

Gangplank Slipholders Association

97. GPSA testified as a party in opposition to the Parcel 2 PUD. GPSA's concerns were focused on the status of the live-aboard community and mechanisms to assure its protection. GPSA requested a mechanism for transferring live-aboard status that protects the slipholders' investment in their vessels and encourages continued investment and upkeep during construction; a transition plan that covers not only boat movements but livability and affordability; recognition that preservation of the "unique live-aboard community" as recognized by the Commission during the Stage 1 PUD requires special attention to lighting, noise, visual privacy, and other project elements that would directly affect the slipholders' quality of life during and after construction; protections against delays in construction, interruption of services, increases in fees and changes in marina slipholder requirements. GPSA submitted for the record a proposed outline of minimum transition plan elements that it would like to see implemented.
98. GPSA also expressed specific concerns about the landside facilities essential to its successful function, such as marina security, access control, shipping and receiving rooms, restrooms, maintenance, and laundry facilities.
99. The Gangplank Marina will not be redesigned or developed as part of this Stage 2 PUD. However, portions of the existing Gangplank Marina will be removed to allow construction of the Phase 1 waterside plan. Prior to commencement of construction of the Phase 1 marina, existing live-aboard slipholders will be relocated to the existing docks within the Gangplank Marina.
100. The District of Columbia owns the Gangplank Marina and the slipholders hold licenses, which must be renewed annually, to occupy the slips with their boats. By letter dated March 1, 2012, the slipholders were forwarded their license agreements for renewal for the period April 1, 2012 through March 31, 2013. The letter advised the slipholders of the transition plans and notified them that beginning on January 1, 2013, the Applicant would have the right, in its sole discretion, to cancel the license agreement pursuant to Paragraph 30 therein in anticipation of or connection with the commencement of Phase 1 of the project. (Ex. 122.)
101. The Commission is left, then, to balance (i) the clear rights of the Applicant to cancel the slipholders license in order to proceed with development against (ii) the Stage 1 PUD requirement to provide for a live-aboard community during construction with approximately 94 boat slips, with provisions for reasonable continuity of services, utilities, and amenities during construction for the existing live-aboard slipholders.



102. The Applicant presented a detailed transition diagram at the July 12, 2012 hearing, which was also submitted in the drawings to the record. Additionally, the record also reflects a detailed written transition plan dated July 27, 2012, prepared by the Applicant that was submitted to the ANC to help inform the ANC in its own deliberations on the project. (Ex. 171AA). The plan provides for 94 live-aboard slips and for the reasonable continuation of services, utilities, and amenities during construction.
103. This plan was formally accepted by GPSA through an agreement with the Applicant, a copy of which was submitted to the record. (Ex. 235C.) The Commission is satisfied that the transition plan meets the requirements of the Stage 1 PUD. (Ex. 171AA.) The Commission notes that the Applicant represented at the July 31, 2012, hearing night that it had reached an accord with GPSA and there was no testimony to contradict that statement.

U.S. Army Corps of Engineers

104. In order to pursue development of the waterside elements of the PUD, the Applicant is required to obtain a permit from the U.S. Army Corps of Engineers ("USACE"), which has jurisdiction over the navigable waters of the United States. USACE provided the permit on July 31, 2012, and a copy was submitted to the record. (Ex. 184.) The permit authorizes the construction of the waterside development, including the Market Pier and Docks, the Transit Pier, the District Pier, the 7th Street Pier, the Gangplank Marina, the Capital Yacht Club marina, the bulkhead Pier 3, Pier 4, and the mooring field. The permit allows the development of the areas to the limit of the federal navigational channel, consistent with the dimensions of the improvements shown on the drawings submitted to the PUD record.
105. There was considerable testimony in opposition to the waterside development and, in particular, the deauthorization of the navigable channel and related navigational and anchoring issues. Several individuals testified that the proposed dock and pier extension would impede boat traffic and reduce the opportunities to anchor in the Washington Channel. Many witnesses were concerned that waterside improvements had expanded since the Stage 1 PUD approval. The Commission notes that presently, the ability to anchor in the Washington Channel is under the jurisdiction of the Harbormaster and will remain so in the future.
106. Based on the Applicant's testimony and the drawings in the record, however, the fixed docks and piers have actually been reduced from the approved Stage 1 PUD by approximately 23%. This is a result of the elimination of the commercial pier and the residential building on Pier 4. Additionally, the docks and fixed obstructions in the channel have been pulled back between 40 feet and 75 feet



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VIA PDF

September 17, 2012

Gangplank Slipholders Association
600 Water Street, S.W.
NBU 5-3
Washington, D.C.
Attn: Jason Kopp, President

Re: The Gangplank Marina Redevelopment ("Marina") part of the Overall Southwest Waterfront Project being developed by Hoffman-Struever Waterfront in Washington, D.C. ("Project")

Dear Jason:

Hoffman-Struever Waterfront, LLC ("HSW") and in conjunction with the District of Columbia as the current owner of the Marina ("District"), is pleased to submit this letter of agreement ("Letter") to the Gangplank Liveboard slipholders ("GPSA") in connection with the discussions related to the transition plans for the Marina and the future disposition of the liveboard vessels. HSW, District and GPSA are hereinafter sometimes referred to collectively as the "Parties".

Consistent with the Land Disposition Agreement between HSW and the District and as confirmed in the submissions to the Zoning Commission, HSW is fully committed to maintaining a vibrant liveboard community at the Marina. Attached as Attachment 1, is a list of the current existing liveboards in good standing under current Slip License Agreements with the Marina ("Existing Liveboards"). HSW is further committed to carrying out a transition plan that allows the Existing Liveboards to remain in the marina during the construction of "Phase 1" of the Project with assurance that existing services and amenities will be provided and that the Existing Liveboards will have access to their vessels during the construction and development of Phase 1 of the Project.

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. The Stage 2 PUD application pending final order encompasses the portion of the Project site described in the application and generally referred to as Parcels 2, 3, 4, and 11, the Capital Yacht Club, and the public open spaces known as the Wharf, the Transit Pier, the District Pier, the Yacht Club Piazza, the Mews, Jazz Alley, 7th Street Park and Waterfront Park, as well as the garage for and temporary uses on Parcel 1 (collectively "Phase 1"). The above-ground portion of Parcel 1 of the Project approved through the Stage 1 PUD application and final order in Z.C. Case No. 11-03 will be the subject of a subsequent Stage 2 Planned Unit Development application similar to Phase 1 (collectively, "Phase 2"). The balance of the Project approved through the Stage 1 PUD application and final order in Z.C. Case No.

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11-03 will be the subject of a further subsequent Stage 2 Planned Unit Development application similar to Phases 1 and 2 (collectively, "Phase 3").

This Letter is the result of meetings over the past several years and in particular of the more than ten meetings in 2012. The terms of this Letter are the culmination of these many meetings and in depth discussions and negotiations between HSW, District and GPSA in connection with the following matters:

Transition Plan. The waterside transition plan prepared by Moffatt & Nichol is attached hereto as Attachment 2 and addresses specifically the concerns raised by GPSA related to the perceived impacts created during construction and through completion of Phase 1 ("Transition Plan"). The Gangplank Marina redesign and development is not part of Phase 1 and as noted above, Phase 1 is primarily focused between 7th Street SW and the Fish Market. There are however elements of the Phase 1 plan which necessitate portions of the Gangplank Marina being impacted during the construction of Phase 1 as more fully described in the Transition Plan. As described in the Transition Plan, portions of the existing Gangplank Marina Docks F, G, H and I will be removed, and Docks E, K and T may be reconfigured. Prior to commencement of construction of Phase 1, the existing liveboard slipholders will be relocated as shown on the Transition Plan to the remaining docks within the Gangplank Marina. The relocation will occur primarily within Docks A, B, C, and D but in all events consistent with the Transition Plan such that within the footprint of the remaining marina docks there is space for each of the Existing Liveboards (as defined below). The Transition Plan has been reviewed and approved by the Parties. HSW will not materially amend or modify the Transition Plan without the approval of the GPSA which approval will not be unreasonably withheld, conditioned or delayed. The Transition Plan covers the time period through completion of Phase 1. As currently envisioned, the redesign and redevelopment of the Gangplank Marina is part of "Phase 3" of the Project. Accordingly, HSW will develop and provide through consultation with GPSA, a transition plan as part of the subsequent Stage 2 Planned Unit Development for this later phase to address similar concerns of GPSA described in the Transition Plan related to the perceived construction and disruption impacts created during construction and through completion of the Gangplank Marina as part of Phase 3 of the Project. There are not anticipated to be any construction and disruption impacts created during construction and through completion of Phase 2 of the Project. If perceived construction and disruption impacts exist related to Phase 2, then in that event, HSW will develop and provide through consultation with GPSA, a transition plan as part of the subsequent Stage 2 Planned Unit Development for Phase 2 to address similar concerns of GPSA described in the Transition Plan.

Slip License Agreement. The current 2012 form of the Slip License Agreement and related Marina Rules and Regulations is attached hereto as Attachment 3 ("SLA"). The SLA has been reviewed and approved by the Parties. District will not materially amend or modify the SLA without the approval of the HSW which approval will not be unreasonably withheld, conditioned or delayed.

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Disposition Plan. As discussed, the principles guiding a mutually acceptable disposition plan for the Existing Liveboard vessels is that the plan is required to be 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:

- Pending Transactions. District will or has approved the 3-5 pending transactions (i.e. under or completed contract transactions) which are identified on and a part of Attachment 1, after receipt of confirmation that (a) seller is in good standing under the terms of the SLA (i.e. no breach or default under the SLA), (b) vessel is in good standing (i.e. complies with laws and the marina rules and regulations, marine sanitation, safety and environmental compliance), (c) buyer has executed and delivered a current annual SLA and completed the applicable marina management application forms.
- With the incorporation of the 3-5 pending transactions noted above, the “Existing Liveboards” is defined as only those persons listed on Attachment 1 (and which term shall include a buyer that purchases a liveboard vessel from one of the Existing Liveboards under the terms hereof). Attachment 1 is created to establish the current 94 liveboards and clarify the extent of pending transactions. For illustration purposes, the persons receiving the benefits of this agreement in terms of the Transition Plan and Disposition Plan are the Existing Liveboards as well as a buyer that purchases a liveboard vessel from one of the Existing Liveboards under the terms hereof. A person joining the marina other than through the purchase of a liveboard vessel from one of the Existing Liveboards (or successor as noted) is not intended to be covered under the Transition Plan and Disposition Plan outlined herein. Accordingly, while the number of 94 liveboards does not change, the individuals who own the boats may change from time to time as noted herein.
- HSW will promptly prepare and circulate to the District and GPSA a proposed Addendum to the current 2012 form SLA that will address the current and future Liveboard status and waiting list process described below as well as attach the Transition Plan. District and GPSA will have the right to review and approve the Addendum and provided that the proposed addendum is in substantial accordance with the terms herein, District and GPSA will not unreasonably withhold, condition or delay such approval; provided, however, that unless modified by HSW from Attachment 2, the Transition Plan will not be subject to further review

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or approval. The Liveaboard Addendum will be made a part of the renewal process in April 2013. The Existing Liveboards will have the right to choose either the 2013 SLA form or the 2013 SLA form with Addendum. Any Existing Liveaboard that does not timely execute the 2013 SLA form with Addendum shall not receive the benefit of the disposition provisions set out in the Addendum.

- The Addendum shall provide that until such time as a Liveaboard waiting list is opened after the LDA closing with the master developer (HSW), if one of the Existing Liveaboard owners elect to leave the marina and sell their vessel, the marina management company on behalf of the District (or after the LDA closes on behalf of HSW) will allow the buyer to obtain liveaboard status with the sale 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 liveaboard status.
 - 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 of at least \$10,000 (2012 dollars), buyer will be required to post a deposit/bond/letter of credit in the amount of \$100/FT (\$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 liveaboard status by marina management 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

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- including but not limited to the final contract of sale, bill of sale, and a customary marine and value survey.
- Buyer of a liveaboard vessel via the processes outlined (prior to and after the establishment of a liveaboard waiting list) will be covered by this Letter (i.e. a new buyer of a liveaboard vessel would also be able to utilize the process outlined if they follow the liveaboard disposition plan when selling, and so on and so forth until a slipholder removes the boat from the marina without selling it, abandons the vessel or otherwise is in breach or default of the then-current SLA).
 - The Addendum shall provide that when the liveaboard waiting list is created, each applicant will get notice that there is a liveaboard disposition process in place at the marina for the “Existing Liveaboard”. Each applicant will provide, and the marina management company will have reviewed and reasonably approved, such application forms, credit or other information as is reasonably and customarily requested of slipholders for liveaboard status by marina management companies (to be reconfirmed at the time liveaboard status to such applicant is available). Each applicant shall post a deposit at the time of application. The liveaboard waiting list will not limit the number of applicants provided that such applicants satisfy the application process as noted.
 - The Addendum shall provide that when the liveaboard waiting list is created and an owner of one of the existing 94 vessels as may be replaced from time to time by the Existing Liveaboard (“Offeror”) decides to leave the marina and sell a liveaboard vessel, the Offeror will provide to the marina management company a copy of the relevant information related to the sale.
 - The Addendum shall provide that if the proposed sale of the vessel is to an applicant in good standing on the liveaboard waiting list who desires to be a liveaboard at the marina, the marina management company on behalf of the owner of the marina will allow the buyer (“Offerree”) to obtain liveaboard status and come off the waiting list with the sale of the vessel and execution of a current SLA provided that:

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- Vessel is in good standing (i.e. complies with laws and the marina rules and regulations, marine sanitation, safety and environmental compliance).
- Offerror is in good standing under the terms of the SLA (i.e. no breach or default under the SLA).
- Offerror provides to the marina management office prior to consummation of the sale:
 - Certification that Offerror has (i) acted in good faith with respect to the disposition process, (ii) responded promptly and accurately to requests for information from any applicants on the waiting list requesting information related to the sale including meeting with such applicants as reasonably required, and (iii) sold the vessel to the highest numbered applicant on the waiting list submitting the best offer in the Offerror's reasonable best judgment.
 - True, correct and complete copy of each offer and the final offer and a copy of the final contract for sale.
- Offeree is in good standing on the Liveaboard waiting list.
- Offeree provides to the marina management office prior to consummation of the sale:
 - Executed current annual SLA with addendum for liveaboard status.
 - 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 of at least \$10,000 (2012 Dollars), buyer will be required to post a deposit/bond/letter of credit in the amount of \$100/FT to cover any costs of the marina owner associated with the commercial cost to dispose/salvage the vessel.
 - Certification that Offerree has (i) acted in good faith with respect to the disposition process, (ii) that the information provided to the marina company at the time of application of the liveaboard waiting list remains true, correct and complete, and (ii) that there is no information related to the sale which is not set out in the final contract of sale for the vessel.

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- True, correct and complete copies of all due diligence information and materials obtained by the Offerree in connection with the purchase of the vessel including but not limited to a copy of the final contract for sale and a customary marine and value survey.
 - The marina management company has not received a written notice that an applicant on the waiting list has filed a suit or action to stop or enjoin the sale of the vessel.
 - New owner will have the right to replace existing vessel with a new or replacement vessel subject to such vessel satisfying the marina requirements. Existing owners of the 94 vessels will also have the right to replace an existing vessel with a new or replacement vessel subject to such vessel satisfying the marina requirements.
 - In the case where one of the Existing Liveboards buys another vessel from an Existing Liveboard moving out of the marina (i.e. not an upgrade or replacement), then in that event, the buyer/Offerree retains their liveboard status and it attaches to the “new” boat with a new SLA. Since the seller/Offerror was also one of the Existing Liveboards, the liveboard status continues to attach to the buyer’s former vessel which buyer/Offerree then sells (i.e. can’t rent with liveboard status) and is able to secure for the Offerror of the former vessel liveboard status subject to execution of a new SLA and under the terms hereof.
- If Offerror is prepared to conclude a sale of a vessel, the Offerror 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 Offerree. Within such 10-day period, the marina management company will notify Offerror and Offerree in writing of the decision to confirm status or that not all of the required information in order to process the request has been received. If additional information is requested, Offerror and Offerree 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

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management company will receive a market administrative fee for each request for confirmation of liveboard 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 Offeror 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 Offeror, (c) send one Email "blast" to the applicants on the liveboard waiting list that a liveboard sale has been posted on the marina website, and (d) send a second Email "blast" to the applicants on the liveboard waiting list that the Offeror has received and accepted an offer for the posted vessel.
- The Addendum will provide that any attempt to transfer, assign, sell, barter or trade liveboard status other than through the disposition process or the death/disability/divorce/gift transfer provisions noted herein will material breach the SLA without the benefit of notice and cure.
- The Addendum will also recognize the ability of the Existing Liveboards 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 an Offerree including completing the same requirements as are expected of applicants on the liveboard waiting list.

In consideration for the terms and conditions set forth in this Letter and the subsequent preparation and provisions of the Addendum, GPSA represents and warrants that it shall reasonably cooperate with HSW in connection the transactions contemplated herein including with (A) the Transition Plan and preparation of the Addendum, and (B) providing full and timely support in connection with HSW's applications, permits and approvals related to Phase 1 of the project including but not limited to zoning, commission of fine arts, ANC 6D and USACE. At such time as a subsequent transition plan is developed as part of the subsequent Stage 2 Planned Unit Development for Phase 3 that adequately addresses the design, construction and disruption impacts created during construction and through completion of the Gangplank Marina as part of Phase 3 of the Project, it is intended that GPSA will provide full and timely support in connection with HSW's applications, permits and approvals related to Phase 3 of the Project.

When approved, the Addendum shall be initialed by the Parties hereto and then attached as Attachment 4 and made a part of this Letter agreement. Notwithstanding the latter



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attachment of the Addendum, the terms of this Letter shall be binding on and inure to the benefit of the Parties successors and assigns.

This Letter constitutes all of the terms and conditions of the agreement by and between the Parties. The Parties will continue to work together in good faith and diligently and with good faith efforts consummate the transactions contemplated herein. In the event of a material breach by any of the Parties hereto, the remaining Parties will have the right to notify the breaching party in writing and if such breach is not satisfied within a reasonable 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 associated with such enforcement will be borne by the Party breaching this Letter.

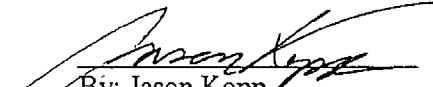
This Letter is governed by and construed in accordance with the laws of the District of Columbia. Each individual executing this Letter hereby represents and warrants that such individual is duly authorized to execute and deliver this Letter on behalf of such named entity or company and that this Letter 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 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.

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

ON BEHALF OF HSW:
Hoffman-Madison Waterfront LLC
By: PNH Waterfront LLC
By: PNH SWW LLC, Manager
By: LH I LLC, Managing Member


By: Lamont Hoffman, Member

ON BEHALF OF GPSA:

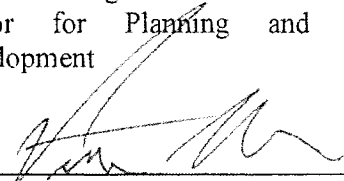

By: Jason Kopp
Name/Title: President



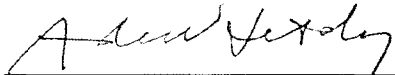
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ACKNOWLEDGED, AS TO AGREEMENT BETWEEN HSW AND GPSA:

DISTRICT OF COLUMBIA:
By and through the Office of the Deputy
Mayor for Planning and Economic
Development

By: 
Name: Victor Hoskins
Title: Deputy Mayor for Planning and
Economic Development

REVIEWED AND ACCEPTED ON BEHALF OF ANC 6D:


By: Andy Litsky, Chairman ANC 6D

Attachment 1: List of Current Liveaboard Slipholders Where
Owner and Vessel are in Good Standing, as of August 27, 2012

LIST REDACTED

Attachment 2: Final Transition Plan as submitted to ANC 6D in Hoffman-Madison's "Responses and Supplemental Information, compiled on July 18, 2012, with Supplemental Information Added on July 27, 2012." Hoffman-Madison also submitted this document to the District of Columbia Zoning Commission in connection with the review of Hoffman-Madison's Stage 2 Phase 1 Planned Unit Development. It includes the current Slip License Agreement.

Redevelopment & Transition Plan for the Gangplank Marina July 27, 2012

Consistent with the Land Disposition Agreement between Hoffman-Struever Waterfront LLC (“**HSW**”) and the District of Columbia, and confirmed in our submissions to the Zoning Commission and communications to ANC 6D and the Gangplank Slipholder Association (“**GPSA**”), HSW is fully committed to maintaining a vibrant liveaboard community at the Gangplank with a minimum of ninety-four (94) liveaboard slips.

In 2011, HSW further committed to carrying out a transition plan that allows the existing liveaboards in good standing under a current Slip License Agreement (“**SLA**”) to remain in the marina during the construction of the project with assurance that existing services and amenities will be provided and that boaters will have access to their boats during the construction and development process.

One month after being selected for the development rights to the Southwest Waterfront in 2006, HSW and its partner, The District of Columbia, represented by the Office of the Deputy Mayor for Planning and Economic Development, and its maritime engineering consultant, Moffatt and Nichol, began meeting with GPSA. These meetings have continued over the past 6 years with more than ten meetings in 2012 alone. The transition plan described herein is the culmination of these many meetings and in depth discussions and negotiations between HSW and GPSA.

The Gangplank Marina redesign and development is not part of the Phase 1 development of Southwest Waterfront. Phase 1 is focused between 7th Street SW and the Fish Market. Portions of the existing Gangplank Marina will be removed to allow construction of the Phase 1 waterside plan. Prior to commencement of construction of the Phase 1 marina, existing liveaboard slipholders will be relocated to the existing docks within the Gangplank Marina that remain, Docks T, A, B, C, and D.

This transition plan addresses specifically the concerns raised by the Gangplank Slipholders Association related to the perceived impacts created during construction and through completion of Phase 1 of the development (“**Transition Period**”). As noted, the redevelopment of the Gangplank Marina is part of the later phases (Phase 2/3) of the development. Accordingly, the applicable construction and perceived disruption impacts related to the redeveloped Gangplank Marina as well as the operations of the new marina will be addressed as part of the subsequent Stage 2 Planned Unit Development.

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B. Slip Disposition Policy

Attachments:

- Attachment A – Waterside Transition Plan
- Attachment B – Continuity of Services Plan
- Attachment C – Slip License Agreement

PART A: TRANSITION PLAN

1. Boat Movement Plan

HSW and their consultant Moffatt and Nichol prepared and presented the first transition plan in June 2011. Since that time there have been six iterations: October 2011, November 2011, January 2012, March 2012, May 2012 & June 2012. Construction and transition schedules were developed in March & April 2012 for the CYC construction & transition plan for Phase 1.

HSW provided the most recent Waterside Transition Plan to GPSA on June 7, 2012. The fundamental principles of the plan have not changed and are:

- a) all Liveaboards are accommodated at the Gangplank during the entire construction process with *no displacement* of any current Liveboard Slip License holders;
- b) continuity of services currently provided to GPSA (more detail provided in #2: *Continuation of Services*).

The detail of the Gangplank marina construction / transition plan is depicted in the attached as excerpted from the June Waterside Transition Plan (**Attachment A**).

The Transition Period for Gangplank can be clearly described in two stages:

Stage 1 – Fall 2012 – Relocation of vessels from west side of marina to east side of marina

Stage 1 will be effectuated by the Deputy Mayor for Planning & Economic Development prior to closing with HSW and transfer of ownership of the marina.

The existing Gangplank Marina liveaboard tenants currently fill slips in all the Docks at Gangplank Marina except E Dock and K Dock and including T Dock at Pier 3.

- The first move comprises consolidating the current 94 liveaboards on Docks A-D and T docks where there are a total of 116 slips.
- Liveaboard vessels will be located in slips appropriate to their size.
 - Current Slip Sizes in the Marina
 - A-D Docks range from 35 to 60 feet in length
 - F-I are 40 feet in length
 - T Dock ranges from 30 to 90 feet in length
 - Current Liveaboard vessel Sizes
 - Docks F-I range from 32 to 75 feet in length
 - T Dock 31 to 58 feet in length
- Gangway located at Dock F will be relocated between Docks C and D.

- Access through the Gangplank Marina Building and at Pier 3 will remain.
- At the conclusion of Move 1, Docks F-I will be demolished and associated utility service cut in preparation of landside construction of Parcels 2-5 and waterside construction of Capital Yacht Club pier, building, and marina.

Stage 2 – 3Q 2013 – 1Q 2014

Stage 2 will potentially expand the number slips at the Gangplank Marina by reusing the existing Docks B and C from Capital Yacht Club.

- The existing CYC slips will be reinstalled within the Gangplank Marina to expand the lengths of the B and C docks from 272 feet in length to approximately 450 feet in length.
- This will increase the slip count within the Gangplank Marina by 46 slips and will accommodate vessels of lengths of 50 to 60 feet.
- Priority for these slips will be given to those non-liveaboard slipholders who were required to relocate out of the marina during 2013.
- These slips will be available to Gangplank Marina tenants until completion of the new marina.
- The reuse of CYC docks is contingent on a future survey of their condition. Some or all of the docks may be deemed unusable or unsafe and will not be installed if that is the case.

After the Transition Period

- Additional modifications and construction within the Gangplank Marina will be completed after future Stage 2 PUD submissions and approvals and may be subject to modification to design and services as a result of further design study, communication with ANC and GPSA, and input from the Zoning Commission, United States Commission of Fine Arts, National Park Service, or United States Army Corps of Engineers.

Cost & Responsibility of Relocation

As applicable, slipholders are responsible for moving each of their vessels from their current slip to the newly designated slip during Stage 1 above. In the event a liveaboard vessel is not able to move under its own power, and the slipholder requests, the marina owner will tow the vessel at the marina owners cost. In event a slipholder requests the marina owner to tow their vessel, the slipholder will indemnify and hold the marina owner harmless for damage to their vessel. A safety check will be required prior to moving a vessel.

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 management and owner will not be responsible for damage to personal belongings of the vessel.

2. Slip Priority

Vessels that have been removed from the Gangplank Marina to accommodate the relocation of liveaboard vessels described above shall have a one-time right of first refusal for any vacant slips created or that become available within the Gangplank Marina during the Construction of Phase 1. The priority for vessels returning to the marina shall be set by marina management prior to termination of the Slip License Agreements.

3. Continuation of Services

As agreed during the approved Stage 1 Planned Unit Development. HSW has committed to a “plan that provides for reasonable continuity of existing services (including water, electric, trash, pump-outs, security, showers/restrooms, US mail and package receipt, and vehicle access) and amenities (including parking, laundry, and Cable/Internet).....”

A detailed continuity of services plans is attached as ***Attachment B***.

4. Communication Plan

HSW will facilitate communications with the GPSA in the following ways:

- a) Construction & Operations Communications
 - 1) HSW and GPSA will each designate an individual as a Construction/Operations Representative that is deemed authorized to receive and deliver communications on behalf of each Party whom it represents.
 - 2) Representatives will meet on a regular basis with a designated representative from the General Contractor to discuss progress of Construction Activities, concerns related to adjacent construction, and proposed mitigation strategies.
 - 3) Representatives will meet on an as needed basis with a designated Marina Management Representative to discuss issues related to disruption to services and amenities within the marina during Construction. HSW and Marina management will use commercially reasonable effort to:
 - a. Provide adequate advance notice of any required boat movements
 - b. Provide adequate advance notice of any disruption, relocation or other change to essential services.
 - c. Limit relocation of vessels to essential movements only

b) Design & Development Communications

Continuing the procedure established in 2006, GPSA shall designate a small group of GPSA members to represent GPSA as a Design & Development Committee. This committee will meet periodically with HSW, their architects and engineers, and other related consultants during the design of the new Gangplank Marina. This marina is part of Phase 3 work and the design is currently anticipated to commence in late 2013 or early 2014.

5. Construction Impact Management

HSW, its contractors, and subcontractors will utilize commercially reasonable efforts to mitigate:

- 1) noise related to construction,
- 2) excessive dust and environmental pollutants
- 3) rodents and other vermin caused by construction activities
- 4) impacts to ingress, egress, and security (further defined in **Attachment B**)
- 5) impacts on navigation within the Washington Channel

6. Slip License Agreement

The current Slip License Agreement, attached as **Attachment C**, will remain in substantially the same form during the Transition Period. Each liveaboard slipholder will have an addendum to their SLA to address the Approved Slip Disposition Policy discussed in **Part B**.

7. Slip License Fees

Slip fees will be maintained as is during the Transition Period with increases to account for inflation, at a rate no greater than the Consumer Price Index.

During the Transition Period, current liveaboard slipholders assigned a slip by marina management larger than their current vessel will not be required to pay the fee premium for the larger slip.

PART B: DRAFT LIVEBOARD DISPOSITION MANAGEMENT PROPOSAL

Guiding Principles – a simple, clear, transparent, and fair process not subject to manipulation for the disposition of vessels in good standing by the existing 94 liveboards.

The following will be incorporated in to a letter agreement between DMPED, HSW, GPSA and an acknowledgement from ANC 6D.

The letter agreement is intended to be completed and signed as soon as possible but in all events in the next 2-3 weeks. The letter agreement will also include the final form of the transition plan.

In consideration for the letter agreement and accommodation to GPSA to address the disposition and transition concerns, GPSA will provide full support for HSW's zoning application.

POINTS TO BE ADDRESSED IN THE LETTER AGREEMENT

- DMPED will approve the 3-5 pending transactions (i.e. under or completed contract transactions) to be identified on a schedule, provided that (a) Seller is in good standing under the terms of the SLA (i.e. no breach or default under the SLA), (b) Vessel in good standing (i.e. complies with laws and the marina rules and regulations, marine sanitation, safety and environmental compliance, (c) Buyer has executed and delivered a current annual SLA and completed the applicable marina management application forms.
- With the incorporation of the 3-5 pending transactions, the 94 "existing" liveboards will be established.
- An Addendum to the current SLA will be promptly prepared to address the Liveboard status and disposition waiting list process described below. The Liveboard Addendum will be made a part of the renewal process in April 2013. The existing 94 liveboards, will have the right to choose either the 2013 SLA form or the 2013 SLA form with liveboard addendum.
- From now until the Liveboard waiting list is opened after the LDA closing with the master developer (HSW), if one of the existing 94 liveboard owners elect to leave the marina and sell their vessel, the marina management company on behalf of DMPED (or after the LDA closes on behalf of HSW) will allow the buyer to obtain liveboard status with the sale 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 liveaboard status.
 - 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 of at least \$_____, buyer will be required to post a deposit/bond/letter of credit in the amount of \$_____ to cover any costs of the marina owner associated with the commercial cost to dispose/salvage the vessel.
 - Buyer has provided and the marina company has reviewed and reasonably approved, such application forms, credit or other information as is reasonably and customarily requested of slipholders for liveaboard 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.
- When the liveaboard waiting list is created, each applicant will get notice that there is a liveaboard disposition process in place at the marina for the "94". Each applicant will provide and the marina management company will have reviewed and reasonably approved, such application forms, credit or other information as is reasonably and customarily requested of slipholders for liveaboard status by marina companies (to be reconfirmed at the time liveaboard status to such applicant is available). Each applicant shall post a deposit at the time of application.
- When the liveaboard waiting list is created and an owner of one of the existing 94 vessels as may be replaced from time to time by the owner ("Offerror") decides to leave the marina and sell a liveaboard vessel, the

Offerror will provide to the marina management company a copy of the relevant information related to the sale.

- If the proposed sale of the vessel is to an applicant in good standing on the liveaboard waiting list who desires to be a liveaboard at the marina, marina management company on behalf of the owner of the marina will allow the buyer ("Offerree") to obtain liveaboard status and come off the waiting list with the sale of the vessel and execution of a current SLA provided that:
 - Vessel is in good standing (i.e. complies with laws and the marina rules and regulations, marine sanitation, safety and environmental compliance).
 - Offerror is in good standing under the terms of the SLA (i.e. no breach or default under the SLA).
 - Offerror provides to the marina management office prior to consummation of the sale:
 - Certification that Offerror has (i) acted in good faith with respect to the disposition process, (ii) responded promptly and accurately to requests for information from any applicants on the waiting list requesting information related to the sale including meeting with such applicants as reasonably required, and (iii) sold the vessel to the highest numbered applicant on the waiting list submitting the best offer in the Offerror's reasonable best judgement.
 - True, correct and complete copy of each offer and the final offer and a copy of the final contract for sale.
 - Offeree is in good standing on the Liveaboard waiting list.
 - Offeree provides to the marina management office prior to consummation of the sale:
 - Executed current annual SLA with addendum for liveaboard status.
 - If the marine and value survey prepared in connection with the sale and provided to the marine management company as noted below, does not reflect a value of the vessel of at least \$_____, buyer will be required to post a deposit/bond/letter of credit in the amount of \$_____ to cover any costs of the marina owner

associated with the commercial cost to dispose/salvage the vessel.

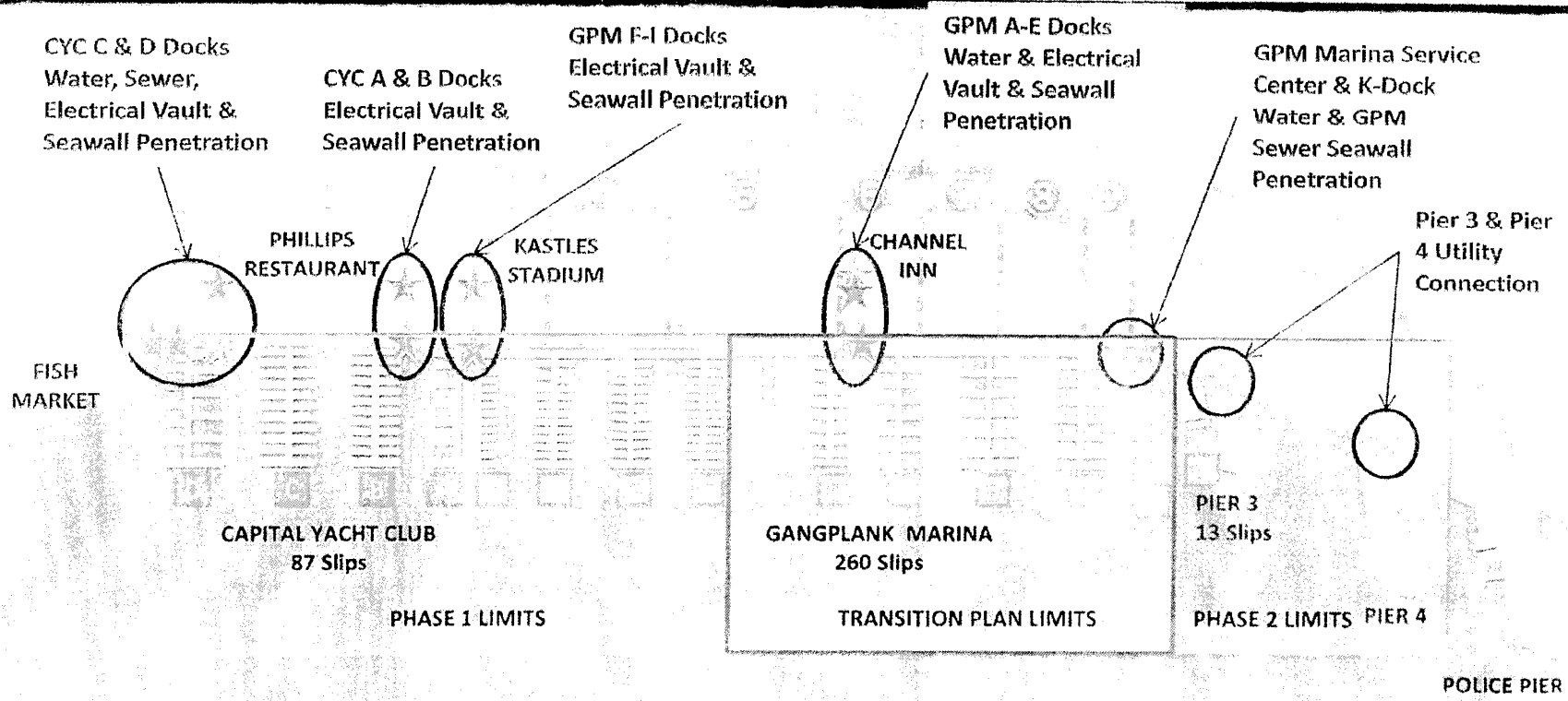
- Certification that Offerree has (i) acted in good faith with respect to the disposition process, (ii) that the information provided to the marina company at the time of application of the liveboard waiting list remains true, correct and complete, and (ii) that there is no information related to the sale which is not set out in the final contract of sale for the vessel.
 - True, correct and complete copy of all due diligence information and materials obtained by the Offerree in connection with the purchase of the vessel including but not limited to a copy of the final contract for sale and a customary marine and value survey.
 - Marina Management Company has not received a written notice that an applicant on the waiting list has filed a suit or action to stop or enjoin the sale of the vessel.
 - New owner will have the right to replace existing vessel with a new vessel. Existing owners of the 94 vessels will also have the right to replace an existing vessel with new.
- If Offerror is prepared to conclude a sale of a vessel, the Offerror will promptly notify the marina management company. Upon receipt of notice together with the information noted above, the marina management company will have 45-days to process the request for confirmation of liveboard status to the Offerree. Marina management company will receive a market administrative fee for each request for confirmation of liveboard 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 Offerror 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 Offerror, (c) send one Email "blast" to the applicants on the liveboard waiting list that a liveboard sale has been posted on the marina website, and (d) send a second Email "blast" to the applicants on the liveboard waiting list that the Offerror has received and accepted an offer for the posted vessel.

- Attempt to transfer, assign, sell, barter or trade liveaboard status other than through the disposition process or the death/disability/divorce transfer provisions will breach the SLA.
- SLA Addendum will address transfers by owners due to death, disability, and divorce.

ATTACHMENT A

EXCERPTED WATERSIDE TRANSITION PLAN

ATTACHMENT A – GANGPLANK EXCERPTED WATERSIDE TRANSITION PLAN



Legend:

- ★ Electrical Connection ★ Water Connection ★ Sewer Connection ★ General Utility Connection ★ Gas Connection
- ◻ Existing CYC Docks ◻ Gangplank Docks ◻ Parcel No. ◻ New CYC Docks
- ★ Temporary Utility Connection ◻ Temporary Structure Existing Structure New Structure

Existing Waterside Plan

Note: from seawall penetration utilities run along seawall to each dock

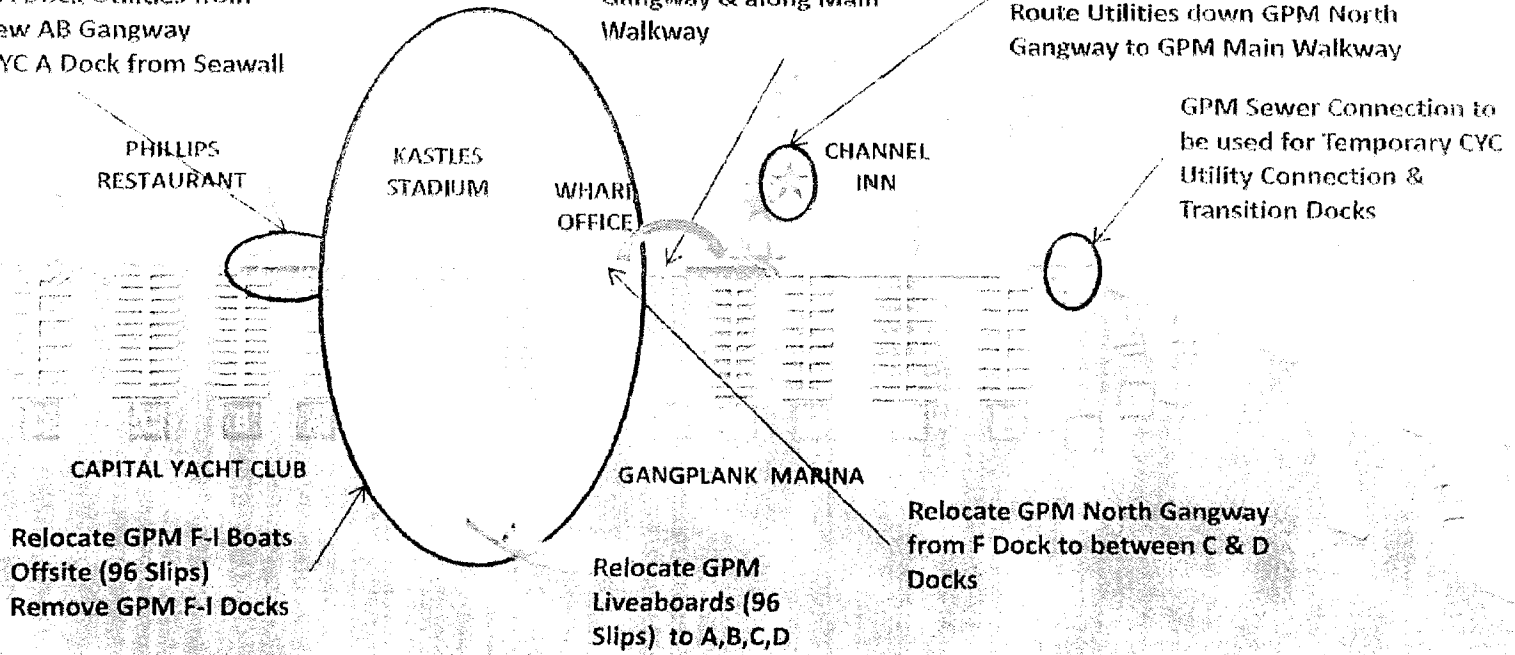
ATTACHMENT A – GANGPLANK EXCERPTED WATERSIDE TRANSITION PLAN

Install New Gangway from CYC B Dock to A Dock
 Reroute CYC A Dock Utilities from Seawall to New AB Gangway
 Disconnect CYC A Dock from Seawall

Reroute GPM E Dock Utilities from Seawall to Relocated Gangway & along Main Walkway

Install Temporary Utilities for New CYC Docks & GPM Transition Docks
 Route Utilities down GPM North Gangway to GPM Main Walkway

GPM Sewer Connection to be used for Temporary CYC Utility Connection & Transition Docks



Relocate GPM F-I Boats Offsite (96 Slips)
 Remove GPM F-I Docks

Relocate GPM Liveboards (96 Slips) to A,B,C,D

Relocate GPM North Gangway from F Dock to between C & D Docks

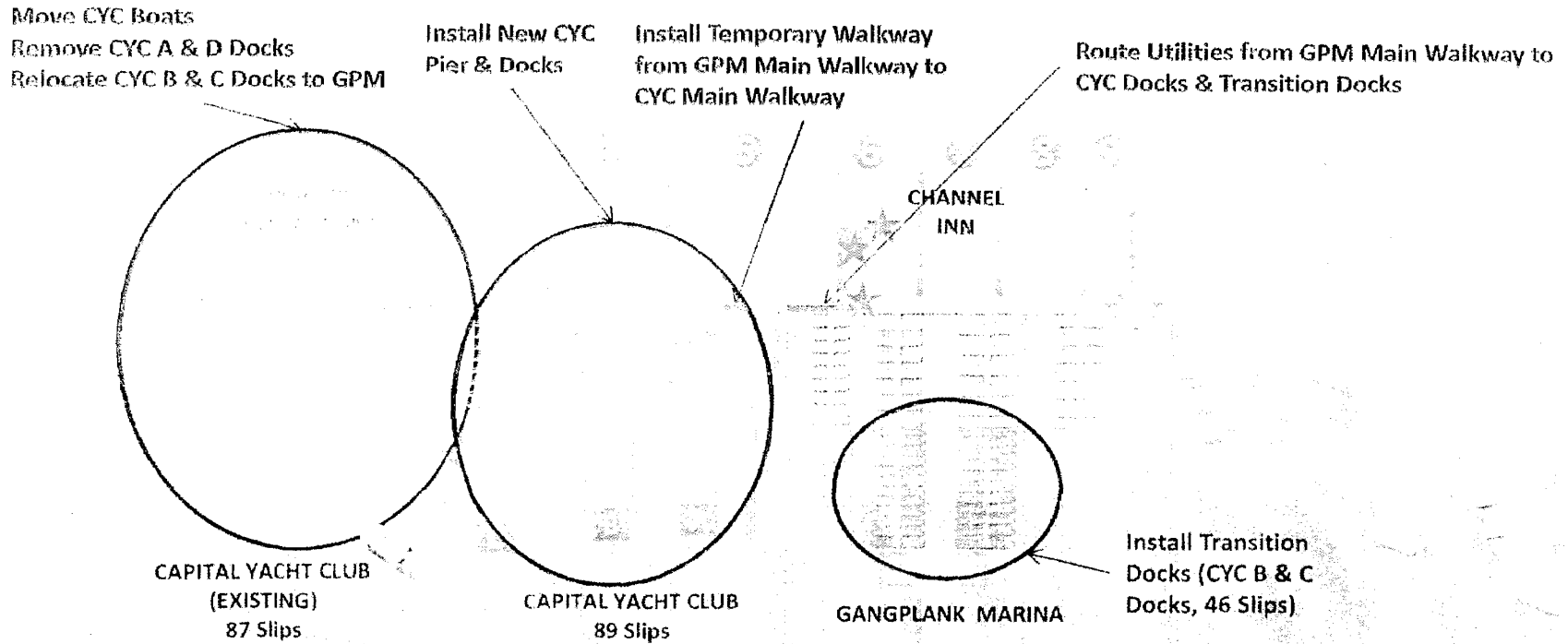
PHASE 1

STAGE 1 – Prepare Capital Yacht Club Construction Area

Move 94 Gangplank Liveboard Boats to Gangplank A, B, C, or D Docks

Clear Waterside Access & Utility Connections to Parcels 3, 4 & 5

ATTACHMENT A – GANGPLANK EXCERPTED WATERSIDE TRANSITION PLAN



PHASE 1

STAGE 2 – Relocate Capital Yacht Club

Provide Temporary Access & Utilities for Capital Yacht Club

Provide Transition Docks for Gangplank Marina (6 months from Start of Construction)

ATTACHMENT B

CONTINUITY OF SERVICES & ACCESS PLAN

Table of Contents

1. Ingress & Egress
 - a. Vehicular
 - b. Pedestrian
 - c. On street parking
2. Gangplank/Odyssey Parking Lot
3. Service Vehicle & Delivery Access
4. Mail & Package Delivery
5. Trash & Recycling
6. Common Space & Amenities
7. Security
8. Utilities & Pumpouts

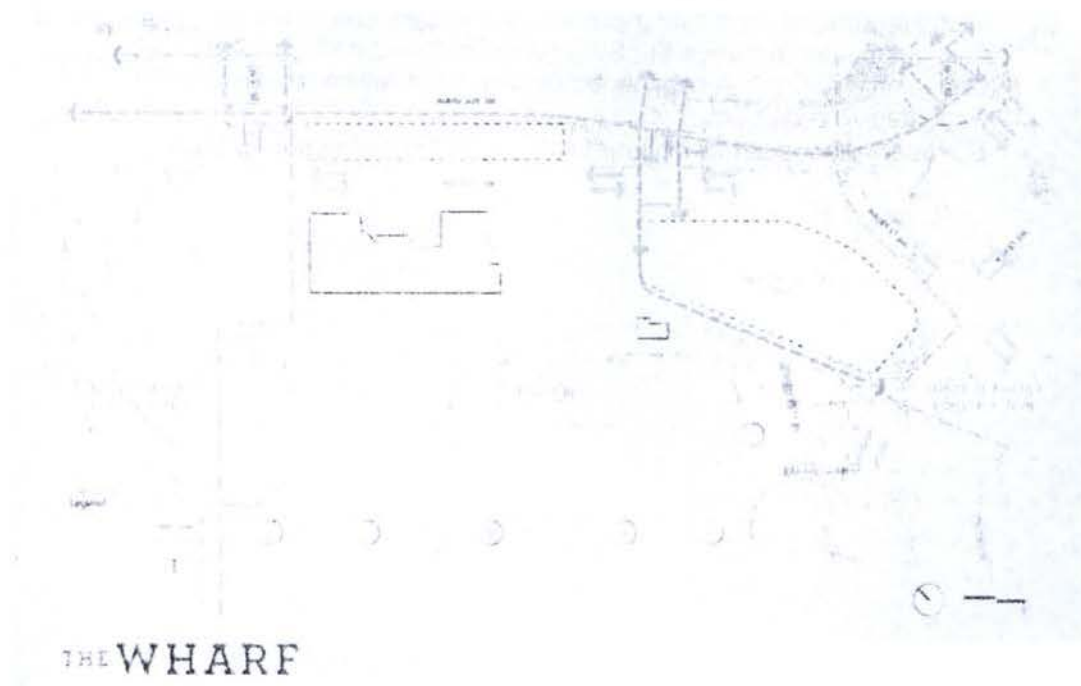
1. Ingress & Egress

Ingress and Egress to and from the Gangplank Marina for slipholders will be maintained throughout the transition period. The impacts to Gangplank Marina on the landside can generally be broken into three stages of construction outlined below. For each stage of construction vehicular, pedestrian, and on-street parking provisions are detailed:

Stage 1: Month 0 – Month 12 – Site Mobilization and Utility Relocation

Stage 2: Month 12 – Month 36 – Construction between 7th and Fish Market

Stage 3 – Month 24 – Month 36 – Construction of Waterfront Park and P11



Stage 1 – Month 0-12

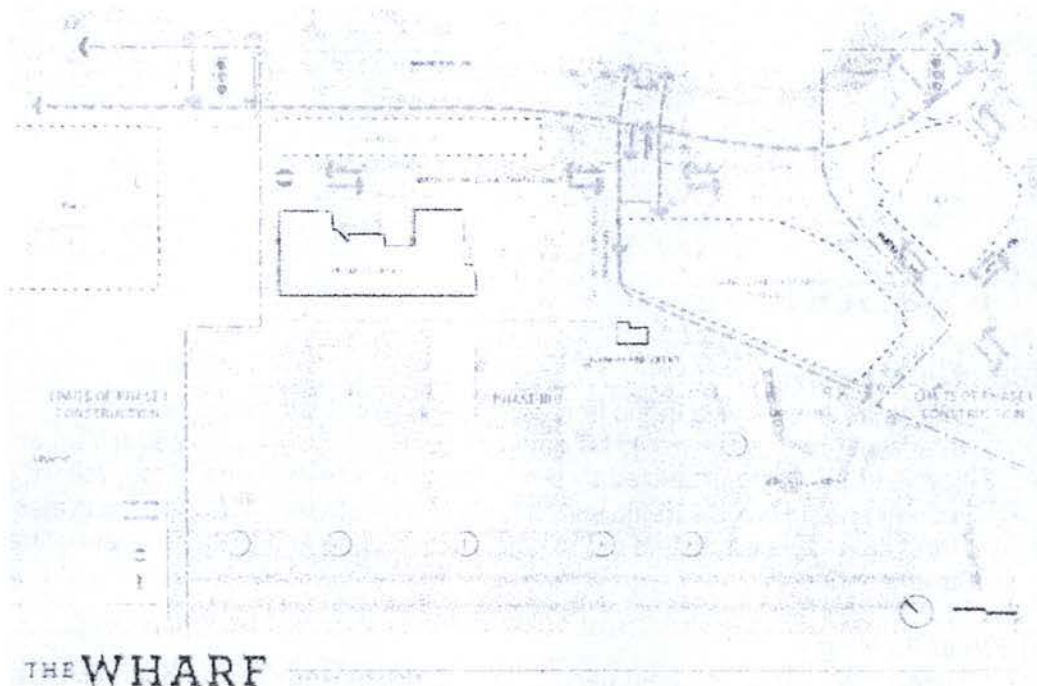
Automobile Traffic

- During Stage 1, construction activities and associated traffic alignments will be focused on installing underground utilities including electric, telephone, cable, gas, water, sewer, and storm sewer at six specific locations and will have temporary impacts on traffic:
 - The north end of Water Street at the existing turning circle and entrance to the Fish Market
 - The intersection of 7th Street and Maine Avenue
 - The intersection of 9th Street and Maine Avenue
 - The area between St. Augustine's Church and the Gangplank Marina
 - The connector between Maine Avenue and Water Street
 - Maine Avenue from 6th Street to the Maine Avenue/Water Street connector
- Work in the intersections will occur during off-peak/non-rush hour times and will occur two lanes at a time, allowing for traffic to flow in each direction temporarily with one lane of traffic in each direction. Work in Maine Avenue will occur one lane at a time, allowing for two lanes of traffic flow.
- At the turning circle/entrance and Fish Market entrance at the north end of Water Street, modifications to the current grading, curbs, and roadways will be performed in advance of Stage 2 work that will temporarily reroute all southeast bound traffic on Maine Avenue to Water Street.
- During this phase, Water Street will carry one-way traffic in the southbound direction between the Fish Market and southbound traffic will merge back onto Maine Avenue at the existing connector road between Water Street and Maine Avenue, located between 6th Street and 7th Street and adjacent to the Gangplank Marina. A continuous entrance/exit will be provided to the Gangplank Parking Lot.
- The intersections at 6th, 7th and 9th Street will remain open to traffic.

Stage 2– Month 12-36

Automobile Traffic

- Utility relocation operations in Maine Avenue will be complete.
- Southbound traffic will be relocated from Water Street back to Maine Avenue. This will be followed by the closure of Water Street between the Fish Market and the Maine Avenue/Water Street connector road west of 6th Street.
- The construction fencing will be modified to fully fence the area from Maine Avenue to the Washington Channel, from Parcel 1 to Parcel 5.
- Utility work will also begin on 6th Street, with short duration roadway closures. Access for local traffic will be maintained during this time period.

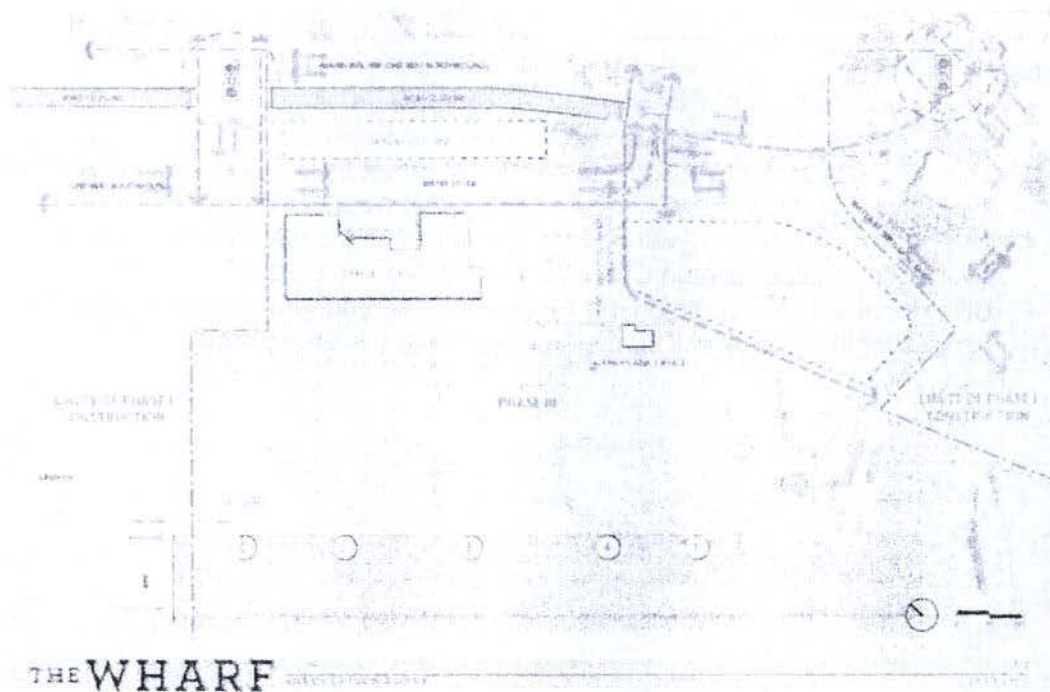


Pedestrian and Bicyclists

- Pedestrian and bicycle traffic from the waterfront promenade and Water Street would be detoured to the west side of Maine Avenue, with pedestrian and bicycle traffic being protected by jersey barriers on either side of the walkway
- Pedestrian and bicycle traffic have the opportunity to cross back to the waterfront promenade at the eastern extent of the construction zone at the Maine Avenue/Water Street connector and at the Fish Market.

On-Street Parking

- During this phase, on-street parking will be maintained on northbound Maine Avenue.
- Parking on southbound Maine Avenue will be permitted between the Water Street connector and 6th Street.



Pedestrian and Bicyclists

- Pedestrian and bicycle traffic from the west side of Maine Avenue and the waterfront promenade would be detoured to Water Street, with pedestrian and bicycle traffic being protected by jersey barriers on either side of the walkway.
- Pedestrian and bicycle traffic would cross back to Maine Avenue from Water Street at the eastern extent of the construction zone at the Maine Avenue/Water Street connector.

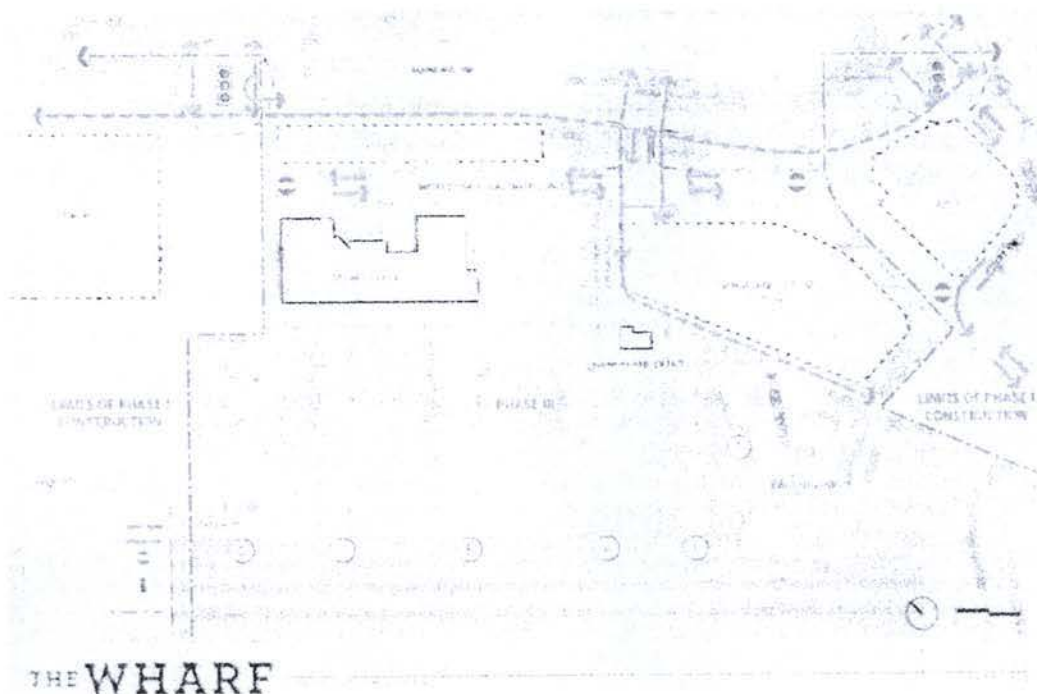
On-Street Parking

- During this phase, on-street parking will be maintained on northbound Maine Avenue.
- Parking on southbound Maine Avenue will be permitted between the Water Street connector and 6th Street.
- No parking will be available on Water Street between the Fish Market and the Maine Avenue connector road.
- South of the connector road, parking on Maine Avenue will remain unchanged.
- A temporary tour bus drop off location will be established on southbound Maine Avenue, between 7th Street and the 6th Street.

Stage 3– Month 24-36

Automobile Traffic

- Landscaping and reconstruction of the sidewalk along Maine Avenue will commence necessitating the closure of the curb lane of southbound Maine Avenue.
- Water Street will be closed between 6th Street and the Maine Ave/Water Street connector to allow for construction of the new alignment and intersection with Maine Avenue.
- Temporary access to Pier 4 and the Police Pier will be made available through the existing parking lot.



Pedestrian and Bicyclists.

- The pedestrian and bicycle walkway that was constructed in stage 2 would be relocated to the curb lane of southbound Maine Avenue to allow for landscaping and reconstruction of the sidewalk along Maine Avenue.
- Pedestrian and bicycle traffic will be protected by jersey barriers on either side of the pathway.
- Pedestrian and bicycle traffic have the opportunity to cross back to the waterfront promenade at the eastern extent of the construction zone at the Maine Avenue/Water Street connector and at the Fish Market.
- Pedestrian and bicycle traffic along Water Street between the Police Pier and the Maine Avenue connector road will be unavailable while the Water Street alignment is reconfigured.

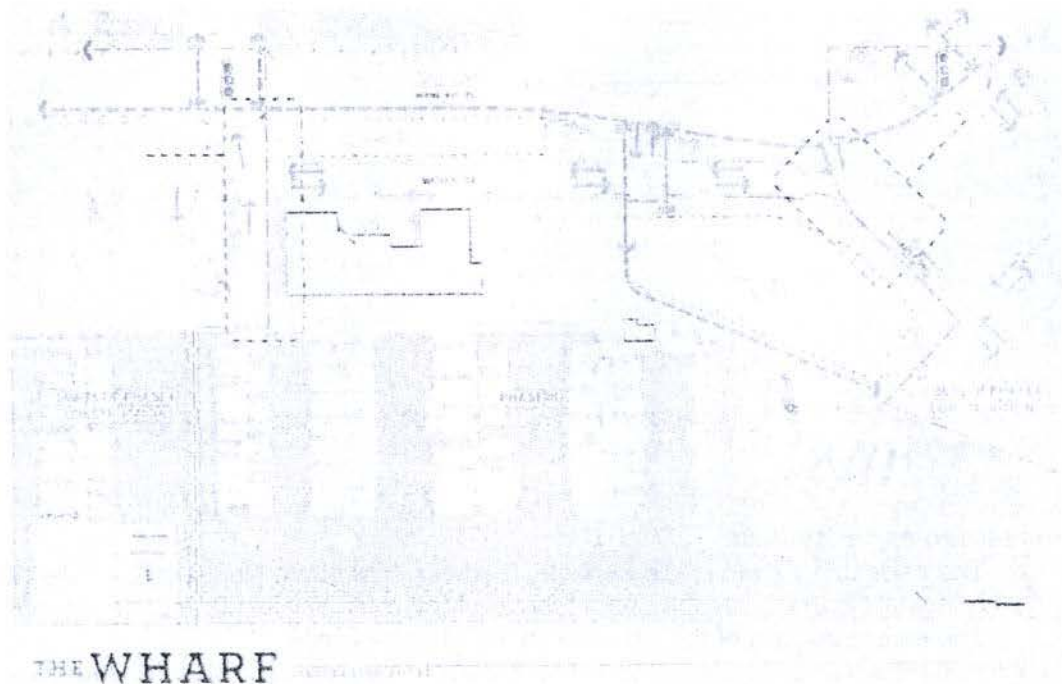
On-Street Parking

- During this phase, on-street parking will be maintained on northbound Maine Avenue.
- Parking on southbound Maine Avenue will be permitted between the Water Street connector and 6th Street.
- No parking will be available on Maine Avenue between the Fish Market and the Water Street connector road. P
- Parking on Water Street between the Maine Avenue connector road and the Police Pier will be unavailable.

Upon Completion of Phase 1 – Prior to Commencement of Phase 2/3

Automobile Traffic

- 7th Street Park circulation open and accessible from 7th Street light
- Water Street connections available to 7th Street Park and to new Water Street/Park Road



Pedestrian and Bicyclists.

- 7th Street Park now open and accessible to pedestrians
- Maine Avenue cycle track open from 7th Street west – temporary bicycle connection from 7th street east on Maine Avenue
- Sidewalks on Maine Avenue and Water Street open

On-Street Parking

- On Street parking available on Maine Avenue and Water Street SW

2. Gangplank/Odyssey Parking Lot

The Gangplank/Odyssey parking lot will continue to function in the same way it does today during the Transition Period.

3. Service Vehicle & Delivery Access

Service and Delivery Vehicles Access will be maintained in the same manner it is today during the Transition Period.

4. Mail & Package Delivery

Mail and package delivery will be maintained in the same manner they are today during the Transition Period.

5. Trash & Recycling

Trash and recycling will be maintained in the same manner they are today during the Transition Period.

6. Common Space & Amenities

Common spaces and amenities will be maintained in the same manner they are today during the Transition Period.

7. Security

Security will be maintained and provided in the same manner it is today during the Transition Period.

8. Utilities & Pumpouts

Current utility service at Gangplank Marina consists of the following:

Docks A-E:

- Water and electrical vaults and landside connection north of Channel Inn with piping along seawall to each dock
- sewer landside connection near the marina building with piping along seawall to pump-out near A Dock.

K Dock:

- Water vault and landside connection near marina building with piping down gangway to dock

Marina building:

- Water and electrical vaults and landside connection near building
- sewer connection same as docks
- Showers, laundry, restrooms, security, and mail are located in the existing marina building.

Pier 3 and T Dock:

- Water, electrical and sewer landside connection at Pier 3

Current Pumpouts for the entire marina are accomplished using three KEKO model 900R peristaltic pumps

De-icing for the marina is accomplished using an antiquated bubbler system and is largely ineffective.

Gas service is provided in the marina only to the Cantina Marina restaurant.

Minor modifications to utility services will be necessary during the Transition Period. HSW and marina management will use commercially reasonable efforts to maintain utilities specified above at all times to the marina and will provide advance notice of any planned interruptions. The following modifications are anticipated:

Prior to the Relocation of Vessels from Docks F-I to A-D

- Utility service for E Dock will be rerouted down the relocated gangway between Docks C and D.
- Utility service for the remaining Gangplank Marina will be maintained in its current configuration for the duration of Phase 1 construction.

During the relocation of Capital Yacht Club docks to the Gangplank Marina

- New utility service for these docks will be routed from a new connection at the Channel Inn down the relocated gangway (Docks C-D) to the relocated docks.

ATTACHMENT C
SLIP LICENSE AGREEMENT



SLIP LICENSE AGREEMENT

1. **LICENSE.** Whenever the terms "Marina" or "Licensor" are used herein, unless the context requires otherwise, they refer to the District of Columbia, 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 Slip License Agreement, located at the Marina for the Boat described above, including all riggings, engines, appurtenances, and contents (the "Boat"). This Agreement confers no leasehold interest. 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. The term "Boat Owner" shall be deemed to include the Boat, as Licensee, where appropriate.
2. (a) **TERM.** The term of this Agreement shall begin on the Commencement Date and end 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.
(b) **HOLDING OVER.** If the Boat remains at the Slip following expiration or other termination of this Agreement, and without otherwise limiting the rights of 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 transient dockage fee (\$1.50 per foot per day) shall apply and Boat Owner shall pay Marina the then applicable daily rate of transient dockage for each day the Boat continues to be moored at the Slip. 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.
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 boater, subject to Transient Rates until such time as the default is cured. 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. Charges not paid within ten (10) days from the date of invoice are deemed past due. Outstanding past due amounts are subject to interest at a rate of 1.5% per month, or the maximum allowable by law. Boats are subject to being secured in place in the event that the outstanding charges are more than 30 days past due.
4. **SECURITY DEPOSITS.** Before the Boat may be docked at Marina, Boat Owners who elect the monthly payment option 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 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 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 which entitles Marina to, among Marina's other default 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 of this Agreement, 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 miscalibration of the meter. Boat Owner may request a binding arbitration to resolve disputes over electricity usage. The Marina office has the particulars on how such arbitration is elected. Marina does not warrant the availability of utility services, and shall not be responsible for any damage or injury due to the interruption or unavailability of utility 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 its best efforts to provide adequate surveillance, Marina bears no liability or responsibility in the event of theft, damage, demolition, unauthorized use, and the like, of 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 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 (normally more than three (3) 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 and sanitary condition at all times, and in accordance with the Marina Rules. 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, agents or guests (collectively referred to as "Boat Owner's Agents") shall be the sole responsibility of Boat Owner. Conduct by Boat Owner its Agents that might disturb or cause harm to any person, damage property, be a nuisance, or harm the reputation of the Marina (including use of drugs or alcohol intoxication) shall, at the option of Marina, be cause for immediate termination of this Agreement by Marina. Intoxication shall 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 its Agents engage in the physical assault of another person or property or (iii) one or more Marina Licensees or guests files a written complaint with Marina concerning the intoxication of Boat Owner or Boat Owner's Agents. Intoxication by Boat Owner or Boat Owner's Agents shall be deemed a nuisance.
10. **BOAT OWNER'S RESPONSIBILITY FOR DAMAGE AND THE ENVIRONMENT.** Boat Owner shall be responsible for and shall promptly, upon 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 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 cancel 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 new ones, including posting on the marina's website at www.garrettisland.com, or otherwise notifying Boat Owner, in writing, of the change. 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. 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 scaffolding 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. **INSURANCE; SUBCONTRACTORS.** Boat Owner, at his or her sole cost and expense, shall at all times during the term of this Agreement, maintain a

public liability policy with limits of not less than \$500,000 per occurrence, with an insurance company acceptable to Marina, naming Marina as an additional insured, with waiver of subrogation in favor of Marina; and a policy of property damage insurance covering at least 100% of the actual cash value of the Boat, extended perils, damage by fire, vandalism and burglary. Boat Owner shall provide Marina with a copy of the insurance policy evidencing coverage upon execution of this Agreement, and, no later than 30 days prior to expiration of a policy, with evidence of the renewal of the policy. All policies of insurance shall require 30 days advance notice by the insurance company to Marina of any amendment or cancellation. Additionally, any subcontractors employed by Boat Owner shall complete the MARINE CONTRACTOR RULES & REGULATIONS form, 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 Operator's 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 ATTACHED HERETO;
- (3) the Boat Owner fails to make timely dockage payments as specified by this Agreement;
- (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 three (3) consecutive days without the prior knowledge and consent of the Marina;
- (6) the Boat Owner does not keep any and all information on file with the Marina current;
- (7) the Boat Owner declares bankruptcy or is forced into bankruptcy by his creditors; OR
- (8) the Boat Owner does any other act which this Agreement states is an act of default.

(b) Marina Remedies: If the Boat Owner is in default for more than ten (10) days after Marina has given written notice, except Dockage which is 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 moorage.
- (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. UNPAID DEBT BURDEN OF PROOF. Non-receipt of billing statements does not relieve Boat Owner of the obligation to pay all charges due. Boat Owner shall have the burden of showing, by receipt or canceled check, that payment in full of all charges was made. Marina may change the fees or change the other provisions of the Agreement by written notice to Boat Owner given at least 14 days before the change is effective. A \$25 charge will be incurred for each returned check. If Boat Owner has an outstanding balance for amounts owed under this Agreement that is more than 90 days past due, the Boat may be repossessed by Marina and sold at public auction or private sale, or may be otherwise moved or towed away at owner's expense. This provision is in addition to and not a limitation of Marina's rights under state or Federal Maritime law.

18. RIGHT OF REPOSSESSION. In the event of any default by Boat Owner under this Agreement which 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 attorneys 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. 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 Paragraph 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 which shall be substituted as the "Marina" or "Licensor" herein.
25. 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.
26. **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.
27. **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.
28. **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.
29. **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.
30. **CANCELLATION.** Marina may, in its sole discretion, cancel this Agreement at any time by giving Boat Owner, in writing, thirty (30) days advance notice. In such 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: _____

The Gangplank Marina

600 Water St SW, Washington DC 20024
Phone: (202) 554-5000 FAX: (202) 554-2740
gangplankmarina@comcast.net



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 (www.gangplank.com, click on "SLA and Marina Rules") are expressly made part of the License Agreement. Boat Owner, any member of his family, any of his employees, licensees, agents and guests (hereinafter individually referred to as "Boat Owner's Agent") expressly agree to comply with each and every Rule at all times. 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 and, upon posting such amendments and additions in a conspicuous place in the Marina, they shall become part of the License Agreement. Boat Owner agrees to comply, and to cause Boat Owner's Agent to comply, with all Marina Rules.

1. Any boat which 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 well being 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.
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 which 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 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. Guests and service personnel must be accompanied by the Boat Owner, or prior authorization must be given to the Dock Master.
10. 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. Boaters' guests are expected to park on the street. Long term storage of vehicles is prohibited. Vehicles, in this case, mean private passenger types. Commercial vehicles which 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 be overnight. All trailers are prohibited from entering the parking lot.
11. 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.
12. "For Sale" signs must be approved by the Marina.
13. Advertising or soliciting shall not be permitted in the Marina unless authorized, in writing, by the management.
14. 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 of 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.

15. Laundry shall not be hung on boats or docks.
16. 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.
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. Newspapers must be carried to the container provided for this purpose in the parking lot. Any construction debris, old furniture, or other bulky items must be removed from the Marina and Parking Lot by Boat Owner.
18. Oil must be disposed of in the designated oil drum in the parking lot. 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.
19. Under no circumstances may a Boat Owner 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 revving 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. Any noise which can be heard further than two slips from the boat will be considered to be too loud.
21. For the safety of all concerned, if the Boat is to be occupied by a person other than the Owner, the Marina must be contacted in writing.
22. 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.
23. 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.
24. All connections made by the Boat Owner to electrical receptacles shall be approved by the Dock Master.
25. This Marina has a "NO DISCHARGE POLICY" in effect.
26. Power tools may be used to aid in performing minor repairs and improvements to boats under the following conditions:
 - (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

are 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. The Marina reserves the right to charge the Boat Owner for the removal of debris left on Marina grounds.
27. 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, RF connection (cable TV), departure date, etc. A credit to your account will be issued only if the Marina Administrative Office is notified, in writing, prior to any such changes. A box for this purpose is provided outside the Security Office or changes can be mailed to: Gangplank Marina, Attn: Assistant Dock Master, 600 Water Street SW, Washington, DC 20024-2488.
 28. Recreational Slipholder (non-liveaboard) may spend no more than four nights aboard his/her vessel during any one week period (Sunday to Sunday). He/She may not receive any mail at the Marina. He/She must maintain a separate landside legal residence and may not utilize the marina address on any governmental issued identification or represent to any individual or governmental entity the Marina as his/her residence.
 29. Vessel owners, immediate family (first degree of consanguinity) or significant other co-habiting persons may reside on a "liveaboard" vessel. The maximum number of people allowed to live aboard a vessel is four unless authorized by Marina Management.
 30. No vessel shall be permitted entry to the Marina which 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 which 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."

- (g) 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.

Commercial and Foreign Flagged Vessels

- (c) No commercial vessel shall operate auxiliary power for more than thirty minutes prior to embarkation or for more than thirty minutes after disembarkation.
- (d) 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.
- (e) 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.
- (f) 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."

- 31. 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.
- 32. 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.
- 33. 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 _____

Attachment 3: The Gangplank Marina 2012-2013 Slip License Agreement and Slip Fees

The Gangplank Marina

600 Water St SW, Washington DC 20024
Phone: (202) 554-5000 FAX: (202) 554-2740
gangplankmarina@comcast.net



SLIP LICENSE AGREEMENT

1. **LICENSE.** Whenever the terms "Marina" or "Licensor" are used herein, unless the context requires otherwise, they refer to the District of Columbia, 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 Slip License Agreement, located at the Marina for the Boat described above, including all riggings, engines, appurtenances, and contents (the "Boat"). This Agreement confers no leasehold interest. 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. The term "Boat Owner" shall be deemed to include the Boat, as Licensee, where appropriate.
2. (a) **TERM.** The term of this Agreement shall begin on the Commencement Date and end 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.
(b) **HOLDING OVER.** If the Boat remains at the Slip following expiration or other termination of this Agreement, and without otherwise limiting the rights of 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 transient dockage fee (\$1.50 per foot per day) shall apply and Boat Owner shall pay Marina the then applicable daily rate of transient dockage for each day the Boat continues to be moored at the Slip. 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.
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 boater, subject to Transient Rates until such time as the default is cured. 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. Charges not paid within ten (10) days from the date of invoice are deemed past due. Outstanding past due amounts are subject to interest at a rate of 1.5% per month, or the maximum allowable by law. Boats are subject to being secured in place in the event that the outstanding charges are more than 30 days past due.
4. **SECURITY DEPOSITS.** Before the Boat may be docked at Marina, Boat Owners who elect the monthly payment option 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 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 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 which entitles Marina to, among Marina's other default 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 of this Agreement, 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 miscalibration of the meter. Boat Owner may request a binding arbitration to resolve disputes over electricity usage. The Marina office has the particulars on how such arbitration is elected. Marina does not warrant the availability of utility services, and shall not be responsible for any damage or injury due to the interruption or unavailability of utility 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 its best efforts to provide adequate surveillance, Marina bears no liability or responsibility in the event of theft, damage, demolition, unauthorized use, and the like, of 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 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 (normally more than three (3) 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 and sanitary condition at all times, and in accordance with the Marina Rules. 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, agents or guests (collectively referred to as "Boat Owner's Agents") shall be the sole responsibility of Boat Owner. Conduct by Boat Owner its Agents that might disturb or cause harm to any person, damage property, be a nuisance, or harm the reputation of the Marina (including use of drugs or alcohol intoxication) shall, at the option of Marina, be cause for immediate termination of this Agreement by Marina. Intoxication shall 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 its Agents engage in the physical assault of another person or property or (iii) one or more Marina Licensees or guests files a written complaint with Marina concerning the intoxication of Boat Owner or Boat Owner's Agents. Intoxication by Boat Owner or Boat Owner's Agents shall be deemed a nuisance.
10. BOAT OWNER'S RESPONSIBILITY FOR DAMAGE AND THE ENVIRONMENT. Boat Owner shall be responsible for and shall promptly, upon 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 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 cancel 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 new ones, including posting on the marina's website at www.catskills.com, or otherwise notifying Boat Owner, in writing, of the change. 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. 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. INSURANCE; SUBCONTRACTORS. Boat Owner, at his or her sole cost and expense, shall at all times during the term of this Agreement, maintain a

public liability policy with limits of not less than \$500,000 per occurrence, with an insurance company acceptable to Marina, naming Marina as an additional insured, with waiver of subrogation in favor of Marina; and a policy of property damage insurance covering at least 100% of the actual cash value of the Boat, extended perils, damage by fire, vandalism and burglary. Boat Owner shall provide Marina with a copy of the insurance policy evidencing coverage upon execution of this Agreement, and, no later than 30 days prior to expiration of a policy, with evidence of the renewal of the policy. All policies of insurance shall require 30 days advance notice by the insurance company to Marina of any amendment or cancellation. Additionally, any subcontractors employed by Boat Owner shall complete the MARINE CONTRACTOR RULES & REGULATIONS form, 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 Operator's 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 ATTACHED HERETO;
- (3) the Boat Owner fails to make timely dockage payments as specified by this Agreement;
- (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 three (3) consecutive days without the prior knowledge and consent of the Marina;
- (6) the Boat Owner does not keep any and all information on file with the Marina current;
- (7) the Boat Owner declares bankruptcy or is forced into bankruptcy by his creditors; OR
- (8) the Boat Owner does any other act which this Agreement states is an act of default.

(b) Marina Remedies: If the Boat Owner is in default for more than ten (10) days after Marina has given written notice, except Dockage which is 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 moorage.
- (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. UNPAID DEBT BURDEN OF PROOF. Non-receipt of billing statements does not relieve Boat Owner of the obligation to pay all charges due. Boat Owner shall have the burden of showing, by receipt or canceled check, that payment in full of all charges was made. Marina may change the fees or change the other provisions of the Agreement by written notice to Boat Owner given at least 14 days before the change is effective. A \$25 charge will be incurred for each returned check. If Boat Owner has an outstanding balance for amounts owed under this Agreement that is more than 90 days past due, the Boat may be repossessed by Marina and sold at public auction or private sale, or may be otherwise moved or towed away at owner's expense. This provision is in addition to and not a limitation of Marina's rights under state or Federal Maritime law.

18. RIGHT OF REPOSSESSION. In the event of any default by Boat Owner under this Agreement which 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 attorneys 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. 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 Paragraph 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 which shall be substituted as the "Marina" or "Licensor" herein.
- 25. 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.
- 26. **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.
- 27. **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.
- 28. **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.
- 29. **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.
- 30. **CANCELLATION.** Marina may, in its sole discretion, cancel this Agreement at any time by giving Boat Owner, in writing, thirty (30) days advance notice. In such 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: _____

The Gangplank Marina

600 Water St SW, Washington DC 20024
Phone: (202) 554-5000 FAX: (202) 554-2740
gangplankmarina@comcast.net



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 (www.gangplank.com, click on "SLA and Marina Rules") are expressly made part of the License Agreement. Boat Owner, any member of his family, any of his employees, licensees, agents and guests (hereinafter individually referred to as "Boat Owner's Agent") expressly agree to comply with each and every Rule at all times. 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 and, upon posting such amendments and additions in a conspicuous place in the Marina, they shall become part of the License Agreement. Boat Owner agrees to comply, and to cause Boat Owner's Agent to comply, with all Marina Rules.

1. Any boat which 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 well being 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.
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 which 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 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. Guests and service personnel must be accompanied by the Boat Owner, or prior authorization must be given to the Dock Master.
10. 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. Boaters' guests are expected to park on the street. Long term storage of vehicles is prohibited. Vehicles, in this case, mean private passenger types. Commercial vehicles which 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 be overnight. All trailers are prohibited from entering the parking lot.
11. 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.
12. "For Sale" signs must be approved by the Marina.
13. Advertising or soliciting shall not be permitted in the Marina unless authorized, in writing, by the management.
14. 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 of 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.

15. Laundry shall not be hung on boats or docks.
16. 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.
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. Newspapers must be carried to the container provided for this purpose in the parking lot. Any construction debris, old furniture, or other bulky items must be removed from the Marina and Parking Lot by Boat Owner.
18. Oil must be disposed of in the designated oil drum in the parking lot. 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.
19. Under no circumstances may a Boat Owner 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 revving 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. Any noise which can be heard further than two slips from the boat will be considered to be too loud.
21. For the safety of all concerned, if the Boat is to be occupied by a person other than the Owner, the Marina must be contacted in writing.
22. 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.
23. 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.
24. All connections made by the Boat Owner to electrical receptacles shall be approved by the Dock Master.
25. This Marina has a "NO DISCHARGE POLICY" in effect.
26. Power tools may be used to aid in performing minor repairs and improvements to boats under the following conditions:
 - (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

are 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. The Marina reserves the right to charge the Boat Owner for the removal of debris left on Marina grounds.
27. 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, RF connection (cable TV), departure date, etc. A credit to your account will be issued only if the Marina Administrative Office is notified, in writing, prior to any such changes. A box for this purpose is provided outside the Security Office or changes can be mailed to: Gangplank Marina, Attn: Assistant Dock Master, 600 Water Street SW, Washington, DC 20024-2488.
 28. Recreational Slipholder (non-liveaboard) may spend no more than four nights aboard his/her vessel during any one week period (Sunday to Sunday). He/She may not receive any mail at the Marina. He/She must maintain a separate landside legal residence and may not utilize the marina address on any governmental issued identification or represent to any individual or governmental entity the Marina as his/her residence.
 29. Vessel owners, immediate family (first degree of consanguinity) or significant other co-habiting persons may reside on a "liveaboard" vessel. The maximum number of people allowed to live aboard a vessel is four unless authorized by Marina Management.
 30. No vessel shall be permitted entry to the Marina which 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 which 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."

- (g) 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.

Commercial and Foreign Flagged Vessels

- (c) No commercial vessel shall operate auxiliary power for more than thirty minutes prior to embarkation or for more than thirty minutes after disembarkation.
- (d) 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.
- (e) 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.
- (f) 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."

- 31. 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.
- 32. 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.
- 33. 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 _____

2012-13 SCHEDULE OF FEES

Effective: January 1, 2012



RATE IS GUARANTEED FOR PERIOD ONLY WHEN PAID IN ADVANCE

<u>SLIP FEES – (Per Foot Per Month)</u>	<u>ANNUAL</u>	<u>1-11 Months</u> (Seasonal)	<u>COMMERCIAL</u>
PIER HEADS & T1 – T 10*	\$15.50	\$17.50	\$17.50
A thru I DOCKS – Slips 3&4 (Inside "T") & Bulkheads	\$12.00	\$15.00	\$15.00
A thru K DOCKS (All other slips)	\$11.50	\$14.10	\$14.10

ANNUAL CONTRACT PAYMENT OPTIONS & SURCHARGES: 1 Payment +0%, 2 Payments +5%, 4 Payments +7.5%, 12 Payments +10%

ELECTRICITY: Electricity for Annual and Seasonal slipholders is metered separately and billed monthly

LIVEBOARD FEES: \$150 per month (Includes scheduled pump outs)

COMMERCIAL VESSEL EMBARKATION / DEBARKATION: \$175

TRANSIENT: (No Parking Included)

DAILY SLIP FEES: \$1.50 per foot per day
WEEKLY SLIP FEES: \$9 per foot per week
ELECTRICITY: 30Amp = \$5 per day per power cord
 50Amp = \$10 per day per power cord

MONTHLY SLIP FEES (1x only): \$14.10 per foot per month (PLUS \$150 Cruiser fee – does not include pumpouts)

ELECTRICITY: Metered

<u>DOCK LOCATION</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>K</u>	<u>T</u>
SLIP SIZE (in feet)	50	60	45	35	30	40	40	40	40	22	45-85
DEPTH (floating docks-depth to truss)	6/6	6	7/6	5	5	6	6/4	6/4	5	5	(See NOTES below)

(*Commercial vessels on T1 to T10 pay commercial rates, private vessels in these slips pay rates shown above.)

All Slip 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. Boats must enter the marina under their own power. Insurance (\$500,000 liability and marina named as an additional insured), proof of ownership, and an inspection or survey (not more than two (2) years old) will be required before admitting the boat for dockage at the marina.

NOTES:

1. **'T' DOCK TRUSS CLEARANCES:** T 1, 4, 5, 6, & 10 – NO TRUSSES (Underwater between finger piers) T 2, 3 & 7 = 7'4". T 8 & 9 = 6' 10"
2. **AUTOMATIC MONTHLY CREDIT CARD PAYMENTS:** A \$25.00 decline fee will be assessed if your credit card is declined.
3. **LATE FEES AND SERVICE CHARGES:** All slip fees are due and payable by the first of each month. Charges not paid within ten (10) days from date of invoice are deemed past due. Past due amounts outstanding are subject to interest at a rate of 1.5% per month or the maximum allowable by law.
4. **CANCELLATION POLICY:** The language in our slip license agreement states that no refunds will be given unless the slipholder is asked to leave the marina by Marina Management. Slipholders who volunteer to leave the marina prior to the end of their slip license agreement ending date will not receive a refund. The slip license agreement is a contract.
5. **WHEN DO YOU BEGIN TO PAY?** The requirement to pay slip fees begins with the signing of the Slip License Agreement, whether the boat is in the slip or not yet arrived in the marina. Billing will commence upon renting the slip.

PUMP OUT FEES:	\$12 (Recreational scheduled) \$25 (Commercial scheduled) \$50 (Emergency / non-scheduled)
COMCAST CONNECTION:	\$35 per month (or any portion thereof) (provides BASIC cable TV)
DINGHY DOCK:	\$10.00 per day (paid in advance) – See Gate Passes (*) (Includes Dinghy Dock, Restrooms, Showers, and Laundry)
WATER ACCESS (for Kayaks or Canoes):	\$20.00 per month (paid in advance) –Gate Pass (1) (No Parking Included)
MONTHLY PARKING:	One "courtesy" permit for each slip (for slipholder vehicle) \$75 per month – additional permit \$75 (each – for replacement of lost/damaged tag)
DAILY PARKING:	\$10 per day (transients and guests, issued on an "as available basis")
GATE PASSES:	\$45 Deposit per card (Paid in advance. Deposit refunded when gate card is returned. (*In lieu of deposit, transients must have credit card on file.)
IN MARINA TRANSFER:	\$100 Administrative fee for customer requested slip change
TOWING (within marina):	\$75 Vessels 30 feet or less \$150 Vessels over 30 feet
LINE REPLACEMENT (inadequate or insufficient as determined by marina management):	\$75 Vessels 30 feet or less PLUS cost of line \$150 Vessels over 30 feet PLUS cost of line
DRAINING (dinghy, kayak, bilge, etc.) need determined by Marina Management:	\$50 each time/each vessel

Attachment 4: Addendum – to be Attached