

DISTRICT
WHARF

November 30, 2017

Gangplank Slipholders Association
600 Water Street, S.W.
Washington, D.C. 20024
Attn: Gary Blumenthal, President

Re: The Wharf Marina Redevelopment (“Marina”) portion of Phase 2 of the Overall Southwest Waterfront Project (“Project”) being developed by Wharf Gangplank Marina Leaseholder LLC in Washington, D.C. – OPTION C

Dear Gary:

On behalf of Wharf Gangplank Marina Leaseholder, LLC, and affiliates (collectively “WGML”), the owner of the Marina is pleased to execute this letter of agreement (“Letter”) with the Gangplank Slipholders Association (“GPSA”) in connection with the redevelopment (including transition plans) for the Marina. This Letter shall supersede the prior agreement from 2012 between the two Parties and will be applicable to Existing Liveboards (as defined below) which remain in good standing for duration of the Transition Period (as defined below). WGML and GPSA are hereinafter sometimes referred to collectively as the “Parties”.

Consistent with the Land Disposition Agreement between WGML and its affiliates and the District and as confirmed in the submissions to the Zoning Commission, WGML remains committed to maintaining a vibrant Liveboard community of ninety four (94) licensed slipholders at the Marina. As determined on October 26th, 2017, Attachment 1 is a list of the current existing Liveboard license holders in good standing with WGML under current SLAs as “Existing Liveboards” along with their current parking permit status.

WGML is committed to carrying out a transition plan that allows the Existing Liveboards to remain in the Marina during the construction of Phase 2 of the Project and which maintains the existing levels of services and amenities, ensuring that all Liveboards will have access to their vessels. For clarity, amenities shall include access to utilities, cable/internet, laundry, mail/package receipt, parking (as further described below), 24-hour security, water, and pump out.

The Zoning Commission approved the Stage 1 PUD application for the overall Project by order dated December 16, 2011, in Z.C. Case No. 11-03. Subsequent Stage 2 PUD approvals for cases 11-03A through 11-03I have been received to complete the zoning entitlements for Phase 1 of The Wharf. The Stage 2 Phase 2 PUD application case 11-03J currently under review by the Zoning Commission encompasses the portion of the Project site described in the application and generally referred to as Parcels 6, 7, 8, 9, & 10, Water Buildings 1, 2, & 3, the Marina, and the public open spaces known as the Oculus, the Grove, Marina Way, M Street Landing, and The Terrace (collectively “Phase

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2”). Note that “Phase 3” as referenced in the original 2012 letter is now generally referred to as “Phase 2” and therefore is no longer applicable to the terms of this agreement.

Water Building 3 (“WB3”) is for Marina slipholders both during the Transition Period and after completion and will host the majority of the Liveboard and non-profit slipholder marina services and amenities including 24/7 security, mail boxes, package delivery / receipt, laundry, showers, restrooms, and multi-purpose room.,. A concept floor plan of WB3 is included as Attachment 6. Upon completion of the new marina, the Existing Liveboards will be located on Docks X, Y, and Z. WB3, along with a controlled access point at future Water Building 2 (WB2), will constitute the ingress / egress points for the Liveboard community to the adjacent landside parcels.

In order to offer the Median Family Income (MFI) Adjusted Fee program, as described below, WGML has revised the design of Water Building 3 (“WB3”) to be a single-story building with the amenities listed above.

Transition Plan.

The waterside transition plan prepared by both WGML and Moffatt & Nichol and included with this letter as Attachment 2 (“Transition Plan”) addresses the concerns raised by GPSA related to the redevelopment of the Marina during Phase 2. The Existing Liveboards will be relocated as a single event to the newly or recently constructed docks within the Marina. The relocation will occur within Docks X, Y, and Z but in all events materially consistent with the Transition Plan such that within the footprint of the new Marina docks there is space for each of the Existing Liveboard slipholders. Inherent within the Transition Plan is the previous transition to Z-Dock for eighteen (18) of the Existing Slipholders that was completed in January of 2017 after WGML advanced the construction of that dock during Phase 1 in order to build the public Recreation Pier.

Transition Plan contained in Attachment 2 has been reviewed and approved by the Parties. WGML will not materially amend or modify the Transition Plan without the reasonable approval of the GPSA, which approval will not be unreasonably withheld, conditioned, or delayed. The Transition Plan shall govern the time period from the execution of this document through the latter of the commencement of Garage 3 operations or the substantial completion of the public spaces between Parcels 9 & 10 (defined as the “Transition Period”).

Transition Period Parking.

These Parking sections (Transition and Permanent) of the agreement solely apply to the subset of Existing Liveboards remaining in good standing that are noted in the “Parking Tag” column of Attachment 1 (herein defined as “Active Parkers”).

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At least thirty (30) days before the closure of the existing surface parking lot, WGML will provide tangible options for substitute parking solely for the Active Parkers during the Transition Period (defined as “Interim Parking”). WGML commits to focusing its efforts to identify these tangible options specifically on the properties located proximate to Waterfront Station Metro stop. Prior to March 31, 2018, GPSA shall equitably determine a method for the Active Parkers to select a parking space from the list of options provided by WGML. WGML shall reasonably review the method prior to implementation which approval will not be unreasonably withheld, conditioned, or delayed.

The Interim Parking will be identified in one or more area garage(s) or parking lot(s) located within the area shown on Attachment 3 as well as the garages at L’Enfant Plaza (900 L’Enfant Plaza SW) and at Hyatt Place (400 E St SW). WGML shall ensure both:

- Not more than fifty percent (50%) of the Interim Parking will be contained in the L’Enfant Plaza and Hyatt Place facilities except for in the case of WGML providing Substitute Parking as more fully described in the paragraph below, and
- Ten percent (10%) of the Interim Parking spaces shall be located within the Wharf Phase 1 Parking facility.

This facilitation for Interim Parking begins with WGML identifying one or more area parking garage/lot operators that have monthly spaces available for all of the Active Parkers to rent monthly parking. WGML does not make any representation that such parking will be available without disruption during the period of construction. If during the Transition Period more than ten percent (10%) of the initially identified Interim Parking spaces are no longer offering monthly parking/permits, upon request, WGML will identify replacement option(s) within seven (7) business days for the displaced Active Parkers (“Substitute Parking”). This commitment to identify Substitute Parking shall not be applicable to any Active Parker which has become displaced as either a result of breach of contract with the parking operator (in which case such individual shall no longer be deemed an “Active Parker” for purposes of this agreement) or voluntarily due to a commercial rate increase.

At all times during the Transition Period, the Active Parkers that elect to proceed with obtaining Interim Parking shall do so directly with the respective parking garage / lot operator(s) at such operator’s stated rates.

Further, on M Place generally proximate to WB3 and the current gangway entrance to Z-Dock, WGML will identify and maintain during the Transition Period two (2) reserved handicap spaces and three (3) spaces with signage specifically indicating that said spaces are reserved for Marina loading/unloading and deliveries. Finally, during the Transition Period, WGML will both:

- Endeavor to provide a minimum of one (1) loading/unloading space in the area known as “The Terrace,” subject to interruptions and relocations as a result of construction access needs, and
- Use commercially reasonable efforts to provide either more than one (1) loading/unloading space or one (1) additional handicap space within the area

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known as The Terrace. Should such additional space(s) become available, WGML shall reasonably coordinate with GPSA to determine the preferred space designation (loading or handicap) at such time.

Permanent Parking.

Upon commencement of Garage 3 operations, the Active Parkers will be provided an opportunity to rent non-assigned monthly parking in an area designated and maintained for Marina Liveaboards within Garage 3. WGML commits to maintain parking spaces in an amount equal to the greater of the number of then remaining Active Parkers or forty-seven (47). WGML's obligation with respect to this provision of permanent parking for Active Parkers is a one-time event upon commencement of Garage 3 operations. The Active Parkers that elect to obtain parking will do so directly from the respective parking garage/lot operator(s) at such operator's then current market rate.

WGML will continue to provide a zoning-compliant number of handicapped parking spaces for rent within Garage 3. On M Place, generally proximate to WB3 and the current gangway entrance to Z-Dock, two (2) spaces that will serve on a non-exclusive basis the Marina's need to accommodate loading/unloading large items (i.e., appliances, furniture, parts, and supplies), with signage specifically indicating that these spaces are reserved for Marina loading/unloading and deliveries only, will be provided. Further, two spaces (2) that will serve on a non-exclusive basis the Marina's need to accommodate loading/unloading, with signage specifically indicating that these spaces are reserved for Marina loading/unloading and deliveries only, will be provided generally proximate to WB2.

GPSA acknowledges WGML's obligations related to all parking provisions described herein is not transferable to a future licensee or Liveboard slipholder either prior to or after the establishment of Interim Parking. WGML and GPSA together further acknowledge that the closing of the Gangplank surface parking lot and identification of substitute Interim Parking locations in area garages (a) ends the inclusion of parking within the slip fee at Gangplank, and thus becomes an additional cost to the Existing Slipholder, and (b) requires each Existing Slipholder whether or not using Interim Parking, to promptly move all vehicles and property out of the Gangplank surface parking lot upon fifteen (15) days advance notice from WGML.

Slip License Agreement.

The updated 2017 form of the Slip License Agreement ("SLA") and related Marina Rules and Regulations is attached hereto as Attachment 4. The SLA has been edited, reviewed and approved by the Parties.

Transition Period Fee Increases.

Subject to the MFI Adjusted Slip Fee program as outlined below, WGML has agreed to provide the Existing Liveaboards with a slip fee and Liveboard fee schedule with pre-

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established annual increases until the completion of the Transition Period as described in the chart below. This rate schedule is exclusively for the Existing Liveboards and is not transferable to a future licensee or liveboard slipholder. If completion of Transition Period extends beyond the 2021/2022 SLA period, Annual Slip fee rate will increase by \$1.25/foot per month and the Annual Liveboard Fee will increase by \$15.00 per month upon each SLA renewal until Transition Period has concluded, provided that such additional increases beyond the 2021/2022 SLA period shall not exceed the then current market rates.

Existing Liveboard Fee Schedule	Slip Fees	LA Fees
Existing	\$ 11.85	\$ 154.53
2018/19 SLA	\$ 14.11	\$ 195.00
2019/20 SLA	\$ 14.11	\$ 220.00
2020/21 SLA	\$ 16.35	\$ 245.00
2021/22 SLA	\$ 17.60	\$ 270.00

Upon completion of the Transition Period and subject to the MFI Adjusted Slip Fee program outlined below, all Liveboard slips will adjust to the then current market rate. Upon completion of the sale of any vessel, the associated slip will adjust to the then current market rate.

In the interest of maintaining the socioeconomic diversity of the Existing Liveboards and commencing in conjunction with the execution of the 2018 Slip License Agreement, WGML has agreed to offer up to nine (9) Existing Liveboards an opportunity to qualify for participation in an MFI Adjusted Slip Fee program at MFI levels up to 30%, 50%, 60% or 80%. Qualification for the MFI Adjusted Slip Fee program will be based on an income verification process, with annual reverification, that confirms the Adjusted Gross Income, as reported in the most recent IRS Form 1040 (currently line 37, <https://www.irs.gov/pub/irs-pdf/f1040.pdf> or all equivalent forms that may be used by the IRS in the future) for all members of the Existing Slipholder's household to determine if the household qualifies for any of the established MFI levels at the then current Maximum Household Incomes. The current 30%, 50%, 60%, and 80% Maximum Household Income levels as established by the Department of Housing and Community Development (DHCD), as of October 6th, 2017, are noted below for reference:

Maximum Household Income				
Household Size	30% of MFI	50% of MFI	60% of MFI	80% of MFI
1	\$23,150	\$38,600	\$46,350	\$61,750
2	\$26,450	\$44,100	\$52,950	\$70,600
3	\$29,800	\$49,650	\$59,550	\$79,400
4	\$33,100	\$55,150	\$66,200	\$88,250
5	\$36,400	\$60,650	\$72,800	\$97,050
6	\$39,700	\$66,200	\$79,400	\$105,900
7	\$43,000	\$71,700	\$86,050	\$114,700
8	\$46,350	\$77,200	\$92,650	\$123,550

The initial verification process will occur approximately 30 days prior to 2018 Slip License renewal and may require all Existing Slipholders that are applying for the MFI Adjusted Fee program to complete IRS Form 4506-T (<https://www.irs.gov/pub/irs-pdf/f4506t.pdf>), or all equivalent forms that may be used by the IRS in the future), the Request for Transcript of Tax Return, which will be provided to the marina management company or a to-be-determined third-party service on behalf of WGML.

Application to participate in the MFI Adjusted Fee program is voluntary and open exclusively for the Existing Liveboards remaining in good standing in the Marina, is not transferable to a future licensee or liveboard slipholder, and only open to Existing Liveboards that identify the Marina as their primary residence to the IRS on the aforementioned forms. Should more than nine (9) Existing Liveboards be determined to be eligible for the MFI adjustment, the nine Existing Liveboards with longest standing seniority shall be selected to receive the MFI adjustment. If at any time one of those Existing Liveboards is deemed to be no longer eligible for the MFI adjustment (such as through the sale of their vessel or increase in household income), the next eligible Existing Liveboard with longest standing seniority shall be notified and offered the opportunity to participate. Those Existing Slipholders that are determined, through the income verification procedures outline above, to qualify for the MFI Adjusted Fee program will pay slip and liveboard fees that are the greater of:

- 1) the slip and liveboard fees as of the signing of this letter (2017/2018 SLA) as adjusted for CPI, or

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- 2) discounted to slip and liveboard fees from the then current market rate slip and liveboard fees as identified in the chart below¹:

Qualifying MFI Level ->	30%	50%	60%	80%
Slip & LA Fee Discount from then-Current Market Rate ->	75%	65%	55%	40%

All Existing Slipholders that are determined to be part of the MFI Adjusted Fee program will be required to undergo an annual reverification process consistent with the initial verification process described above, and shall remain eligible for potential participation in the MFI Adjusted Fee program so long as they remain in good standing in the Marina, the annual reverification process is continually complied with, and the Existing Slipholder is continuously determined to qualify for one of the above listed MFI levels. If the requirements of the preceding sentence are not fulfilled, the Existing Slipholder will begin to pay then current market rate slip and liveboard fees and no longer be eligible for participation in the MFI Adjusted Fee program. Notwithstanding anything to the contrary contained herein, the Existing Liveboards expressly acknowledge that participation in the MFI Adjusted Fee program does not change the terms of the SLA or convey any real estate related rights to the Existing Liveboards including but not limited to the Tenant Opportunity to Purchase Act (TOPA) or other residential rental protections. ²

Each year during the Transition Period within at least fortyfive (45) days following the published SLA renewal date, WGML shall notify the Existing Liveboards of the then current market rate for non-Existing Liveboards. The market rate provided for information purposes shall be the annual aggregate average market rate derived from the non-Existing Liveboard slips during the previous twelve months. This rate shall be provided solely for informational purposes to the Existing Liveboards and does not represent an offer to license additional slip space.

WGML shall notify in writing the Existing Liveboards of the anticipated market rate at least nine (9) months prior to the anticipated completion of the Transition Period.

Disposition Plan.

As discussed, the principles guiding a mutually acceptable disposition plan for the Existing Liveboard vessels is that the plan is simple, clear, transparent, and a fair process not subject to manipulation by any party. In accordance with such principles, the Parties have agreed as follows:

¹ The percentage discount from market rate factor was established based on the approximate difference between the now current average rental rate for landside market rate apartments at the Wharf and the now current DHCD established maximum allowable rent for the MFI levels provided at the Wharf. It is a fixed percentage and not subject to change.

² The references to DHCD, MFI, and Maximum Household Income are for reference purposes and used solely to describe the methodology being applied to create the slip and liveboard fee discount and the criteria for qualifying for said discount.

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- If any of the Existing Liveboard owners elect to leave the Marina and sell their respective vessel, the marina management company on behalf of WGML will allow the buyer to obtain Liveboard status with the purchase of the vessel and execution of a current SLA with addendum provided:
 - Seller is in good standing under the terms of the SLA (i.e. no breach or default under the SLA).
 - Vessel is in good standing (i.e. complies with laws and the marina rules and regulations, marine sanitation, safety and environmental compliance).
 - Buyer has executed and delivered to the marina management company a current annual SLA with addendum for Liveboard status. In the event the buyer does not execute the addendum for Liveboard status, WGML shall have no further obligation to provide Liveboard status to such buyer or any successor.
 - If the marine and value survey prepared in connection with the sale and provided to the marina management company as noted below, does not reflect a value of the vessel at the greater of 20% of the sale price or \$10,000, the buyer will be required to post a deposit/bond/letter of credit in the amount of \$100/FT (i.e., \$100 x length of boat) to cover any costs of the Marina owner associated with the commercial cost to dispose/salvage the vessel.
 - Buyer has provided and the marina management company has reviewed and reasonably approved, such application forms, credit or other information as is reasonably and customarily requested of slipholders for Liveboard status by marina companies.
 - Buyer has provided true, correct and complete copies of all due diligence information and materials obtained by the buyer in connection with the purchase of the vessel including but not limited to the final contract of sale, bill of sale, and a customary marine and value survey.
- If a seller is prepared to conclude a sale of a vessel, the seller will promptly notify the marina management company. Upon receipt of notice together with the information noted above, the marina management company will have 10-business days to process the request for confirmation of Liveboard status to

the buyer. Within such 10-day period, the marina management company will notify the seller and buyer in writing that (i) the sale has been approved or (ii) the sale has not been approved and a list of any further required information (if any) that is necessary in order to process the request. If additional information is requested, the seller and buyer will timely provide the marina management company with the requested information and upon receipt of all of the requested information, marina management will again have 10-business days to complete the confirmation process. The marina management company will receive an administrative fee of \$300 for each request for confirmation of Liveaboard status.

- The marina management company's sole responsibility in connection with the disposition process is to (a) provide a notice board in the management office where the Seller will post the notice of sale, (b) provide notice of the proposed sale on the marina website with the name and contact information of the Seller, and (c) in its reasonable discretion, take actions to protect the interests of the Marina and WGML.
- Any attempt to transfer, assign, sell, barter or trade Liveaboard status other than through the disposition process or the death/disability/divorce/gift transfer provisions noted herein will be a material breach of the SLA without the benefit of notice and cure.
- Existing Liveaboards have the ability to transfer the vessel due to death, permanent disability, and divorce as well as via gift to an immediate family member provided that such transferee conforms to the terms herein related to a buyer. In such an event, the transferor (or its estate) must provide notice to WGML of the transfer.
- Existing owners of vessels will have the right to replace an existing vessel with a new or replacement vessel subject to such vessel satisfying the Marina requirements.
- WGML will commence the restoration of the number of Liveaboard licenses to a minimum of ninety-four (94) within twelve (12) months of the completion of the Transition Period. There will be a reasonable process established by WGML for filling the available Liveaboard licenses.

Vessel Purchase Program

WGML has agreed to establish a program through which WGML or an affiliate would acquire Existing Liveaboard vessels inclusive of the Liveaboard status (defined as the

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“Vessel Purchase Program”). The Vessel Purchase Program would be available upon written request from an Existing Liveboard within twenty (20) days of the release of the current market rate ahead of the annual SLA renewal process for the entirety of the Transition Period.

The program will be an expedited binding contract similar to a 3rd party sale process but with the price pre-set at Fifteen Thousand Dollars (\$15,000.00) above the appraised vessel value (vessel fair market value). The appraisal will be performed by a licensed marine appraiser mutually acceptable to WGML and the Existing Liveboard from a pre-established list. The balance of the details of the Vessel Purchase Program will be set out in a separate notice to the Existing Liveboards within sixty (60) days of the date of this letter.

Statement of Support

In consideration for the terms and conditions set forth in this Letter, GPSA represents and warrants that it shall provide full and timely support in connection with WGML’s applications, permits and approvals related to Phase 2 of the Project, including but not limited to Zoning/PUD, Commission of Fine Arts, ANC 6D, Tenant Permit and License approvals, and United States Army Corps of Engineers and shall reasonably cooperate with WGML in connection with the transactions contemplated herein including those identified in the Transition Plan.

A draft of the letter of support for the Zoning/PUD process from GPSA is included as Attachment 5, which shall not be materially changed without the agreement of the Parties.

Summary of Agreement

The terms of this Letter along with all referenced Attachments shall be binding on and inure to the benefit of the Parties and their successors and assigns.

This Letter with all referenced Attachments constitutes all of the terms and conditions of the agreement by and between the Parties. The Parties will continue to diligently work together and with good faith efforts consummate the transactions contemplated herein. In the event of a material breach of this Letter by any of the Parties hereto, if such breach is not satisfied within a reasonable time after receiving notice of the breach (such cure time not to exceed ten (10) business days), the non-breaching Parties will not have any further obligations with respect to the proposed transactions contemplated herein. In addition, the non-breaching Parties will have the right to enforce the terms of this Letter including through specific performance in which event all costs and expenses (including reasonable attorneys’ fees) associated with such enforcement will be borne by the Party breaching this Letter.

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At any time after execution of this Letter and during the Transition Period, provided that there is no uncured material breach of the Letter by WGML or its affiliated parties, GPSA warrants that it will both:

- A) Provide letters of support and or other forms of public testimony as needed by WGML, its successors and assignees, in any legal challenges, PUD appeals, or suits brought against WGML related to the Marina and the Project or its redevelopment.
- B) Will not bring any legal challenges, PUD appeals, or suits against WGML related to the Marina and the Project or its redevelopment.

This Letter is governed by the laws of the District of Columbia. Each individual executing this Letter hereby represents and warrants that such individual is duly authorized to execute and deliver this Letter on behalf of such named entity or company and that this Letter is enforceable against said entities in accordance with its terms. This Letter may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Letter, including any referenced Attachments and exhibits hereto, represents the entire understanding of the Parties and supersedes all written or oral agreements between them with respect to the transactions contemplated herein.

The Parties signing this Letter on behalf of such entity identified represent and warrant that they have been duly authorized on behalf of such entity to sign this Letter and abide by the terms herein.

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This Letter is made by the Parties on the date first written above.

ON BEHALF OF WGML:

Wharf Gangplank Marina Leaseholder, LLC

By: Lamont Hoffman, Co-President

ON BEHALF OF GPSA:

By: Gary Blumenthal, President

REVIEWED AND ACCEPTED ON BEHALF OF ANC 6D:

By: Andy Litsky, Chairman ANC 6D

ATTACHMENT #1: Existing Liveboards

SLIP #	BOAT NAME	OWNER	SENIORITY	YEAR	MONTH	LENGTH	Parking Tag
B-09	Doo-Wop	Thiel	1	1991	1	44	Y
Z-18	Adios	Day	2	1995	1	52	Y
B-23	The Timothy B	Carpenters	3	1998	1	44	Y
D-27	Jane B	Henry	4	1998	1	38	Y
Z-22	Sunshine	Hannigan	5	2001	1	45	Y
B-02	Shalva	Ruttenberg	6	2001	1	65	Y
Z-17	The Mayor	Etter	7	2001	10	44	Y
A-05	Squeeze Box	Abersold	8	2003	1	46	Y
B-14	Special K	Hatchell	9	2004	1	29	Y
Z-21	The Amazing Grace LLC	Grace	10	2004	1	55	Y
Z-16	The Black Pearl	Madden	11	2005	6	48	Y
Z-15	Rolling Bay	Waesche	12	2005	5	46	Y
B-05	Laconic	Wetzler	13	2005	9	48	Y
B-08	Grace O'Malley	Johnson	14	2005	12	50	Y
B-07	Belle Maren	Cox	15	2006	7	56	Y
C-08	Blue Skies	Henderson	16	2007	5	44	Y
B-22	Our Island	Marchi	17	2007	6	51	Y
Z-07	Cirrhosis of the River	Eland	18	2007	8	48	Y
A-20	Panacea	McGlauglin	19	2007	8	51	Y
A-17	Spiritwood II	Butler	20	2007	9	40	Y
C-07	Tar Keel	Chambers	21	2007	11	49	Y
Z-06	Argo	Kopp	22	2007	11	42	Y
C-18	Outer Marker	Fields	23	2008	7	36	Y
C-16	Sea Tigress	Friestad	24	2008	10	44	
C-26	Miss Behavin'	Christianson	25	2008	11	39	Y
C-10	Bobbel K	Davis	26	2009	1	38	Y
D-17	Capital Idea	Galasso	27	2009	4	44	
C-30	Rolling Stone	Moore	28	2009	5	30	Y
Z-13	La Joyeuse	Jones	29	2009	11	53	Y
A-22	Big Momma	Roberts	30	2010	3	45	
B-06	This Side Up	Schneider	31	2010	4	42	Y
Z-12	You're Welcome	Bellas	32	2010	5	51	Y
C-24	Stumbling Dutchman	Goldhor	33	2010	5	44	Y
A-24	Speak Easy	Grabowski	34	2010	8	43	Y
A-14	Ty Me Up	Copeland	35	2010	9	34	
C-25	Yellow Rose	Heet	36	2011	1	48	Y
T-05	Cantina Officina	Cleveland Q LLC	37	2011	4	42	Y
C-05	Suits Us	Richmond	38	2011	6	49	Y
C-06	Half Moon	Hultman	39	2011	6	34	Y
Z-20	Golden Princess	Nichols	40	2011	10	59	Y
Z-11	White Heron	Zinsmeister	41	2011	12	51	Y
B-10	Dream Boat	Pafford	42	2012	4	60	Y

SLIP #	BOAT NAME	OWNER	SENIORITY	YEAR	MONTH	LENGTH	Parking Tag
C-01	Ms. CA Bunny	Fawcett	43	2012	4	57	Y
C-17	Digger	Rose	44	2012	4	43	Y
Z-10	Roxster	Garelli	45	2012	6	54	Y
D-06	Pugwash	Elson	46	2012	6	35	
C-28	Ed's Joy	Chitwood	47	2012	8	41	
A-11	Floating Bear	Dicke	48	2012	9	49	Y
A-13	Reckless Abandon II	Picard	49	2012	9	35	Y
A-03	Wave Dancer	Caswell	50	2012	12	51	
C-18	Dacha	Szefler	51	2013	6	39	Y
C-28	Commutable	Surina	52	2013	6	38	Y
T-08	Fresh On the Boat	Mukhi	53	2014	3	42	Y
Z-09	Agua Culture	Blumenthal	54	2014	4	50	Y
C-04	The S.M.A.K.	Woeber	55	2014	6	45	Y
B-04	Toora Loora	Simon	56	2014	7	52	Y
Z-19	Someday Came	McPherson	57	2014	8	59	Y
C-11	A Little Nauti	Curry, K	58	2014	8	44	Y
B-19	Gwyn	Lahm	59	2015	1	52	Y
T-06	Tycho Brahe	Wall	60	2015	1	67	Y
B-12	Third Mate	Waisiak	61	2015	5	62	Y
A-09	Virginica	Powell	62	2015	7	39	
Z-08	Seanchaí	Bloom	63	2015	10	54	Y
B-11	Jamie Marie	Sloan	64	2015	10	58	Y
C-03	Kane Mutiny	Kane	65	2015	10	46	Y
C-09	The Big Easy	McCartney	66	2015	10	40	Y
A-16	Bella Betsi	Rowe	67	2015	12	59	Y
A-15	Sirah Tova	Stehney	68	2016	1	45	Y
B-13	Serendipity	Link	69	2016	2	38.5	Y
C-14	Irish Mist	Pierson	70	2016	2	44	Y
A-04	Plan B	Burns	71	2016	3	52	Y
B-06	National Debt	Heet	72	2016	7	50	
C-13	Sojourner	Poston	73	2016	6	46	Y
A-10	Faithful	Rozeboom	74	2016	6	41	Y
C-23	Entropique	Hobbs	75	2016	6	43	Y
A-1/2	Monticello	Waisiak	76	2016	6	80	Y
C-15	Act of Grace	Schaeffer	77	2016	7	41	Y
C-19	Tanalac	Andre	78	2016	7	45	Y
Z-05	KingFisher	Shacklee	79	2016	8	43	Y
A-12	Four Seasons	Ricks	80	2016	8	52	Y
C-29	Night Shifty	DeFries	81	2016	9	42	Y
C-2	San Tress	Walker	82	2016	10	51	Y

SLIP #	BOAT NAME	OWNER	SENIORITY	YEAR	MONTH	LENGTH	Parking Tag
A-07	Katie Claire	West	83	2016	12	40	Y
C-22	One More Day	Curry, J	84	2016	12	40	Y
C-20	Archimedes	Kemper	85	2017	3	38	Y
B-24	Happy Place	Blanter	86	2017	6	35	Y
B-18	Shannons Steal	Norwood	87	2017	6	42	Y
C-12	Sea Change	Wells	88	2017	9	36	Y
							79

Attachment #2: Transition Plan – OPTION C**1. Summary of Approach and General Terms:**

WGML and their consultant, Moffatt & Nichol, have prepared a construction and transition schedule for the construction of Phase 2 of The Wharf (inclusive of the Marina). Consistent with the previously completed Phase 1 transition plan, the principles and approach for all stages of the Phase 2 plan are as follows:

- a) All Liveaboard vessels are accommodated within the Marina during the construction process.
- b) Continuity of all existing services provided to the Liveaboard vessels in the Marina (as further described herein).
- c) In the event that boat movements are required other than the final move to completed X, Y and Z docks, WGML will provide written notice at least fourteen (14) days in advance.
- d) Prior to the commencement of the Interim Parking, WGML will maintain Marina parking in its current location or in an adjacent owned / controlled facility within the Phase 2 land area.
- e) WGML will maintain pedestrian access to the existing security building and facilities while they remain in use for Liveaboards during construction.
- f) In the event that construction prevents access by Z dock slipholders to existing shower and bathroom facilities, alternate portable toilet / sink / shower facilities will be provided by WGML reasonably near the entrance to Z dock.
- g) Consistent with the existing conditions, WGML will be responsible for keeping the designated pedestrian access routes on WGML property lit, clear of debris, ice and snow in accordance with District laws.
- h) Construction activities will be performed during DCRA permitted hours.
- i) Marine demolition and Pile Driving hours shall be restricted as follows: 8:00 am – 5:00 pm Monday through Friday.
- j) Marine demolition and Pile Driving scheduled outside of the pre-defined work hours (or on Federal Holidays or weekends) will require a minimum of seven (7) days advance written notice to the Marina slipholders.
- k) Construction activities which require any type of construction barge or vessel to be located within the clearance required for access by a life safety vessel to all Liveaboard vessels for longer than eight (8) hours will require a minimum of three (3) days advance written notice to the Marina slipholders.
- l) Construction activities will be in accordance with all DCRA, ACOE, and DOEE permits, including commercially available methods of dust control, turbidity and containment of wind blow debris. Excessive dust/debris shall be removed by WGML's Contractor.
- m) At all times during the construction activities, WGML will provide for active vermin control to include:
 - a. Removal of rodent bodies as required
 - b. Removal of trash as required
 - c. Removal of all construction debris on existing A, B, C and Z docks as required
 - d. Additional use of reasonable measures as required to mitigate vermin population
- n) After vessel relocation and upon completion of the docks, contractor foreman/supervisors/managers registered with WGML shall maintain access to X, Y, Z docks or WB3. All workers shall be supervised by authorized personnel and shall access the docks and complete their work in a respectful and workmanlike manner.
- o) Any material changes to the Marina-specific duration or construction sequencing must be communicated in writing to the Marina slipholders with at least ten (10) days' notice.
- p) WGML shall develop an emergency evacuation plan for the Marina for the Transition Period.
- q) All notices to Marina Slipholders may be delivered electronically to the address on file with the Marina.

WGML will facilitate communications with GPSA in the following ways for Construction & Operations Communications:

- 1) WGML and GPSA will each designate an individual as a construction/operations representative that is deemed authorized to receive and deliver communications on the behalf of each party it represents.
- 2) Representatives will meet on a monthly basis with a designated representative from the Contractor to discuss progress of construction activities, concerns related to adjacent construction, and propose mitigation strategies (if appropriate).
- 3) Representatives will meet on an as-needed basis as determined by either WGML or GPSA with a designated Marina management representative to discuss issues related to disruption to services and amenities with in the Marina during construction.

In the following sections, the specifics of the above principles and approach are presented.

2. Boat Movement and Construction Plan

An overview of the Phase 2 Wharf Gangplank Marina construction/transition plan is depicted in the attached graphics labeled "*Attachment A – Waterside Transition Plan.*" Estimated construction durations are depicted both in the referenced Attachment A as well as for each Stage of the Phase 2 work outlined below.

The construction activities during the Phase 2 project for the Marina can be clearly described in three stages:

Stage 1 - Spring 2018: Demolition of Pier 3, K and T-Docks

The Stage 1 activities are comprised as follows:

- Cantina Marina has closed.
- The current Liveaboard vessels located on T-Dock will be relocated by WGML.
- The Marina management office will be relocated to an interim landside location proximate to the Marina.
- The commercial vessels currently docked in K and T-Docks will be relocated by WGML.
- Liveaboard vessels currently located on A, B, C, & Z docks will remain in their current slips.
- Utilities including water, electric, trash, pump out, 24/7 security, shower restrooms, laundry, cable / internet service, US mail and package delivery / receipt and parking (as outlined in the Letter of Agreement) will not be materially impacted beyond limited shut-offs, turnovers, and other short term closures reasonably necessary to complete the work. WGML shall endeavor in good faith to minimize such interruptions and shall notify the Marina slipholders two (2) or more days in advance whenever possible (subject to emergency repairs or insufficient notices from third parties).
- WGML will utilize a portion of the surface parking lot for material delivery, demolition hauling, equipment access, construction trailers, and other related uses.
- A portion of the existing sidewalk proximate to the bulkhead between Pier 3 and the security building will be closed for reconstruction activities.
- Pedestrian access to A, B and C Docks will be maintained through the existing surface parking lot or along Water Street.
- Pedestrian access to Z dock will be maintained at all times through Waterfront Park from the corner of M Place and Water Street SW near the entrance of the 525 Water residential building.
- Demolition of Pier 3 and K and T-Docks will commence.

Stage 2 - Spring 2018 through Spring 2019: Construction of Bulkhead East, WB3 and X and Y Docks.

The Stage 2 activities are comprised as follows:

- Maritime construction of X and Y Docks and Bulkhead East will commence.
- The Marina management office will remain in an interim landside location proximate to the Marina.
- Liveaboard vessels currently located on A, B, C, & Z docks will remain in their current slips.
- Utilities including water, electric, trash, pump out, 24/7 security, shower restrooms, laundry, cable / internet service, US mail and package delivery / receipt and parking (as outlined in the Letter of Agreement) will not be materially impacted.
- WGML will utilize a portion of the surface parking lot for material delivery, demolition hauling, equipment access, construction trailers, and other related uses.
- A portion of the existing sidewalk proximate to the Bulkhead East between Z Dock and the security building will be closed for reconstruction activities.
- Pedestrian access to A, B and C Docks will be maintained through the existing surface parking lot or along Water Street.
- Pedestrian access to Z dock will be maintained through Waterfront Park from the corner of M Place and Water Street SW near the entrance of the 525 Water residential building.
- WB3 barge and building will be floated into position and X and Y dock construction completed.
- Liveaboard vessels will be relocated into the new slips at the completion of X and Y docks and completion of waterside access between X, Y and Z docks.
 - A final slip assignment plan for all vessels will be provided at least thirty (30) days in advance of the commencement of the relocation.
 - During the final relocation period, each Liveaboard will be provided three (3) or more days written advance notice before relocation
- Access to X, Y, and Z docks as well as WB3 will remain from the existing gangway serving Z dock.
- Priority for slip assignment will be based on:
 - Seniority
 - Slip/vessel size
 - Special access requirements and or vessel access requirements
- Marina 24/7 security personnel will be relocated to WB3.
- As needed, existing access cards for Marina slipholders will be updated for access to X, Y and Z docks and WB3.
- Showers/restrooms, US mail and package delivery/ receipt, and laundry will be fully commissioned, operational and available to Marina slipholders at WB3.

Stage 3 - Spring 2019 through Spring 2022: Construction of Bulkhead West, WB1, WB2, W & V Docks and Landside Parcels 6 through 10.

The Stage 3 activities are comprised as follows:

- The existing surface lot will be fully closed and temporary offsite parking will be established per the terms of the Letter of Agreement.
- Liveaboard vessels now located on X, Y and Z docks will remain in their current slips subject to the Slip License Agreement.

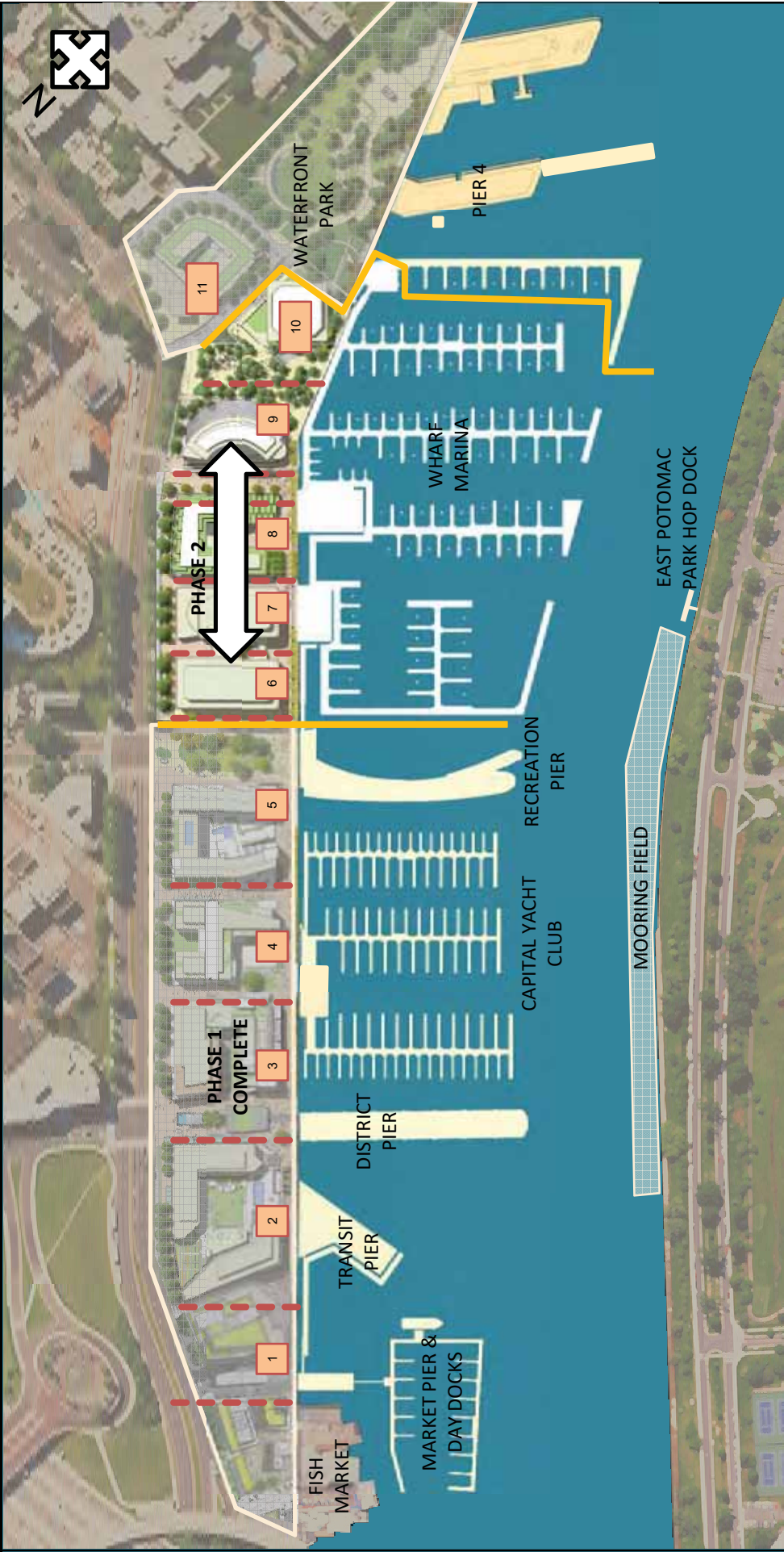
- Utilities including water, electric, trash, pump out, 24/7 security, shower restrooms, laundry, cable / internet service, US mail and package delivery / receipt and parking (as outlined in the Letter of Agreement) will not be materially impacted.
- Site preparation and excavation will begin for Parcels 9 & 10.
- Suitable barriers and lighting will be erected around the site for access to the Marina.
- The existing Marina security building and A, B, and C Docks will be demolished.
- Pedestrian access to WB3 will be maintained through Waterfront Park from the corner of M Place and Water Street SW near the entrance of the 525 Water residential building.
- Access to X, Y, and Z docks as well as WB3 will remain from the existing gangway serving Z dock. The final gangway configuration, which enters through WB3, will be established upon the opening of the public spaces between Parcel 9 & 10.
- Short-term drop-off locations and handicapped parking will be maintained on M Place per the Letter of Agreement through this period of time.
- Construction of WB1, WB2, V-Dock, W-Docks, and Parcels 6 through 10 will be completed.
- WGML will not be able to provide direct access from the Marina to the completed Phase 1 areas along Bulkhead East, Bulkhead West, or the south side of Maine Avenue due to construction activities.

3. Cost and Responsibility of Relocation of Vessels

As applicable for barges and boats that cannot move under their own power, WGML will be responsible for moving each of the vessels from the current slip to the newly designated slip during Stage 2 above.

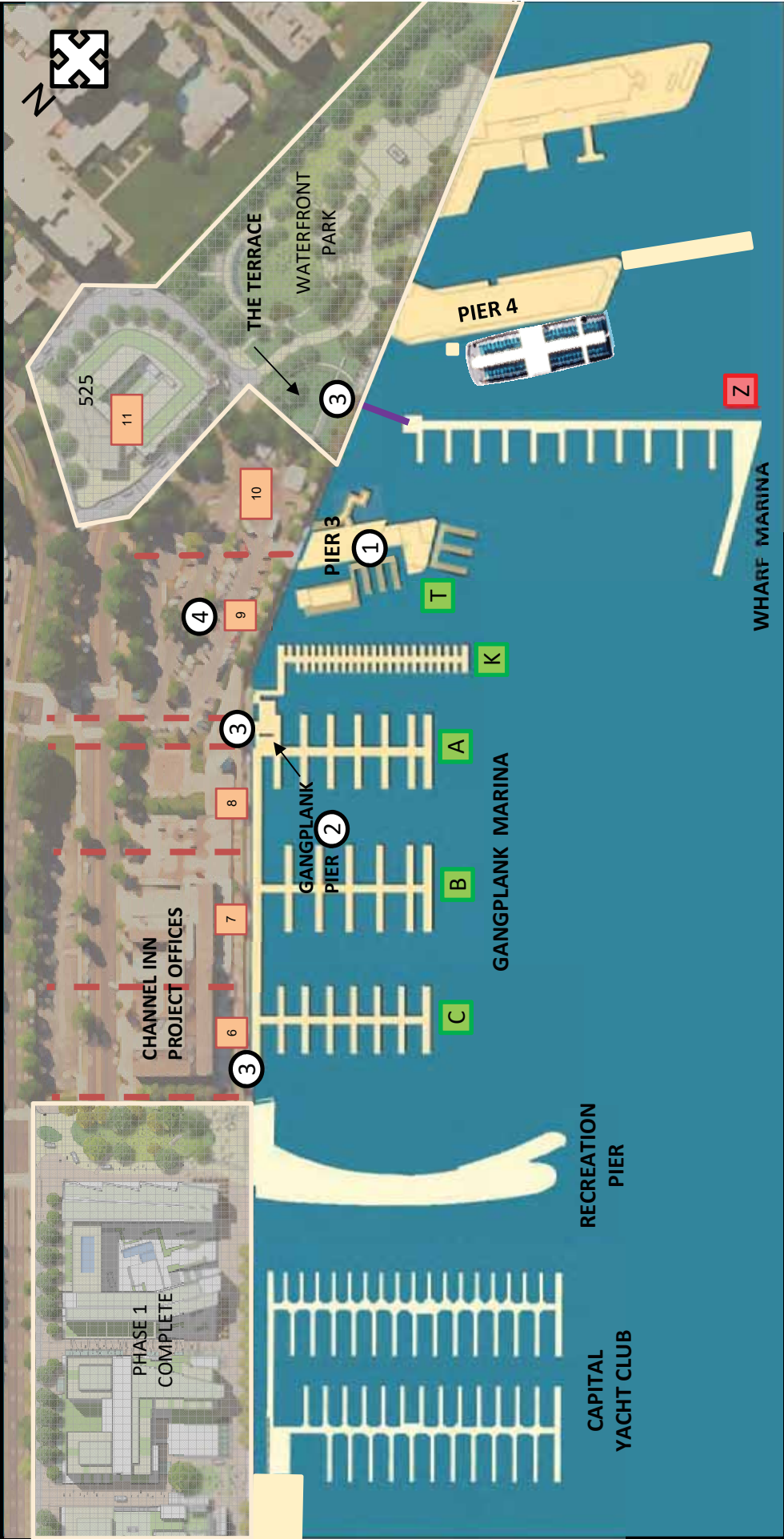
A safety check, including electrical testing initially performed by WGML, will be required prior to moving a vessel. It is the Vessel Owner's responsibility to bring their vessel into compliance with the NEC requirements for marina shore power systems and ground fault protection prior to the scheduled boat move into the new slips.

Slipholders will not be reimbursed for any moving expenses such as boxing, hauling, or storage. It is expected that each Slipholder will secure all belongings and be properly insured prior to the move as the Marina will not be responsible for damage to personal belongings.



DISTRICT WHARF PHASE 2 CONSTRUCTION SEQUENCING PLAN

EXISTING SITE PLAN



OPERATIONS

- 1. Management Office: Pier 3
- 2. Shower, Laundry, and Mail: GPM Pier
- 3. Slip Access: GPM Pier, Waterfront Park, Promenade
- 4. Marina Parking: Surface Lot

Legend

- 6 Parcel Designation
- D Gangplank Marina Dock Designation
- Z Wharf Marina Dock Designation

- Temporary Access
- Existing structures
- New structures

OPERATIONS & VESSEL RELOCATION

MONTH 1



OPERATIONS

1. **Management Office:**
2. Shower, Laundry, and Mail:
3. Slip Access:
4. Marina Parking:

The Terrace, Pier 4 or Channel Inn

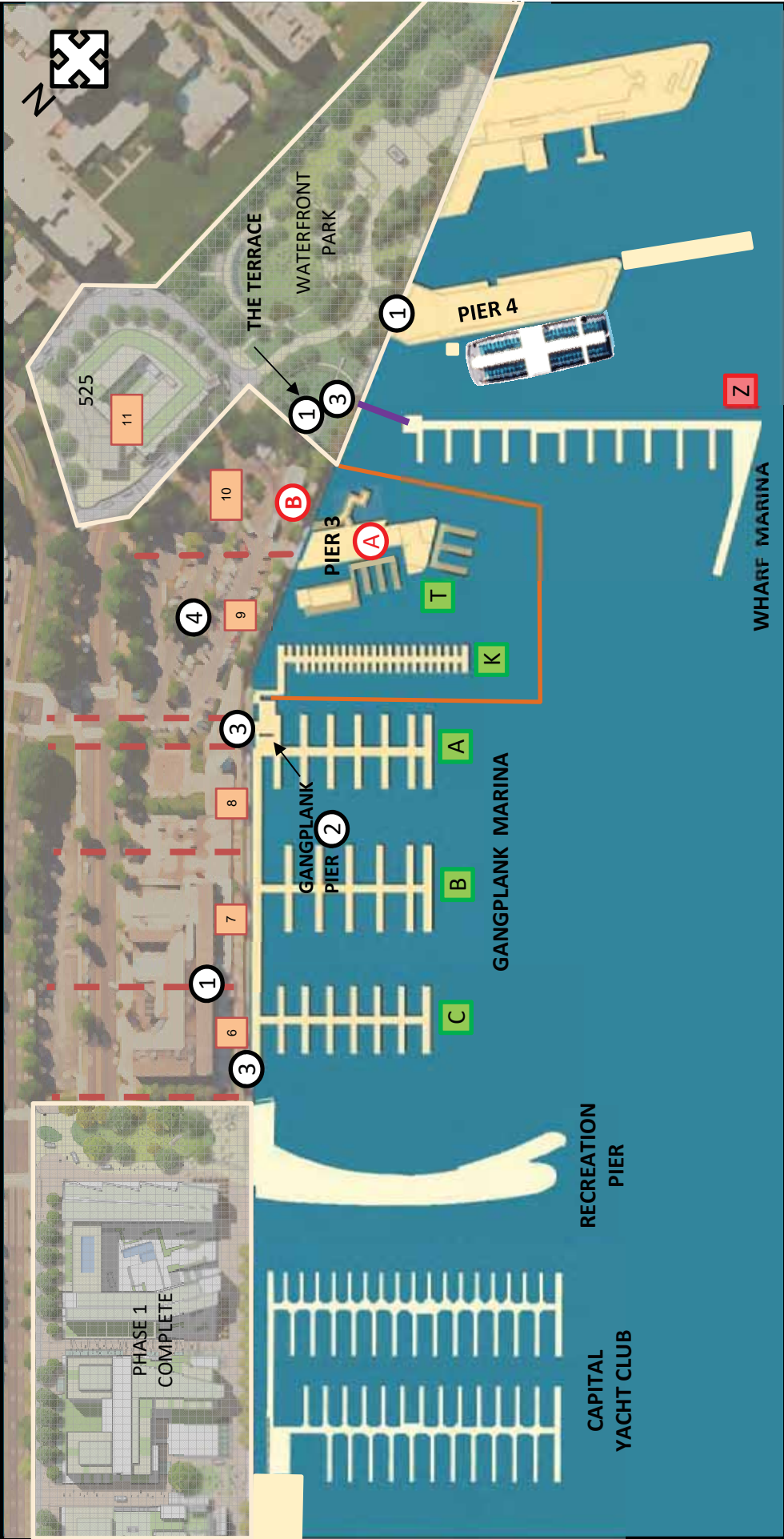
- GPM Pier (mail in surface lot)
- GPM Pier, Waterfront Park, Promenade
- Surface Lot

ACTIVITY:

- A. Relocate vessels from K & T Dock
- B. Relocate Marina Management office from Pier 3

PIER 3 DEMOLITION

MONTH 1 - 3



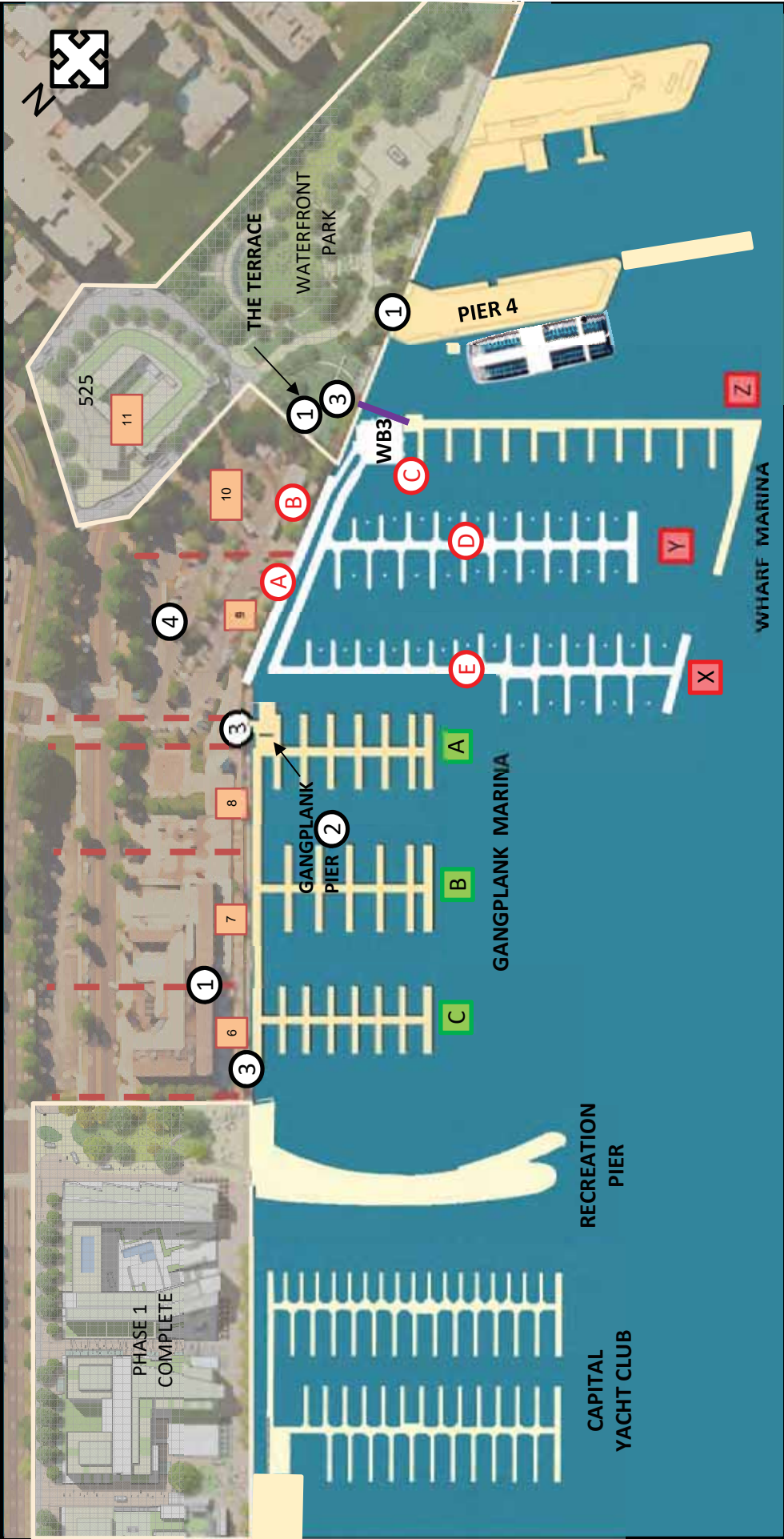
OPERATIONS

- 1. Management Office: The Terrace, Pier 4 or Channel Inn
- 2. Shower, Laundry, and Mail: GPM Pier (mail in surface lot)
- 3. Slip Access: GPM Pier, Waterfront Park, Promenade
- 4. Marina Parking: Surface Lot

ACTIVITY

- A. Demo Pier , K & T Docks.
- B. Construction Staging Area & Partial Closure of Surface Lot

WHARF MARINA EAST CONSTRUCTION



OPERATIONS

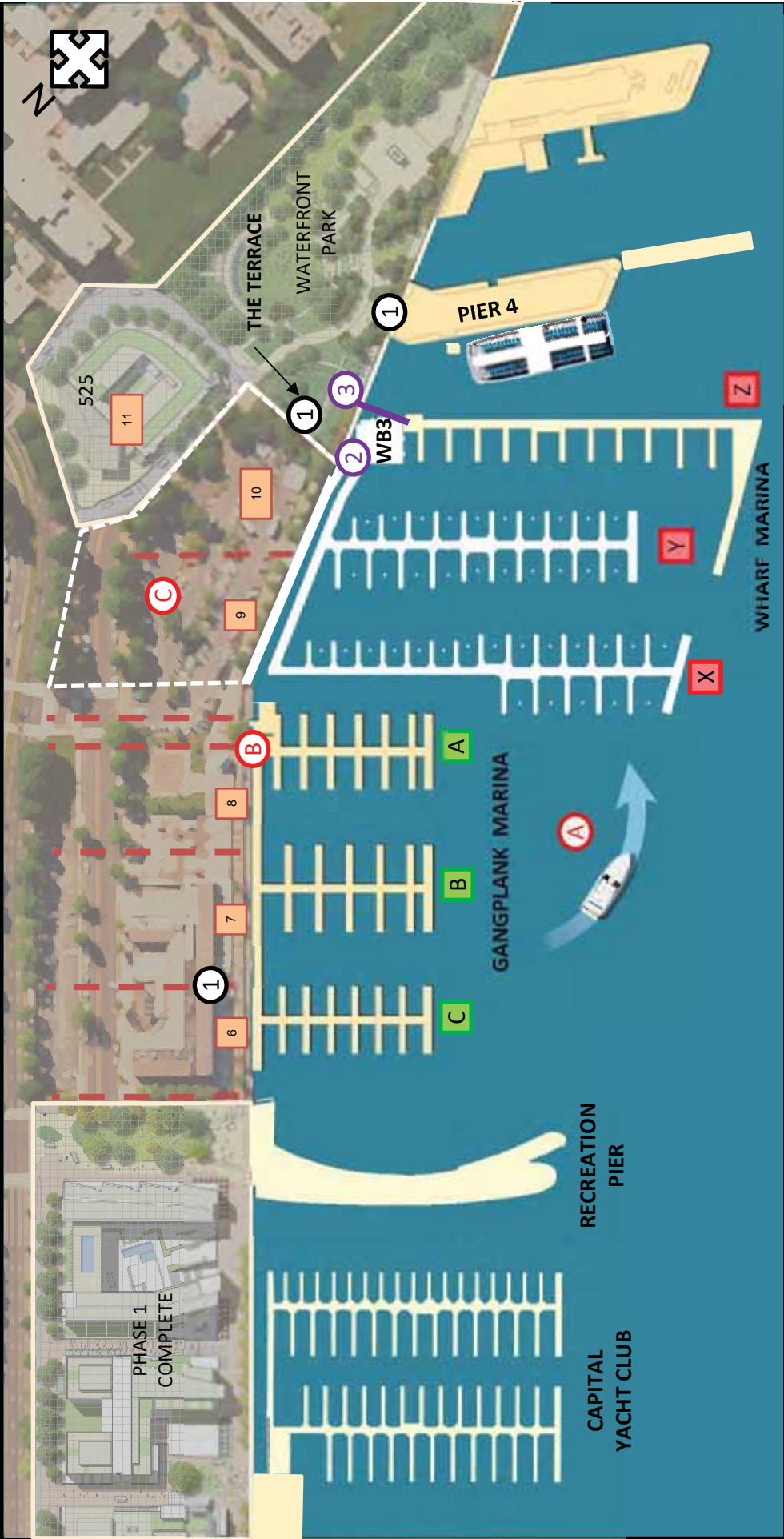
- 1. Management Office: The Terrace, Pier 4 or Channel Inn
- 2. Shower, Laundry, and Mail: GPM Pier (mail in surface lot)
- 3. Slip Access: GPM Pier, Waterfront Park, Promenade
- 4. Marina Parking: Surface Lot

ACTIVITY

- A. Phase 2 Bulkhead East Construction
- B. Construction Staging Area
- C. Deliver WB3 Float & Building
- D. Construct Y Dock
- E. Construct X Dock (Partial)

OPERATIONS & VESSEL RELOCATION

MONTH 11



OPERATIONS

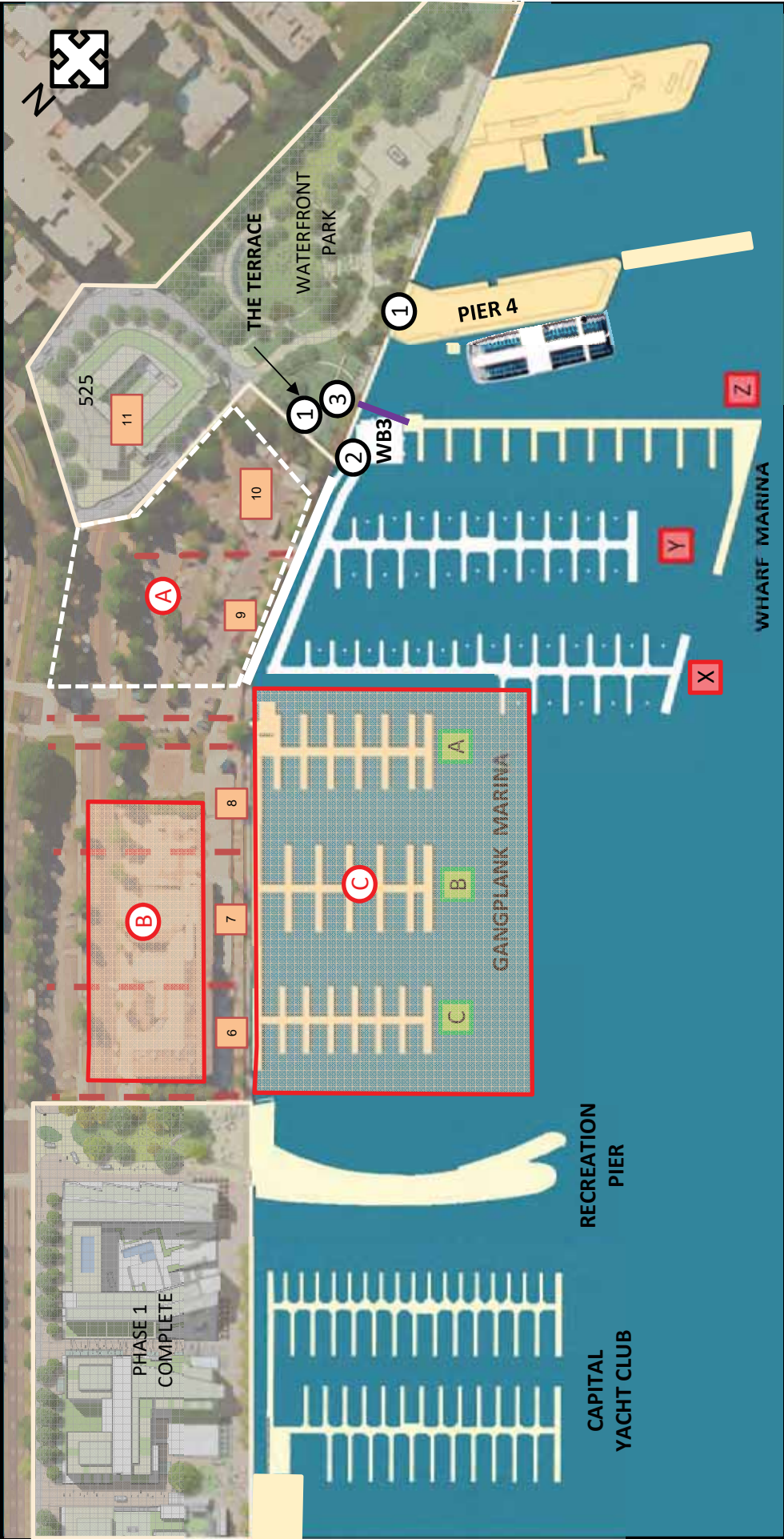
1. Management Office: The Terrace, Pier 4 or Channel Inn
2. Shower, Laundry, and Mail: WB3
3. Slip Access: Waterfront Park
4. Marina Parking: Offsite

ACTIVITY

- A. Relocate Vessels from A-C Docks to X, Y & Z Docks
- B. Relocate Boater Services to WB3
- C. Close Surface Lot, Begin P9 & P10 Site Work

GPM DEMOLITION

MONTH 11 - 40



ACTIVITY

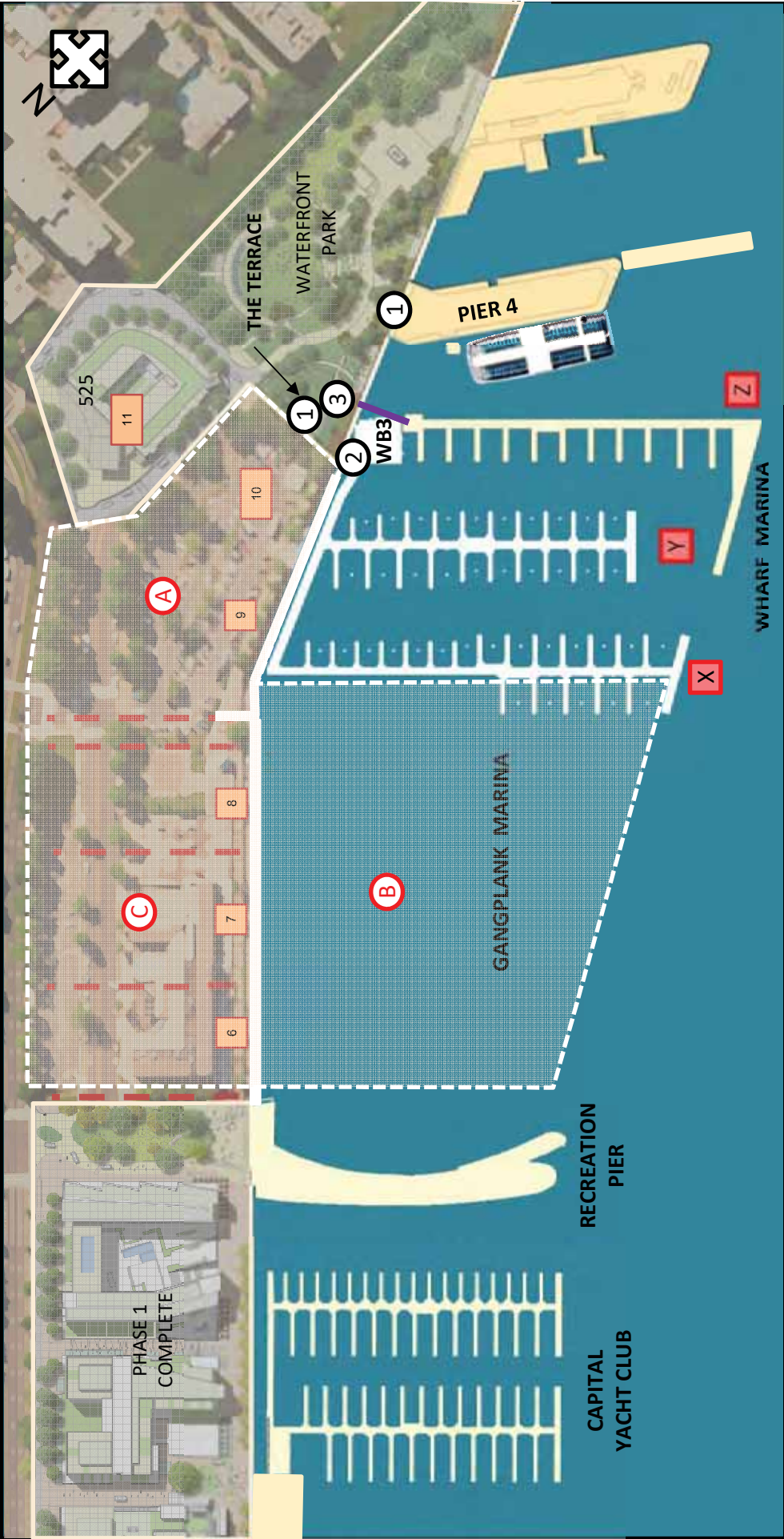
- A. Excavation of P9 & P10 Garage
- B. Site Prep and Excavation of P6 – P8 Garage
- C. Demolition of A-C Docks (Month 12)

OPERATIONS

- 1. Management Office: The Terrace, or Pier 4
- 2. Shower, Laundry, and Mail: WB3
- 3. Slip Access: Waterfront Park
- 4. Marina Parking: Offsite

PH 2 CONSTRUCTION

MONTH 11 - 40



OPERATIONS

- 1. Management Office: The Terrace, or Pier 4
- 2. Shower, Laundry, and Mail: WB3
- 3. Slip Access: Waterfront Park
- 4. Marina Parking: Offsite

ACTIVITY

- A. Construction of P9 & P10 Garage & Buildings
- B. Construction of West Wharf Marina
- C. Excavation/Construction of P6-P8 Garage & Buildings

P9 & P10 COMPLETION

MONTH 40



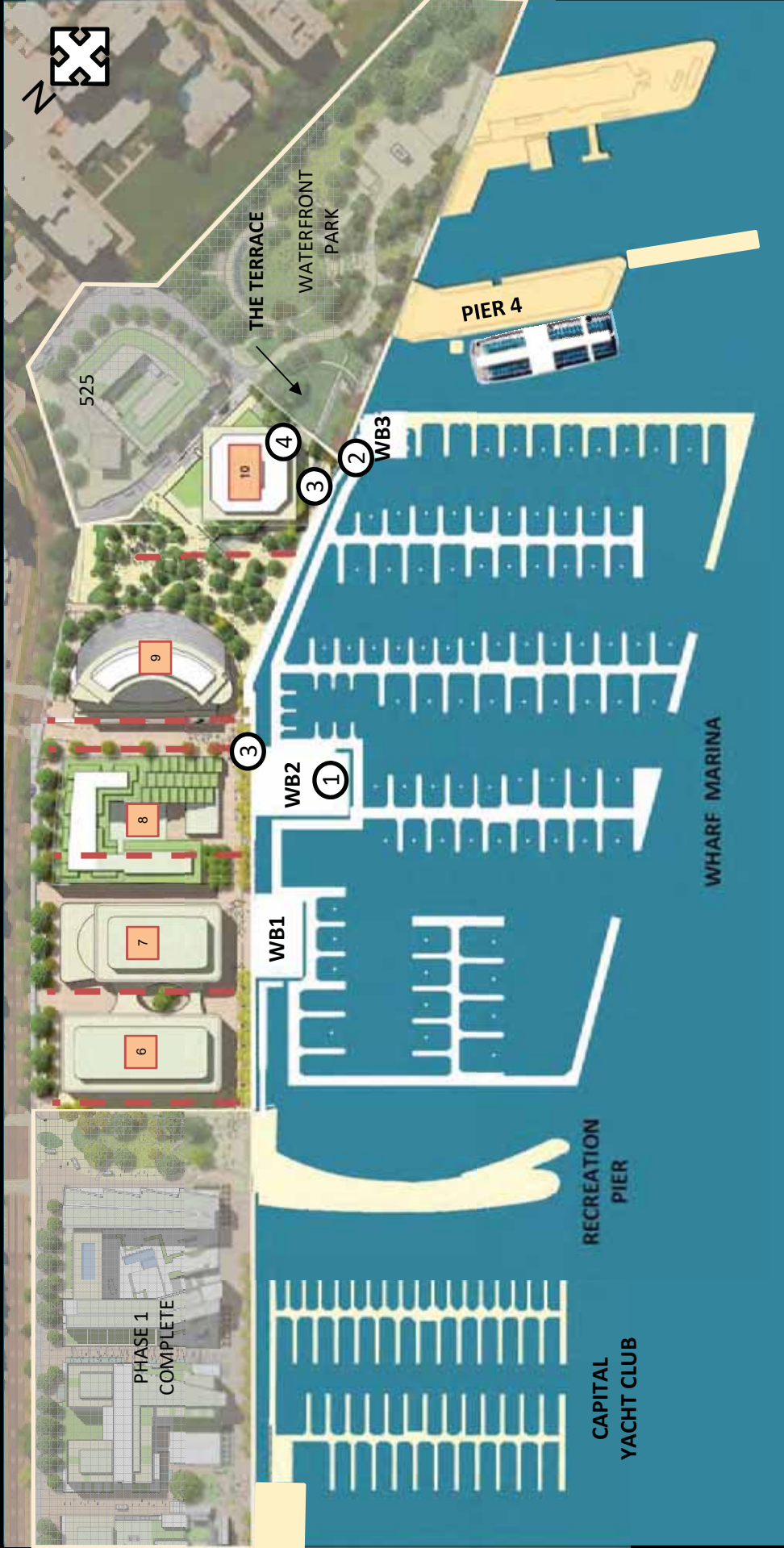
OPERATIONS

- 1. Management Office: WB2
- 2. Shower, Laundry, and Mail: WB3
- 3. Slip Access: Promenade, WB2
- 4. Marina Parking: Garage 3

ACTIVITY

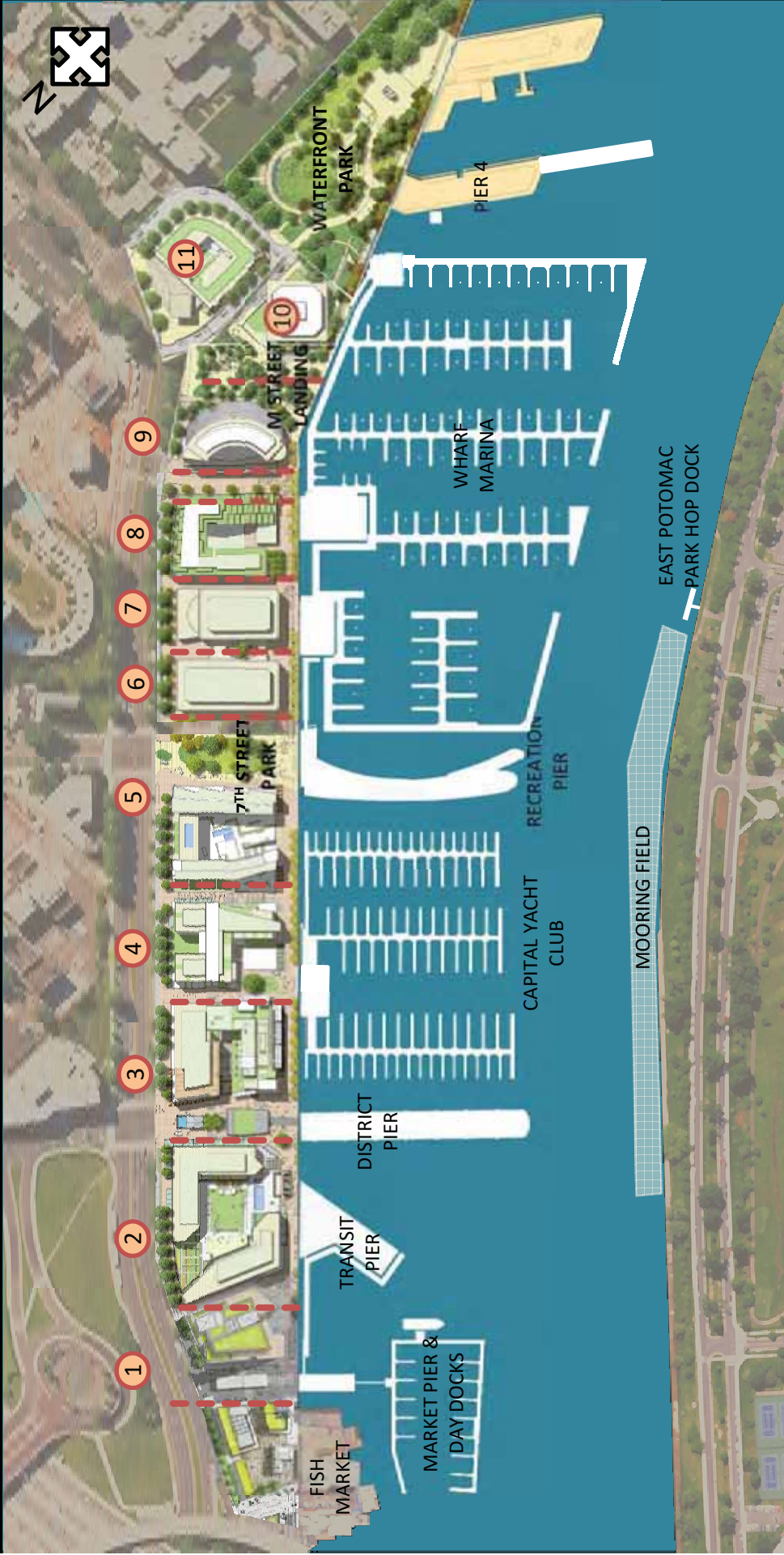
- A. Construction of P6-P8 & Buildings
- B. Construction of West Wharf Marina
- C. Construction of The Terrace

PHASE 2 LANDSIDE CONSTRUCTION



OPERATIONS

- 1. Management Office: WB2
- 2. Shower, Laundry, and Mail: WB3
- 3. Slip Access: Promenade, WB2
- 4. Marina Parking: Garage 3



WHARF FINAL PLAN



Attachment #3: Interim Parking Zone (inclusive of L'Enfant Plaza and Hyatt Place)
[Adjusted per GPSA request 2017.10.27]

**SLIP LICENSE AGREEMENT ("Agreement" or "SLA")**

1. **LICENSE.** Whenever the terms "Marina" or "Licensor" are used herein, unless the context requires otherwise, they refer to the Wharf Gangplank Marina Leaseholder LLC, its successors in interest, transferees or assigns, trading as The Gangplank Marina, and/or any marina management company contracted to operate/manage The Gangplank Marina. Whenever the terms "Boat Owner" or "Boat Owners" are used herein they refer collectively to the Boat Owner and Co-Owner identified on **Page 1**. Marina (also "Licensor") hereby grants a License to Boat Owner (also "Licensee") for the use of the slip designated at **Page 2 (Payment Schedule & Credit Card Processing Form)** (the "Slip"), which is hereby incorporated and made part of this Agreement, located at the Marina for the Boat described above, including all riggings, engines, appurtenances, and contents (the "Boat"). This Agreement is a license and, therefore, confers no leasehold or ownership interest of any kind in or to the Slip and/or the Marina or any of the docks, buildings, utilities or appurtenances within the Marina. Marina reserves the right to change the Slip assignment or move the Boat for safekeeping, normal Marina operations or repairs, best utilization of marina resources, or for special events.
2. (a) **TERM.** The term of this Agreement ("Term") shall be for Twelve (12) months beginning on the Commencement Date and ending on the Expiration Date, as indicated on the *Payment Schedule & Credit Card Processing Form* of this Agreement, unless otherwise modified in writing by the Parties. The Term shall not be extended or modified without the express written consent of the Licensor. The expectation is that the Licensee execute a current Slip License Agreement annually.
- (b) **HOLDING OVER.** If the Boat remains at the Slip following expiration of the Term or other termination of this Agreement, and without otherwise limiting the rights and remedies of the Marina hereunder, Boat Owner shall be deemed to be occupying the Slip for purposes of expected compliance with this Agreement, including all costs due hereunder. HOWEVER, the then current transient dockage fee shall apply and Boat Owner shall be responsible for and shall pay Marina upon written demand (i.e. are due upon receipt of invoice), the then applicable daily rate of transient dockage for each day the Boat continues to be moored at the Slip ("Hold-Over Fees"). Without limiting or waiving any of its other rights under this Agreement, Marina may also, at its sole discretion, terminate utility services or chain the Boat. Marina may also elect to remove the Boat from the Slip, at Boat Owner's expense, to any location selected by Marina. In the case of such removal, Marina shall bear no liability for any loss, damage or injury resulting from the removal. Marina shall have the right (but not the obligation) to deduct any Hold-Over Fees or other expenses incurred under this Section 2(b) including but not limited to legal fees from the Deposits hereinafter defined.
3. **PAYMENT OF DOCKAGE FEES AND OTHER CHARGES.** The Dockage Fee is indicated on *Payment Schedule & Credit Card Processing Form* of this License Agreement, and is **due and payable on or before the 1st of each month WITHOUT demand.** Dockage Fees not received by the due date will automatically be in default under this License Agreement. License Agreements in default are, without notice to Licensee, subject to Transient Rates (i.e. "Hold-Over Fees") from the date of default until such time as the default is cured and agreement terminated. No refund of prepaid Dockage Fees will be made. All charges must be paid in full before Boat Owner may remove the Boat from the Marina. All other charges (utilities, pump outs, etc.) will be billed monthly and are due upon receipt of invoice. Current charges not paid within ten (10) days from the date of invoice are deemed past due. Outstanding past due amounts including but not limited to Hold-Over Fees are subject to interest at a rate of 1½ % per month, compounded monthly, or the maximum allowable by law. Without limiting or waiving any of its other rights under this Agreement, if any Docking Fees or other charges (i.e. Hold-Over Fees) are outstanding for more than 10 days past due, Marina may also, at its sole discretion, terminate utility services or chain the Boat. Marina may also elect to exercise any of the rights and remedies set forth in Section 2(b) above and Marina shall bear no liability for any loss, damage or injury resulting from such exercise.
4. **SECURITY DEPOSITS.** Before the Boat may be docked at Marina, Boat Owners shall pay to Marina a security deposit to secure the performance of all of Boat Owner's obligations under this Agreement, which shall not be in lieu of or a credit towards any Dockage Fee. In addition, certain other deposits may be required as indicated on *Payment Schedule & Credit Card Processing Form*. All such deposits are referred to as the "Deposits." The Deposits (without interest) shall be refundable to Boat Owner within 30 days of expiration of the Term or termination of this Agreement, provided all the obligations of Boat Owner under this Agreement are satisfied. Marina may commingle the Deposits with other funds held by Marina. If Boat Owner incurs charges in excess of the Deposits, any excess is due and payable upon written demand by Marina and Marina will have the right to require an additional deposit. Boat Owner's failure to post an additional deposit is an event of default under this Agreement that entitles Marina to, among Marina's other rights and remedies, immediately terminate this Agreement.
5. **UTILITIES.** At Boat Owner's request, and subject to the payment of a utility deposit and payment of monthly utility charges, Marina shall make available during the Term, to Boat Owner at the Slip, electrical power, water and such other utility services then available at the Marina generally. The Slip will be metered for electricity and charges for electricity will be billed monthly. If payment for utility charges is not received by the Marina by the tenth (10th) of the month, a late payment charge will be added to Boat Owner's next monthly statement equal to 1½% of the unpaid utility bill. At the end of each 30 day billing period thereafter, an additional charge will be made equal to 1½% of any total amount that remains unpaid at that time. This late payment charge will fluctuate in accordance with the energy provider tariff. Marina will make personnel available to explain to Boat Owner how a statement was prepared and to verify meter accuracy. Boat Owner shall not inspect, remove or tamper with the electrical meter, wires, or related equipment. The Boat Owner may request a meter calibration by which the Marina staff will use a separately verified meter to confirm the validity of the meter at the slip. Any additional meter calibrations requested by the Boat Owner during a lease year will be at Boat Owner's expense, except where the meter is determined to have over-registered by more than 5%. In such case, the calibration will be at Marina's expense. Whenever a meter is found to have over-registered by more than 5%, Marina will credit Boat Owner's account for excess charges, if any, resulting from mis-calibration of the meter. Provided that the Boat Owner pays in advance any disputed amounts and remains current in its obligations, the Boat Owner may request and the Marina will promptly engage in binding arbitration to resolve disputes over electricity usage. The Marina office will provide the information on the particulars on how such arbitration is elected upon request by the Boat Owner. Marina does not warrant the availability of utility or any other third-party provided services, and shall not be responsible for any damage or injury due to the interruption or unavailability of any such services. Without limiting the foregoing, Boat Owner acknowledges that water service may be discontinued during inclement weather. In addition, Marina does not warrant that the utility services will be compatible with the utility service requirements of the Boat (including electrical interconnection requirements or the effect of electrolytic action).
6. **SECURITY SERVICE.** Boat Owner acknowledges that any security service provided by Marina is a courtesy only and that, while Marina will use commercially reasonable efforts to provide security service consistent with

other public marinas in the Washington, D.C. metropolitan area ("Metro Area"), Marina bears no liability or responsibility in the event of theft, damage, demolition, unauthorized use, injury and the like, of Boat Owner, Boat or Boat Owner's property.

7. **NO WARRANTIES.** Marina makes no warranties, express or implied, as to the condition of the Slip or the Marina (including floats, walkways, gangways, ramps, gear and related items) or the suitability of the Slip and the Marina for Boat Owner's intended purposes. Boat Owner acknowledges that Boat Owner has had an opportunity to inspect the Marina and the Slip prior to execution of this Agreement and agrees to accept the Marina and the Slip in their "AS-IS" current condition.

8. **USE OF SLIP.**

(a) **Authority.** Boat Owner may use the Slip only to moor the Boat, and for no other purpose. Marina has exclusive control over the use of the Slip and dock space and has the right to refuse to grant a License to any person for any lawful reason. If Boat Owner sells the Boat and wants to use the Slip for another boat, Boat Owner must first get permission from, and register the new boat with, the Marina. Boat Owner represents that Boat Owner has an ownership interest in the Boat and/or Boat Owner is fully authorized to bind all owners of the Boat to the terms and conditions of this Agreement. If an agent of Boat Owner, including a Captain, signs this Agreement, Boat Owner hereby represents and acknowledges that said person has authority to bind Boat Owner to this Agreement and ALL of its terms. If Boat Owner removes the Boat from the Marina for extended periods (more than five (5) days), for any reason, including repairs to the Boat, Boat Owner shall notify Marina of the anticipated removal and return dates. Marina may use the Slip when not in use by Boat Owner without reduction of the Dockage Fee, payment, or any other compensation to Boat Owner.

(b) **Care of Slip.** Boat Owner shall keep and maintain the Slip in a clean, safe and sanitary condition at all times, and in accordance with the Marina Rules. At the expiration of the Term or upon termination of this Agreement, Boat Owner shall surrender the Slip in good order, normal wear and tear resulting from ordinary use excepted. Boat Owner shall not alter the Slip, dock area or utilities services. Boat Owner shall not install or place any personal property, dinghies, small boats, equipment, boxes, or lockers of any type without the written permission of Marina.

9. **CONDUCT.** The conduct at the Marina of Boat Owner, any member of Boat Owner's family, and any of Boat Owner's employees, licensees, invitees, vendors, repairmen, deliverymen, cleaners, personal service providers, agents or guests and their employees or agents (collectively referred to as "Boat Owner's Agents") shall be the sole responsibility of Boat Owner.

Failure to immediately follow the instructions of the Marina on-site manager or security personnel (if any) related to fire, security or life safety procedures, or conduct by Boat Owner or Boat Owner's Agents that causes actual harm or injury (including theft) to any person, person's Boat or damages property within the Marina shall, at the option of Marina, be cause for immediate termination of this Agreement by Marina.

Conduct by Boat Owner or Boat Owner's Agents that materially disturbs other persons within the Marina, fails to respect the staff operating the Marina, or would reasonably be considered as harming the reputation of the Marina, will be the subject of one (1) warning after which if such conduct continues, will at the option of the Marina, be cause for immediate termination of this Agreement. For purposes of this Agreement, material disturbance will be presumed if (i) Marina shall require the assistance of the Metropolitan Police or other law enforcement agency to deal with Boat Owner or Boat Owner's Agents, (ii) Boat Owner or Boat Owner's Agents engage in the physical or verbal assault of another person or property or (iii) one or more Marina Licensees or guests files a written complaint with Marina concerning the actions of Boat Owner or Boat Owner's Agents and such material disturbance is subsequently verified by the Marina.

10. **BOAT OWNER'S RESPONSIBILITY FOR DAMAGE AND THE ENVIRONMENT.**

Boat Owner shall be responsible for and shall promptly, upon written demand, pay Marina for any damage caused to the Marina by Boat Owner, the Boat or Boat Owner's Agents. Marina has a NO DISCHARGE policy in effect. Boat Owner shall, in and around the Marina, comply with all laws, rules and regulations concerning the protection of the environment and pay Marina for any damage, expense or liability incurred by Marina due to Boat Owner's or Boat Owner's Agent's failure to comply with such laws and regulations or due to any pollution created by, caused by, or contributed to by Boat Owner. Boat Owner shall not release or permit to be released, by action or inaction, any hazardous waste or environmentally objectionable substances, including oil, gasoline, sewage, or ground food material ("Hazardous Substances") into the water or land of the Marina. The costs for which Boat Owner may be responsible include, but are not limited to, the costs of booms, absorbent pads, disposal of the Hazardous Substance, clean up oversight by governmental agencies and Marina personnel and any legal fees incurred in defense of or collection with respect to, any violations. Boat Owner shall be responsible for reporting and cleaning up any such release. Boat Owner shall report any release to the Marina manager and shall keep Marina informed on a daily basis of Boat Owner's actions with respect to any clean up. If Marina is not satisfied, in Marina's sole discretion, with Boat Owner's actions in reporting and cleaning up a release, Marina may take any action it deems appropriate regarding the release, at Boat Owner's expense. This provision is in addition to, and not in lieu of, the indemnity provision set forth in this Agreement. Marina reserves the right to immediately terminate this License Agreement for violation of this provision.

11. **EMERGENCIES, BAD WEATHER AND ACTS OF GOD.**

Marina expects Boat Owner to have made suitable arrangements for safe, sheltered anchorage during storms, high winds, high or low water, ice or snow conditions and other severe weather, and Boat Owner warrants such arrangements have or will be made. Boat Owner may not assume that the Marina will be safe, sheltered anchorage during storms. In the event of an impending storm or other emergency situation, Boat Owner authorizes Marina to do whatever Marina deems appropriate including moving the Boat at the Boat Owner's risk and expense to protect or preserve the Boat, Marina and/or Marina property. Boat Owner shall pay for all costs of such actions by Marina whether or not Marina's efforts are successful in protecting the Boat. If the Boat sinks while in the Marina, Boat Owner shall raise the Boat. If salvage is not begun within 24 hours after Boat Owner receives notice of the sinking, Marina may raise the Boat at Boat Owner's expense and dispose of it at Marina's discretion. Undertaking to move the Boat shall not be deemed an assumption of responsibility for the safety, security and care of the Boat by Marina, nor shall Marina be deemed a Bailee of the Boat Owner.

12. **LAWS, RULES AND REGULATIONS.**

Boat Owner shall comply with ALL Marina Rules, all applicable laws, ordinances, resolutions, rules and regulations of Federal, state and local entities including U.S. Coast Guard regulations. The Marina may change the Marina Rules by posting DRAFT rule changes on Marina community notice boards or on the Marina's website AND by notifying each Boat Owner at the physical or electronic address provided as part of their current Slipholder Leaseholder Agreement utilized by the Marina Management for invoicing and other community notices. Marina Rules changes shall be posted at least thirty (30) days in advance of the proposed change. Final rule changes will be posted fifteen (15) days in advance of effective date. The current Marina Rules are included at the end of this Agreement.

13. **ASSUMPTION OF RISK; DISCLAIMER OF LIABILITY; INDEMNITY.**

The Slip and the Marina are to be used at the sole risk of Boat Owner and Boat Owner hereby assumes such risk. Marina assumes no responsibility for, and shall not be liable for the care, protection and security of the Boat or any property of the Boat Owner and/or the Boat Owner's Agents. This Agreement does not create a contract of bailment. Boat Owner, for himself, and his Agents (as defined by this Agreement) hereby release Marina from any and all liability for loss, death, damage or injury (collectively "Injury") to any person or property arising out of or in connection with the condition or use of the Boat or the condition or use of

the Marina or its services, whether such injury is caused by or through the acts or omissions of the Marina or by any other cause whatsoever, including but not limited to, fire, theft, weather conditions, etc., except for injuries due to Marina's gross negligence or willful misconduct. Boat Owner shall indemnify and hold harmless the Marina from any claims, suits, actions, damages, liability or expense (including attorneys' fees) in connection with any Injury (unless due to the willful misconduct or gross negligence of Marina) or arising from Boat Owner's breach of this Agreement. Marina is not to be considered as an insurer of Boat Owner's property and Boat Owner should secure, at a minimum, the insurance required by this Agreement. Boat Owner is advised to remove all items not permanently attached to the Boat while the Boat is in the Marina. Under no circumstances shall the Marina be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence) with respect to Boat Owner's use of the Marina. Boat Owner and Boat Owner's insurers agree to waive any right to petition for exoneration from or limitation of liability under the laws of the United States in the event the Boat is involved in any casualty resulting in personal injury, death or property damage while docked at the Marina or in connection with this Agreement.

14. **REDEVELOPMENT.** Notwithstanding anything contained in the Slip License Agreement to the contrary, the Marina may at any time elect to alter, rehabilitate, renovate, redevelop or otherwise improve all or any portion of the Marina, the floating stock, slips, piers, gangways, the property, or the land adjacent thereto, so long as such construction does not substantially and unreasonably interfere with the Boat Owner's access to and use of the slip. Without limiting the generality of the foregoing, Boat Owner acknowledges that the Marina and/or the Marina's owner may undertake major redevelopment of the property. In connection with any such work, the Marina, the Marina's owner, or their agents may erect scaffoldings or sidewalk bridges, or demolish and/or construct a new bulkhead; and existing appurtenances may be permanently blocked. Boat Owner agrees not to interfere with such work, and that the performance of such work shall not constitute an actual or constructive breach of this License Agreement, in whole or in part, and slip fees shall not abate while such work is being undertaken, nor shall Boat Owner have any claims against the Marina or its owner by reason of such work.

15. **BOAT OWNER SERVICE PROVIDER.** For the safety of all concerned, prior to entry into the Marina, all subcontractors or service providers shall be required to identify which Boat Owner has authorized their entry into the Marina, present current identification (i.e. drivers' license) and sign-in at the Marina office. With the exception of emergencies, the Boat Owner will provide a minimum of 24 hour notice to the Marina and confirm authorization, of any subcontractor or service provider that is not being met by or accompanied by a Boat Owner.

Whether accompanied entry or not, the Boat Owner is responsible for any subcontractor or service provider entering the Marina and such Boat Owner hereby agrees to indemnify, defend, and hold harmless the licensor and its respective, officers, directors, employees, property managers, agents, Insurers and their respective affiliates, from and against any loss, expense, liability, damage, claim (including reasonable attorneys' fees and court costs) made or brought for personal injury or property damage that arises out of the entry by such subcontractor or service provider; provided, however, that such indemnity will not apply in the event of the Marina's negligence or willful misconduct. Marina shall have the right to deny entry to any subcontractor or service provider that fails to comply with the guidelines or directions of the Marina hereunder and with respect to unaccompanied entry, where the Boat Owner has failed to provide reasonable advance notification.

With respect to each class of subcontractors or service providers, marina may require the boat owner to sign an assumption of liability for any adverse impacts on the marina, and the following additional regulations shall apply:

(a) Packages at Marina Offices - Marina shall not be responsible for any deliveries or packages left at the Marina office or at the Marina generally,

unless the Boat Owner receiving such package or delivery has made arrangements with the Marina office in advance.

(b) Personal Services- For reoccurring and short duration/temporary entry into the Marina for personal services such as interior cleaning services labor (exclude vessel detailing), dog walker, tutors, babysitter, house sitter, physical therapy, personal training or massage therapy. Personal Service providers, will be permitted on an accompanied or unaccompanied basis provided the procedures outlined above are followed and a schedule is on file. The Marina will not provide a gate card to use for Personal Service providers visits.

(c) Delivery Services-short duration/temporary entry into the Marina for delivery services such as Fed Express, UPS, recognized delivery services for packages, overnight mail, food delivery, other types of non-marine specific delivery, non-marine bulk delivery with in-kind replacement requiring no installation or marine services. Delivery Service providers, will be permitted on an accompanied or unaccompanied basis provided the procedures outlined above are followed. The Marina will not provide a gate card to use for Delivery Service providers visits.

(d) Non-Marine Services- short duration/temporary entry into the Marina for industrial cleaning services and vessel detailing (cleaning agents provided by service provider), minor repair or non-marine specific installation services. Non-Marine Service providers will be permitted on an accompanied or unaccompanied basis provided the procedures outlined above are followed. Prior to entry into the Marina any accompanied or unaccompanied Non-Marine Service provider will be required to provide the information requested above and will be required to provide evidence of current appropriate insurance certificates naming the Marina as an additional insured. The Marina will not provide a gate card to use for Non-Marine Services.

(e) Marine Service Providers - with respect to any and all marine equipment repairs or permanent improvements/modifications to the exterior, hull or operating systems of a vessel, Marine Service will be permitted on an accompanied or unaccompanied basis provided the procedures outlined above are followed and will be required to provide insurance naming Marina as additional insured substantially in compliance with the terms set forth herein with limits of not less than \$1,000,000 per occurrence of Marina Operators Legal Liability, \$2,000,000 in aggregate of General Liability, appropriate Workers Compensation coverage, appropriate pollution and chemical spill coverage, shall register at the Marina office prior to beginning work, and shall comply with all laws.

16. **DEFAULT; REMEDIES.**

(a) Events of Default: The Boat Owner shall be in default of this Agreement if:

- (1) the Boat Owner fails to comply with ANY TERM OR CONDITION SPECIFIED BY THIS AGREEMENT;
- (2) the Boat Owner fails to comply with ANY TERM OR CONDITION SPECIFIED BY THE MARINA RULES (or Addendum) ATTACHED HERETO;
- (3) the Boat Owner fails to make timely payment of dockage fees and other charges and payments as specified by this Agreement including but not limited to Dockage Fees and Hold-Over Fees;
- (4) the Boat Owner fails to make timely payments for any other services provided by the Marina to the Boat or Boat Owner under this Agreement;
- (5) the Boat Owner removes the Boat from the Marina for more than five (5) consecutive days without prior notice to and consent of, the Marina;

- (6) the Boat Owner does not keep any and all information on file with the Marina current including but not limited to insurance certificates;
- (7) the Boat Owner declares bankruptcy or is forced into bankruptcy by his creditors; OR
- (8) the Boat Owner does any other act that this Agreement states is an act of breach or default.
- (b) **Marina Remedies:** If the Boat Owner is in breach or default of this Agreement for more than ten (10) days after Marina has given written notice, except Dockage Fees and Hold-Over Fees which are due without demand, of the default to Boat Owner, Marina may exercise any and all remedies available hereunder or at law, both in rem and personal, under both state and Federal law, including but not limited to the following:
- (1) Marina may, by notice to Boat Owner, terminate this Agreement. Upon termination, Boat Owner shall pay all sums due Marina and remove the Boat from the Marina. Should Boat Owner fail to immediately pay all sums due and remove the Boat from the Marina as required, then the Boat shall be conclusively deemed abandoned, Marina shall be deemed an involuntary depository, and Boat Owner shall incur a per diem moorage fee at the applicable daily rate for transient dockage as set forth in Section 2(b) above.
 - (2) Marina may, by notice to Boat Owner, terminate or reduce utility service or suspend the right of Boat Owner to use the Slip and the Boat without the necessity of legal proceedings.
 - (3) Marina may take title and sell the Boat under District of Columbia law under its right of repossession as listed herein.
 - (4) Marina may foreclose its maritime lien for necessities under its federal law rights as listed herein.
 - (5) Marina may exercise any and all set-off rights as listed herein.
 - (6) Marina may begin collection proceedings against Boat Owner with all collection costs, fees, and reasonable attorneys' fees to be paid by the Boat Owner.
17. **AGREEMENT CHANGES / SLIP FEES.** Marina may change the fees or change the other provisions of the Agreement as part of the SLA issuance or renewal process by written notice to Boat Owner given at least thirty (30) days before the change is effective.
- Marina may change the fees or change the other provisions of the Agreement as part of a published redevelopment plan per Section 14 of this Agreement by written notice to Boat Owner given at least ninety (90) days before the change is effective.
18. **RIGHT OF REPOSSESSION.** In the event of any default by Boat Owner under this Agreement that continues for more than thirty (30) days after written notification by Marina to Boat Owner of the default, Boat Owner hereby grants Marina a security interest in the Boat as defined below. If Boat Owner removes the Boat before any default is cured or outstanding charges have been paid, without the written consent or requested removal by the Marina, Boat Owner hereby grants Marina an irrevocable license to enter upon the Boat wherever it may be found, to disable it or do anything necessary to transport or remove the Boat back to the Marina or a safe port or harbor at the Marina's sole discretion, or keep the Boat where it is so that it may not be moved further. Boat Owner agrees that Marina or its agents may do so by any means available to the Marina or its designated agent at Boat Owner's expense, so long as it can be done without injury to the Boat. Marina acknowledges that it shall be liable to Boat Owner in the event the Boat is damaged or injured during such disabling or removal and such damages shall be limited to the actual costs of repairs.
19. **NOTICES; ADDRESSES; SERVICE OF PROCESS.** All written notices (including service of process) sent or requested by Marina or its agents to Boat Owner shall be sent by regular mail to the address listed by Boat Owner in this Agreement or as updated in Marina's files. For purposes of legal notification and service of process, delivery by hand or U.S. Mail of any written communication or service of process to the Boat Owner's last known address shall be deemed actual notification under this Agreement and in compliance with all state and federal rules. If Boat Owner fails or refuses to accept any such written notifications or service of process, such refusal shall be deemed an event of default under this Agreement. Under such circumstances, Boat Owner hereby agrees and acknowledges that service of process shall be effected upon him by hand delivering such written notice (or service of process) to the Boat Owner or Boat, wherever either may be found, and whether accepted or not. Boat Owner is responsible for informing Marina of Boat Owner's most current address and phone number. Within ten (10) days following the date of any change in Boat Owner's business or residence address or telephone number, Boat Owner shall provide Marina, in writing, notification of the new address or telephone number. If Boat Owner changes Boat Owner's address or telephone number without providing the new address and telephone number to Marina, written communications shall be delivered to the last known address of Boat Owner, as stated in Marina's records.
20. **LIENS.**
- (a) OWNER HEREBY GRANTS TO MARINA A LIEN ON THE VESSEL AND A SECURITY INTEREST THEREIN TO SECURE THE PAYMENT OF ANY AND ALL FEES, CHARGES OR OTHER SUMS DUE HEREUNDER AND FOR ANY OTHER SERVICES OR MATERIALS RENDERED OR SUPPLIED TO OWNER BY OR ON BEHALF OF MARINA.
 - (b) The lien shall be both a common-law lien for storage and a maritime lien for necessities, which shall be in addition to any state or federal maritime lien, or other remedy otherwise available to Marina hereunder in law or equity. It is specifically agreed that all service, storage, materials, and the like which are provided to the Boat or Boat Owner under this Agreement by or on behalf of the Marina, are provided to the Boat at the request of the Boat Owner on the credit of the Boat. It is understood between the Parties that the Marina is relying primarily on the credit of the Boat for the enforcement of its claim for fees, charges, and invoices for all necessities provided under this Agreement. The Parties further agree that all services provided by the Marina pursuant to this Agreement shall be deemed "necessaries" pursuant to 46 U.S.C. sec. 31342(a), as amended from time to time.
 - (c) In any action, in rem or in personam, by Marina to enforce a lien of whatever nature, any bond posted pursuant to law releasing the Boat to the Owner, shall include an amount sufficient to cover Marina's full debt or amount in controversy plus reasonable attorney's fees, costs of bringing suit, the U.S. Marshal and custodia legis fees and claimed interest. Further, Marina may have the amount of any bond posted increased to ensure the posted bond covers all amounts claimed.
 - (d) Without limitation on any of Marina's rights under state or federal law, in the event Marina proceeds against the Boat under Federal Admiralty procedures and Supplemental Admiralty Rules, in rem, Owner agrees to use Marina as the substitute custodian for the Boat in place of the U.S. Marshal.
21. **COLLECTION COSTS/ATTORNEYS' FEES.** In the event Boat Owner defaults under this Agreement, Marina shall be entitled to recover any costs incurred, including reasonable attorneys' fees as incurred or 20% of the outstanding amount owed, (whichever is greater), in enforcing or protecting its rights, pursuant to a lien or otherwise, whether or not suit is filed. Such amounts shall be included in the amount of any lien for storage and/or necessities which Marina may have against the Boat Owner.
22. **SET-OFF RIGHTS OF MARINA.** In the event of any default by Boat Owner under this Agreement, in addition to all other rights specified hereunder, the Parties agree that Marina shall further have the right to:

- (a) terminate or decrease any electricity provided to the Boat;
- (b) terminate or decrease any and all services being provided to the Boat;
- (c) set-off any debt by disabling access to the Boat or any property rented to Boat Owner by Marina, including dock-boxes.

23. **CUMULATIVE REMEDIES; NO WAIVER.** Marina's rights and remedies hereunder are cumulative in nature, and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available in law. No waiver or forbearance of a breach of this Agreement shall be construed as a waiver or forbearance of any other subsequent breach, and the acceptance of any performance hereunder, or the payment of any amounts after the same has become due or at a time when any other default exists shall not constitute a waiver of the right to demand payment of all other amounts owed or a waiver of any other default then or thereafter existing.

24. **TRANSFERS AND ASSIGNMENTS.** This Agreement is personal to the Boat Owners identified on Page 1 above, and may not be transferred, assigned, or sublet by Boat Owners to any third party. Any attempt by Boat Owners to assign, transfer or sublet this Agreement or any portion of it to a third party shall constitute a default under this Agreement, and shall entitle the Marina to all remedies of default pursuant to this Agreement, including, but not limited to immediate termination of this Agreement subject to attached Liveboard Addendum if applicable. This Agreement is binding upon the Boat Owners, their heirs, personal representatives, executors and successors in interest. The Marina shall have the right, but not the obligation, at any time, and for any duration, to assign or transfer its interest in this Agreement, and/or the right to trade as "The Gangplank Marina", to a third party approved by the Marina, including, but not limited to purchaser(s) or developer(s) of the marina property and premises. In the event of any such assignment, Boat Owners shall be notified by the Marina in writing, in accordance with Section 19 above, at least ten (10) days prior to the effective date of such assignment, and all duties and obligations of Boat Owners hereunder shall be transferred to said assignee that shall be substituted as the "Marina" or "Licensor" herein.

This Agreement and Boat Owner's rights hereunder are the personal privilege of Boat Owner and are not assignable and may not be sublet. Any attempt to assign or sublet is a default under this Agreement, and entitles Marina to all remedies of default pursuant to this Agreement, including immediate termination of this Agreement. This Agreement shall be binding on Boat Owner and his heirs and successors in interest.

25. **JOINT AND SEVERAL LIABILITY.** If more than one person executes this Agreement as Boat Owner, their obligations are joint and several, and any act or signature of, or notice or refund to any one or more of them with respect to this Agreement shall be fully binding upon each of them.

26. **ENTIRE AGREEMENT.** This Agreement is the entire agreement between the parties and supersedes all prior agreements. No modification or amendments to this Agreement are valid unless in writing and signed by both parties.

27. **SEVERABILITY.** In the event that any provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, this shall not affect any other provisions and this Agreement shall be construed as if such provision had never been contained in this Agreement.

28. **CHOICE OF LAW.** This Agreement shall be governed by the laws of, and subject to the jurisdiction of the District of Columbia, and the federal laws and jurisdiction of the United States.

29. **CANCELLATION.** Notwithstanding any other provision of this agreement, Marina may, in its reasonable discretion, cancel this agreement at any time. For clarity, the Marina is deemed reasonable if cancellation is necessary to protect interests of the Marina or community and by providing to Boat Owner written notice of cancellation sixty (60) days in advance. Likewise, Boat Owner may cancel this agreement by providing to Marina written notice of cancellation and Boat Owner's intent to leave marina sixty (60) days in advance. In either event, any Dockage Fees paid in advance shall be refunded on a prorated basis.

"MARINA"

BY: _____ (signature)
 NAME: _____
 TITLE: _____
 DATE: _____

"BOAT OWNER" AND "BOAT"

BY: _____ (signature)
 PRINTED NAME: _____
 DATE: _____



MARINA RULES

The following Marina Rules have been adopted in order to provide a safe and inviting Marina for our patrons. These Rules, which are also posted in the Marina and on the Marina's website, are expressly made part of the License Agreement ("License"). Boat Owner, any member of his family, any of his employees, invitees, vendors, repairmen, deliverymen, cleaners, personal service providers, licensees, agents, guests and their employees or agents (hereinafter individually referred to as "Boat Owner's Agent") expressly agree to comply with each and every Rule at all times. Boat Owner's Agents shall be the sole responsibility of Boat Owner. Subject to the terms specified in Article 12 of the SLA, the Marina shall have the right from time to time to change or add Rules for the safety, care and cleanliness of the Marina or for the preservation of good order. Boat Owner agrees to comply, and to cause Boat Owner's Agent to comply, with all Marina Rules.

1. Any boat that enters the Marina immediately comes under the jurisdiction of the Dock Master and Management of the Marina. Accordingly, Slipholder must follow the instructions of such Dock Master or Management for the safety and wellbeing of all persons and boats using the Marina. No Slipholder shall direct, supervise, or in any other manner, attempt to assert control over any employee of the Marina.
 2. The Rules of the Road and navigation laws of the United States apply to all boats in, approaching or leaving the Marina.
 3. All Licenses are contingent upon examination and approval, by the Dock Master, of the boat to be berthed in the Marina. Boats not in good condition will not be admitted to the Marina. Failure to maintain the boat in good condition shall, after 10 days written notice, be cause for removal of the boat from the Marina. An inspection or Marina survey, which will be not more than six (6) months old, may be required before admitting the boat. The Marina reserves the right to verify any Boat where a Slipholder or his agent has made a written or oral representation that systems onboard meet USCG, ABYC (or similar standards) or marina requirements in connection with a certificate of good standing to be issued. Additionally, the Slipholder shall permit a physical inspection of any vessel that is the subject of a proposed liveaboard transfer.
 4. Should Slipholder's boat sink in the marina, Slipholder agrees to remove the boat within 24 hours of its sinking. Marina may move or have the vessel removed at the Slipholder's cost. Any vessel experiencing more than normal leakage must be repaired or removed from the Marina. Slipholders are responsible for pumping out their vessels as necessary. However, should an emergency develop whereby the Marina uses its equipment and/or manpower to pump out a vessel, a charge will be assessed. In the event an emergency or unsafe condition is observed during the Slipholder's absence, such as the breakdown of a bilge pump, leaks, bad lines, or other cause, the Marina Management is authorized to make necessary repairs that will then be charged to the Slipholder. Nothing herein gives rise to any cause of action, claim, or other right for failure of the Marina and its employees and agents from taking any action under this paragraph or for any right, cause, or claim arising from the method of action taken by the Marina, its employees or agents.
 5. Marina assumes no responsibility for improperly moored boats or improperly tied lines. Slipholders shall properly moor and secure their vessel at all times so that no damage occurs to other boats or the Marina property. The Marina reserves the right to replace defective lines or correct defective mooring when necessary and to charge the Slipholder for the cost of such replacement or correction.
 6. SEVERE WEATHER – Slipholder shall be responsible for properly securing vessel in the event of severe weather so that no damage occurs to other boats in the Marina. If, in the sole opinion of Marina Management, Slipholder has not taken necessary and appropriate precautions, Marina personnel may, but shall not be obligated to, appropriately secure vessel or prepare vessel for foul weather at the cost and expense of Slipholder. Slipholder shall be responsible for all damages to other boats and to the Marina for failure to appropriately secure vessel. In the event of hurricanes or other major storms, Marina reserves the right to request the Slipholder remove boat from the Marina to safe anchorage. Slipholder shall be responsible for any losses, damages, or expenses incurred by Marina as a result of Slipholder's failure to comply with any such request.
 7. Boats with swim platforms, outboard motors, rudders, kayaks, dinghies, or any other similar objects must not extend into the fairway. Any overage from the slip length will result in billing for the overall length utilized or reassignment to a larger slip at the applicable rate for such larger slip. All additional boats and crafts, including, but not limited to runabouts, rowboats, dinghies, kayaks, and life rafts, must be placed within the confines of the slip, on davits or physically upon the Slipholder's vessel so as not to extend beyond vessel length. If such craft is not capable of being stowed within the confines of the slip, a separate slip fee may be charged by the Marina.
 8. No Wake Allowed!! Boat Owner and Boat are responsible for damages caused by Boat's wake.
 9. Subject to the closure of the existing marina surface parking lot due to redevelopment activities at which point the following will no longer apply; ONE parking permit per slip will be issued, expressly for the use of the Boat Owner, while the Owner is at the Marina. Possession of a valid parking permit DOES NOT guarantee a parking space. A valid monthly permit must be displayed on the rear view mirror at all times. Any vehicle NOT displaying a CURRENT permit, or parking anywhere other than in a designated parking space may be towed at the Owner's sole risk and expense. Vehicles must be registered at the Dock Office. The Marina DOES NOT warrant the availability of parking. The Marina disclaims responsibility for vehicles parked on Gangplank property, including damage to, theft of or theft from vehicles. Permits will NOT be issued to delinquent accounts. Parking permits are NOT transferable. Boat Owner's guests are expected to park on the street. Long term storage of vehicles is prohibited and subject to being towed at Owner's sole risk and expense. Any vehicle that appears to be inoperable or creating an unsafe or hazardous condition (i.e. leaking fluids) may be towed at the Owner's sole risk and expense. Vehicles, in this case, mean private passenger types.
- Commercial vehicles that are part of a fleet owned by a Slipholder will not be allowed to be parked, stored or allowed into the marina for any reason other than to unload and then to be removed. This also applies to daily parking permits which will not be issued to commercial vehicles belonging to Slipholders. Commercial delivery vehicles do not require parking permits. Vendors' and contractors' vehicles will be allowed only for as long as their business purpose requires but in no cases will be allowed to remain overnight. All trailers are prohibited from entering the parking lot. Undertaking to move a vehicle shall not be deemed an assumption of responsibility for the safety, security and care of the vehicle by Marina, nor shall Marina be deemed a Bailee of the owner of the vehicle.
10. Walkways shall be kept clear at all times. Supplies, equipment, dinghies, accessories or debris shall not be left on walkways or finger piers. Boarding steps and ladders are subject to approval by the Marina. Water supply

hoses of unattended vessel(s) shall be disconnected at the dock and stowed appropriately at the dock pedestal or aboard the vessel.

11. "For Sale" signs must be approved by the Marina.
12. Advertising or soliciting shall not be permitted in the Marina unless authorized, in writing, by the management.
13. There shall be no commercial activities conducted in the Marina without prior written consent from the management. Commercial activities include, but are not limited to, rental or leasing of boats, chartering of boats, use of the Marina address, and use of a number or a telephone or facsimile on a boat in any advertising, brochure, letterhead, business card, or other commercial document. Any questions should be directed to the Dock Master.
14. Laundry shall not be hung on boats or docks.
15. Absolutely no outside charcoal or gas cooking, or open fireplaces, are permitted in the Marina. There will be absolutely no fireworks of any kind used or stored in the Marina.
16. Boat Owners and Boat Owner's Agents are prohibited from dumping the following items; furniture, or hazardous materials (including but not limited to paints, chemicals, solvents, circuit boards, florescent bulbs, batteries) in the Marina. Used oil must be disposed of in accordance with the Marina's DDOE/EPA permit. Placing used oil in any recycle area without prior notification to the Marina is a violation of that permit and of this Rule. Boat Owners and Boat Owner's Agents must comply with the Marina's approved DPW recycle plan. Marina recycling plan shall be posted in the lounge or marina website. No cardboard may be placed in the Marina's trash dumpster.
 - (a) Violations of this rule will result in the Marina's imposing a \$300.00 fine (in addition to any civil or criminal fine imposed by the agency having jurisdiction, and any costs incurred by the Marina due to Owner's actions or negligence) and may result in the responsible individual being suspended from marina property. If such responsible individual is a Boat Owner or Boat Owner's Agent, it shall be considered a default of the License.
17. Household trash and garbage must be placed in **sealed plastic bags** and disposed of in the trash bins located on the main walkway. Under no circumstances may trash be put in paper bags or cardboard boxes, or placed on the dock. Glass, aluminum tins and plastic must be separated, and placed in the provided recycling containers. Cardboard boxes must be flattened and placed with trash. Any construction debris, old furniture, or other bulky items must be removed from the Marina and Parking Lot by Boat Owner.
18. The Federal Water Pollution Control Act forbids the discharge of oil or oil waste into or upon navigable waters of the United States if such causes a film or sheen upon or discoloring of the surface of the water, or causes a sludge or emulsion beneath the surface of the water. Violators are subject to a fine of \$5,000.00 dollars. Ask the Dock Master for assistance prior to disposal of paint and other chemicals. There shall be no discharges of refuse, sewage or other liquids that are in violation of the Clean Water Act / Federal Water Pollution Control Act (33 U.S.C. §1251 and , 33 U.S.C. § 407), The Act to Prevent Pollution from Ships (33 U.S.C. §§1905-1915)), Clean Marina Standards as promulgated by the National Park Service ("Clean Marina Standards") and marine pollution regulations within 33 CFR 151-159 or any other Federal, State, or District regulations that have been or will be incorporated into law that effect the navigable waterway within the Marina.
19. All connections made by the Boat Owner to electrical receptacles shall be approved by the Dock Master. Under no circumstances may a Boat Owner or Boat Owner's Agent plug into any other slip outlet, even with the permission of the occupant of that slip. If there is an emergency, notify the Dock Master. Under no circumstances will anyone plug into any Marina plug, light or appliance.
20. Loud noises such as hailers, loud music, or unnecessarily loud rewing of engines will not be permitted. Dock parties must conclude by 11:00 p.m. Sunday-Thursday, and by 12:00 midnight Friday and Saturday. There shall be no excessive noise, vibration, pollution or other similar unreasonable disturbance of any type, permitted by a Boat Owner so as to constitute a nuisance to other Slipholders (or persons outside the Marina).
21. Boat Owner should not hold the gate open for anyone to enter unless the person is known to belong in the Marina, and has his/her own gate key.
22. Pets, when on Marina property, MUST be controlled and accompanied by the Slipholder at all times. Pets must be on a leash or in or on the Slipholder's vessel at all times. Pets are not to be chained or tied to any common area, dock, or pier unattended by the Slipholder. If a pet soils Marina property, the owner must clean it up immediately. Slipholder shall promptly reimburse Marina for the cost of cleaning or repairing any damage to Marina property caused by such pets. The owner of each pet shall ensure that his pet does not interfere with the rights, comforts, or convenience of other Slipholders or Marina guests.
23. Marine Service Providers. Prior to entry into the Marina any Service Provider will be required to provide evidence of current appropriate insurance certificates naming the Marina as an additional insured. The insurance requirements for Marine Service Providers are set forth in Section 15 of the License and shall be complied with at all times. With respect to any and all Marine Service Providers the following conditions apply:
 - (a) Power tools must be of the "dustless" variety or have vacuum assists. They may be used only during the following times: Monday through Friday 7:30 am to 6:00 pm and Saturday & Sunday 11:00 am to 5:00 pm.
 - (b) Precautions shall be taken in order to prevent contamination of the Channel or of other boats. The failure to prevent any material from entering the water will result in a "Stop Work Order" and no further work on the vessel will be permitted in the Marina. Furthermore, repairs that may damage the docks are not allowed. Boat Owner is liable for any damage to Marina property which occurs as a result of such repairs.
 - (c) At the end of the day, all tools, lumber, supplies, etc. shall be neatly stored upon the vessel. Work areas shall be covered with tarps, in order to maintain a neat appearance. Under no circumstances shall items be left on docks or finger piers (see Rule 11).
 - (d) Any debris that results from repairs (containers, wood, residue, etc.) shall be removed from the Marina property by the Boat Owner or Marine Service Provider. All waste materials shall be cleared daily after work on a Boat. Boat Owners shall be responsible for the proper disposal of trash or waste resulting from any cleaning or maintenance activity in accordance with the Clean Marina Standards and all Applicable Laws. The Marina reserves the right to charge the Boat Owner for the removal or disposal of any debris left on Marina grounds.
 - (e) A Boat Owner may undertake minor boat projects as needed to maintain their vessels' safety, appearance and utility, provided they are otherwise conducted in accordance with this Section. Material new marine specific work or substantial exterior work that is customarily performed by a licensed Marine Service Provider or is estimated to cost more than twenty percent (20%) of the Boat's estimated value, may be performed by the Boat Owner after review and reasonable approval of the Marina. Otherwise, such work must be performed by a licensed, bonded and insured contractor for such work. No major painting jobs customarily performed by third party contractors (as opposed to routine maintenance painting and varnishing by a Boat Owner) is permitted in the Marina.
 - (f) Any Boat Owner or Boat Owner's Agent performing Marine specific repairs, modifications or alterations will be required to demonstrate to Marina upon request, the appropriate insurance certificates and

perform all such work in accordance with the Clean Marina Standards, American Boat and Yacht Council and the United States Coast Guard standards. .

- (g) For the safety of all concerned, based on the nature and extent of the work being performed (or as requested or required by the Marina's insurer), the Marina may supplement or modify this list of conditions and upon notification per SLA Section 17, the Boat Owner and Boat Owner's Agent shall promptly comply with such conditions as modified.

24. As a boater, it will be your responsibility to notify the Marina Administrative Office, in writing, of any changes to your boater status, i.e.; Liveaboard status, contact information or departure date.
25. Live-Aboard Resident: Boat Owners that have "Liveaboard Slipholder status" shall be considered to include the Boat Owner together with the Boat Owners' family members or significant other co-habiting persons residing with the Boat Owner on the liveaboard vessel. All people co-habiting on a vessel shall register with the Marina. The maximum number of adults allowed to live aboard a vessel is two (2) per stateroom. Subject to authorization and registration, additional gate cards up to the maximum two (2) per stateroom may be purchased from the Marina. Boat Owner will be responsible to report any lost gate cards to the Marina.

Entry to the Marina by an unaccompanied Guest of a Liveaboard Slipholder / Boat Owner will require pre-authorization by the Boat Owner and registration with the Marina.

An unaccompanied short-term guest expected to spend multiple consecutive days on the Boat Owner's vessel may be provided a gate card at the Boat Owner's request to use for the duration of the visit up to a maximum of two (2) weeks at which time the gate card will be required to be returned to the Marina. The maximum number of unaccompanied short-term guests is calculated using the standard two (2) adults per stateroom.

An unaccompanied long-term guest expected to spend multiple consecutive months on the Boat Owner's vessel (i.e. internship, Boat Owner hardship case) may be provided a gate card at the Boat Owner's request to use for the duration of the visit up to a maximum of three (3) months at which time the gate card will be required to be returned to the Marina. Unaccompanied long-term guest requests are subject to authorization and registration as noted and may be extended upon reasonable request of the Boat Owner to the Marina.

Regardless of length of stay, the Boat Owner may not receive any compensation from the Guest for staying on the vessel in any form and the Guest will be required to certify to that effect at registration with the Marina. Whether accompanied entry or not, the Boat Owner is responsible for any occupant of a liveaboard vessel and such Boat Owner hereby agrees to indemnify, defend, and hold harmless the Licensor and its respective, officers, directors, employees, property managers, agents, insurers and their respective affiliates, from and against any loss, expense, liability, damage, claim (including reasonable attorneys' fees and court costs) made or brought for personal injury or property damage that arises out of the occupancy of a liveaboard vessel in the Marina.

Marina shall have the right to deny entry to any occupant that fails to comply with the guidelines or directions of the Marina hereunder and with respect to unaccompanied entry, where the Boat Owner has failed to provide reasonable advance notification. All Liveaboard Slipholders are required to execute a current Liveaboard Addendum in order to have liveaboard Slipholder status as a Boat Owner which Addendum shall be attached to and made a part of the License Agreement.

26. No vessel shall be permitted entry to the Marina that is unable to supply its electrical needs from shore power, wind power, solar power, or batteries. Any vessel entering the Marina with fuel burning electrical generating equipment (hereinafter "auxiliary power") shall be equipped with a non-resettable hour meter; and the auxiliary power system shall be maintained in accordance with the recommendations of the equipment

manufacturer or to industry standards for similar models if manufacturer specifications are unavailable.

Non-Commercial Vessels

- (a) Non-commercial vessels are prohibited from operating auxiliary power for more than five hours during any slip license year (April 1st through March 31st of the succeeding calendar year) while moored at the Marina, and are prohibited from running auxiliary power systems during any Code Orange, Code Red or Code Purple Air Quality Action Days as established by the Greater Washington Metropolitan Council of Governments. All non-commercial vessels shall maintain and, upon request from the Dock Master, will submit a log demonstrating the vessel's compliance with this subsection. The failure to produce either an operational log or evidence of the auxiliary power's maintenance shall be presumptive evidence of non-compliance with this Rule.
- (b) Notwithstanding subsection 30(a), a vessel in the marina may operate auxiliary power for more than five hours during a slip license year provided:
- i. The Dock Master determines that an emergency condition exists onboard the vessel that represents an imminent threat to life, property, or the environment, and the Licensee takes immediate action to restore shore power or other non-fuel based electrical generating capacity to mitigate the danger. In no event shall the Dock Master permit a vessel to operate auxiliary power for more than four consecutive days.
 - ii. During a significant disruption of the electrical grid and/or marina shore power transmission system such as a natural disaster or "blackout."

Commercial and Foreign Flagged Vessels

- (a) No commercial vessel shall operate auxiliary power for more than thirty minutes prior to embarkation or for more than thirty minutes after disembarkation.
- (b) All commercial vessels in the Marina are precluded from performing maintenance upon their auxiliary power systems where maintenance requires the running of the equipment during any day designated as Code Red or Code Purple Air Quality Action Days as established by the Greater Washington Metropolitan Council of Governments.
- (c) Nothing in this Rule shall preclude a captain of a commercial vessel confronted with an emergency (severe weather conditions, onboard fire, taking on water, food safety) from running auxiliary power to mitigate the threat to life, the vessel, or the environment.
- (d) Nothing in this rule shall preclude a commercial vessel from operating auxiliary power during a significant disruption of the electrical grid and/or marina shore power transmission system such as a natural disaster or "blackout."
- (e) Foreign flag vessels, including foreign flagged men-of-war and foreign flagged naval training vessels, are exempt from this Rule provided the home nation is a member of the International Marine Organization and has formally adopted Annex VI to the International Convention on the Prevention of Pollution from Ships.

27. On days designated by the Metropolitan Washington Council of Governments as Code Orange, Code Red or Code Purple, the use of small gasoline engines (e.g., power washers, garden tools, etc.) and the use of aerosol spray cans shall be prohibited. Nothing in this rule shall prohibit the use of four cycle outboard engines on vessels.

28. All vessels with inboard propulsion systems and/or auxiliary power shall place oil absorbent materials commonly known as "diapers" or "sweeps" in their bilge compartments or immediately underneath the oil pan of each engine and auxiliary generator and shall replace these items when they become saturated with oil and shall dispose of the contaminated items as directed by the Dock Master.

29. Wooden Vessels: **No wooden vessel** shall be offered a Slip License Agreement other than those already under a Slip License Agreement as of November 26, 2010.

THESE RULES CONSTITUTE A PART OF THE **SLIP LICENSE AGREEMENT** AND THEY WILL BE ENFORCED.

Slip holder's Initials _____

Date _____



December __, 2017

Chairman Anthony Hood
District of Columbia Zoning Commission
441 4th Street NW, Suite 2106
Washington, DC 20001

VIA E-MAIL: zsubmissions@dc.gov

RE: GPSA Letter in Support of Application for a First-Stage Planned Unit Development Modification and Second-Stage Planned Unit Development Southwest Waterfront – Phase 2

Dear Chairman Hood and Members of Commission:

On behalf of the Gangplank Slipholders Association (GPSA), I am writing in support of the Application of the First-Stage Planned Unit Development Modification and Second-Stage Planned Unit Development, Southwest Waterfront – Phase 2 (Case Number: 11-03J) proposed by Wharf Phase 3 REIT Leaseholder LLC.

Based on numerous discussions with the Applicant, and a negotiated Letter of Agreement between GPSA and Wharf Gangplank Marina Leaseholder LLC (WGML) covering the future status, condition and sustainability of the Liveboard community at Gangplank, we are excited about this proposed redevelopment and believe that it will be a great enhancement to Southwest DC.

WGML has made an extraordinary effort to work with us and has proposed a substantial improvement in the livability of our community. Importantly, the Gangplank Liveboards are the only residents of Southwest that will literally be in the middle of Phase II construction. WGML has agreed to several measures and approaches intended to reduce any adverse impacts and will work with GPSA on an on-going basis to ensure Gangplank remains a vibrant community now and in the future.

Based on the information that has been provided and the commitments that have been made, the membership of the Gangplank Slipholders Association are in full support of this application as discussed during a general membership vote held on December __, 2017.

We feel that the accommodations that WGML has made to the marina plan and the terms of the Letter Agreement will appropriately address the concerns raised by GPSA and the Zoning

Commission regarding the long-term sustainability of the Liveaboard community and the request to provide accommodations for those with proven financial need. We appreciate that in order to provide these additional financial subsidies and accommodations that WGML was required to make adjustments to the physical plan and facilities available to the Liveaboard community. GPSA supports these adjustments and urges the Zoning Commission to approve PUD 11-03J with these modifications to the marina plans including adjustments to waterbuilding designs.

Thank you for the opportunity to provide this letter of support and we look forward to continued participation in this exciting project.

Sincerely,

Gary R. Blumenthal
President
Gangplank Slipholders Association

CC: Mr. Andy Litsky, Chairman, ANC-6D
Mr. Jon McAvoy, Vice President & Director of Finance, PN Hoffman & Associates
Mr. Matthew Steenhoek, Vice President, PN Hoffman & Associates

Attachment #6

