

MCCS Marina Wet Slip & Dry Storage Agreement

CONTRACT PROCESSED: _____
 INITIAL BERTH #: _____
 ORG CODE: _____
 DUES CODE: _____
 MONTHLY COST: _____

MARINA WET _____
 LUNGA LOT _____
 I-95 LOT _____
 MARINA DRY _____
 KEY # _____

This agreement 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: ACTIVE, RETIRED, DOD CIV (if active duty, anticipated rotation date) _____

BRANCH OF SERVICE: _____ DUTY STATION: _____

LAST NAME: _____ FIRST NAME: _____ MI _____ RANK _____

E-mail _____

ADDRESS	CITY	STATE	ZIP CODE
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SOCIAL SECURITY #	PHONE NUMBER (H)	WORK	CELL
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BOAT REGISTRATION # _____ BOAT NAME: _____ TRAILER LICENSE # _____

MAKE/TYPE	COLOR	LENGTH OVERALL
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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.

PLEASE READ BEFORE SIGNING

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

- a. To not use this storage space for residential purposes, unless previously authorized with a separate agreement. Owner will not use this space to operate a business on MCCS property. Owners are aware that the Quantico Marina is not designed as a live-aboard marina. Owner may stay overnight occasionally on their boats. Overnight living should not exceed 48 continuous hours per stay or not 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.
- b. To not store hazardous materials, hazardous substances, hazardous waste, toxic chemicals, illegal goods, explosive, 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.
- c. To not use or permit the use of the storage space for any unlawful purpose.
- d. To not store any living creature or organism, or any dead animal or other carcasses.
- e. 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 dock boxes, satellite dishes, modifying pedestals.
- f. To not display banners, symbols, words or pictures that are offensive or inconsistent with the standards set on Marine Corps Base Quantico.

- g. **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 41-50 feet, \$ 1,000,000 for boats over 50 feet..**
Patrons must also provide evidence that their marina insurance policy includes coverage for salvage costs, environmental risks to include pollution expenses. Patrons must notify the Harbor Master on any changes in Owner's policy. All patrons who store property in the RV or Dry Storage lots must provide proof of liability insurance of \$100,000 for the stored property and notify the Harbor Master on any changes to Owner's policy.
- h. To keep property and assigned berthing space and storage area in good condition and report any suspect unsafe/dangerous conditions to the Marina Manager.
- i. 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 and or storage area.
- j. To abide by the Clean Marina rules in disposing of sewage, hazardous materials, 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 Marina Harbormaster.
- f. MCCA hours of operation, access controls, rules and regulations pertaining to use of the MCCA 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 MCCA Wet Slip or storage space. Owner agrees that MCCA, 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 MCCA patrons will use the MCCA 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 MCCA 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 other property stored within. Owner agrees to indemnify and hold harmless MCCA, 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 attorneys fees and costs of suit arising out of such damage or destruction to Owner's boat, trailer, RV or personal property stored at the MCCA Wet Slip or Dry Storage area. This assumption applies to the 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 MCB Quantico Commander 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 monthly in advance on the first day of every month. Late fees will be charged on the 5th of the month if storage fees are not paid on time. ____initial.**
- c. **That user fee for RV and Dry Storage are due monthly on the first day of the month. Late fees will be charged on the 5th of the month if fees are not paid on time. ____initial.**

- d. Berthing fees and Storage fees will be determined by the property's centerline length. (Length - Overall 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 agreement.
- f. Boat Owners in Wet Slips must execute a separate contract for any boat trailer parked at the Marina Dry Storage

Late Payment: MCCS will assess a late payment of \$10 on the 5th of the month, each month, on accounts past due. Owner agrees to, voluntarily 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 MCCA in the collection of Owner's unpaid debts, and be subject to automated Pay Adjustment (DD139) process authorized by MCO 7220.49A.

Property held during delinquent payment status: Owner agrees that should his/her account become delinquent, MCCA 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.

Mutually agreed Terms and Conditions:

- a. **Active duty change of status:** If at any time during the usage period the Owner should be **transferred from the MCB Quantico, or discharged, or released from active duty, or retired**, the Owner agrees to provide written notification to MCCA Recreation Branch, MCBQ.
- b. **Retired Personnel and other Specifically Designated Personnel:** If the Owner is not active duty military, 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 agreement. At the end of 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 Marina 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, MCCA 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. This does not relieve the contracted slip holder of 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 Marina 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 MCCA for materials used. Note: This does not negate the Owner's responsibility to properly safeguard their personal property.
 - (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.

