Tuesday, March 7th, 2017

Friday, April 7th, 2017

Friday, May 5th, 2017

Wednesday, June 7th, 2017

Monday, July 10th, 2017

Monday, August 7th, 2017

Friday, September 8th, 2017

Friday, Oct 6th, 2017

Tuesday, Nov 7th, 2017

Thursday, Dec 7th, 2017

Monday, Jan 8, 2018