

**STATE OF NORTH CAROLINA, COUNTY OF CARTERET
TRADEWINDS MARINA LLC**

This **BOAT BERTH SLIP WITH MARINA INSTALLED LIFT RENTAL AGREEMENT**
entered into on _____, between **TRADEWINDS MARINA LLC** and:

Name of Customer _____
Address Street _____
 City _____ State _____ Zip Code _____

Phone Home _____
 Business _____
 Mobile _____
 Beach _____

E-Mail Address _____

WHEREAS, Customer desires to place a boat in Berth at Tradewinds Marina, Indian Beach, North Carolina; and WHEREAS, Tradewinds Marina LLC desires to accept said placement for the consideration hereinafter stated; THEREFORE, parties hereto agree as follows:

1. Tradewinds Marina will provide a **berth slip with Marina installed boat lift** in a space designated by Marina for the consideration of the sum of \$ _____ per year, payable in advance on or before _____. It is understood that this is a year-to-year agreement and this sum is subject to change on the renewal date of this agreement. If Customer permanently removes said boat prior to the expiration of this Contract, a pro-rated refund of the fee will be made, less a service cost of two hundred (\$200.00) dollar. Marina may terminate this contract with written notice if terms of contract are not met.

2. Only the following described boat (or a new boat so specified by the Customer in writing to Tradewinds Marina) shall be entitled to berth in accordance with this Contract:
 - a. Boat Identification Number _____
 - b. Boat Make _____, Model _____
 - c. Boat Length _____ feet, Overall length _____ feet, Boat year of Mfg. _____
 - d. Make & Horsepower of Motor _____, # of Motors _____
 - e. Motor Year of Manufacture _____
 - f. Make of Trailer _____ Trailer Tag # _____

3. Tradewinds Marina is not liable to Customer in the event said boat or equipment located on boat is damaged or destroyed by fire, theft, sinkage, rain, flood, wind, storm, hurricane, upset, capsizing, act of God, vandalism, collision or any act or acts other than a willful and intentional act of the Owner. Customer acknowledges that the Marina does not maintain and is not required to maintain insurance that would provide compensation to Customer upon any damage or destruction of said boat or equipment on boat. Customer is liable/responsible for any damage to Marina property if the boat is left at slip berth in event of fire, flood, rain, storm, hurricane, wind or act of God. Customer is expected to remove boat from the Marina basin during predicted severe storms or hurricanes.

4. Customer, his guests and invitees, shall be familiar with and abide by all normal marina safety requirements and rules of the road governing usage of the Tradewinds marina and boats in general. Tradewinds Marina is not liable for any injuries or damages resulting from Customer, his invitees and guests, failing to observe these rules, and is further not responsible to Customer, his invitees and guest, for injuries or damages resulting from any cause other than the willful or gross negligence or intentional act of the Owner or his representative.

5. Customer shall maintain the Marina and adjacent real property in good and clean condition at all times, and shall refrain from throwing any disposable items overboard in the Marina canal or on adjoining property. Customer shall maintain a closed head policy at all times while the boat is in berth or utilizing the adjacent Marina canal. Customer, his guests and invitees will not park a vehicle/trailer or leave a vehicle/trailer along the seawall or on any non-designated parking area, including any street within the Tradewinds Marina and Mobile Home Park complex. Tradewinds Marina does not provide boat or trailer parking facilities on site. Out-of-water boat/trailer storage is the responsibility of the Customer. Customer's boat shall only be berthed in the designated boat slip, and not along open areas of the seawall, except the Customer may use the front docking area during normal unloading and loading

6. Failure of Customer to abide by any rule set out herein shall entitle Tradewinds Marina to terminate the berthing agreement without prior notice or opportunity to cure. Time is of the essence in the interpretation and enforcement of this Contract. Should Tradewinds Marina be required to bring legal action to enforce this contract or rules of this agreement, all costs of such action, including attorney's fees, shall be charged to Customer. Customer shall be fully responsible for the conduct of all his guest and invitees. Furthermore, Customer indemnifies and holds harmless Tradewinds Marina and any other party having an ownership interest in the Tradewinds Marina from and against any claim made against any such party resulting from the use of the Marina by Customer or the ownership, maintenance, and operation of any boat owner by Customer within or adjoining the Tradewinds Marina.

7. Customer is hereby assigned Berth No. _____ and Key # _____. A key is furnished to each Customer for the launch ramp gate. A deposit of \$_____ is required for this key and will be refunded upon return of said key after termination of contract.

SIGNATURE:

 CUSTOMER

 DATE

 TRADEWINDS MARINA HARBOR MASTER

 DATE

Mail to:
 David Peele
 1116 Sudbury Road
 Raleigh, NC 27609

(919) 810-2282 Cell