



# 2023 - HMC Vessel Registration



Updated: 12-2022

DATE: \_\_\_\_\_ SLIP #: \_\_\_\_\_

First Name: \_\_\_\_\_ Last: \_\_\_\_\_ Cell: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Vessel Name: \_\_\_\_\_ Vessel Reg #: \_\_\_\_\_

Length: \_\_\_\_\_ Beam: \_\_\_\_\_ Draft: \_\_\_\_\_ Make/Mod: \_\_\_\_\_ Yr: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Insurance Carrier: \_\_\_\_\_ Phone: \_\_\_\_\_

Policy Number: \_\_\_\_\_ EXP Date: \_\_\_\_\_

*A copy of current Vessel Insurance must be included with application.*

### Prime Season (May - July) Rates:

Member Rates:  Daily = \$1.50 ft  Weekly = \$10.00 ft  Monthly = \$13.00 ft  Yearly = \$60.00 ft  
 Guest Rates:  Daily = \$2.00 ft  Weekly = \$12.00 ft  Monthly = \$15.00 ft  Yearly = \$90.00 ft

### Off-Season (August - April) Rates:

Member Rates:  Daily = \$1.25 ft  Weekly = \$9.00 ft  Monthly = \$13.00 ft  Yearly = \$60.00 ft  
 Guest Rates:  Daily = \$1.75 ft  Weekly = \$11.00 ft  Monthly = \$15.00 ft  Yearly = \$90.00 ft

Rate Type: Daily  Weekly  Monthly  Yearly

Dockage Fee: Length: \_\_\_\_\_ X Rate: \$ \_\_\_\_\_ X No. Days/Wk/M: \_\_\_\_\_ = \$ \_\_\_\_\_

### Electrical Rates

Member:  30 amp (.12 Kwh)  50 amp (.15 Kwh)  100 amp (.17 Kwh)  200 amp (.19 Kwh)  
 Guest::  30 amp (.14 Kwh)  50 amp (.17 Kwh)  100 amp (.19 Kwh)  200 amp (.21 Kwh)

Meter Start: \_\_\_\_\_ End: \_\_\_\_\_ = KWH: \_\_\_\_\_ X Rate: \_\_\_\_\_ = \$ \_\_\_\_\_

**TOTAL:** \_\_\_\_\_

Owner: \_\_\_\_\_ HMC: \_\_\_\_\_

Signature

Signature

This Lease is subject to the terms outlined in the following Rules and Regulations:

Liability – Indemnity – Exculpatory Provision – Storm Evacuation



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### VERY IMPORTANT PLEASE READ CAREFULLY

***In the event of a named storm all boats that are not owned by a member must remove their boat from the Hatteras Marlin Club Docks. It is the responsibility of the boat owner to make sure their boat has been removed. The HMC staff is not responsible for notification of event or the moving of the vessel.***

1. As a material part of the consideration to be rendered to Lessor under this agreement, Lessee hereby expressly agrees that vessels, the marina and areas in and around the Lessor's property can be hazardous to both property and persons, hereby posing a substantial risk of damage and injury to both property and person. For example, such hazards include but ARE NOT limited to slips, falls, drowning, prop wash damage, winds, waves, storms, fires, lightning, all similar acts, including acts of God, the elements, vessel collisions and vessel sink.
2. Lessee acknowledges that Lessor has not made any representation or warranties with respect to the nature, suitability, merchantability, fitness or condition of the Slip or Common Areas, except as expressly set forth herein, and that no such warranties or representations shall be implied.
3. Lessee must, at his/her/its own cost and expense, maintain liability and property damage insurance covering such vessel (which insurance must provide primary rather than secondary coverage) with liability limits in amounts sufficient to ensure performance by Lessee of all the exemption, waiver, hold harmless and indemnity provisions contained in the Lease.
4. Including claims involving premises liability or Lessor's negligence and/or other fault, and shall have Lessor expressly identified in the Insurance policy as an additional named insured. Lessee must, in any event, carry liability insurance and property damage insurance, with accidental pollution coverage, with limits of at least \$500,000.00. Lessor requires Lessee to provide evidence satisfactory to Lessor compliance with Lessee's obligations to insure. Each policy shall list Lessor as additional insured and provide that it is not subject to cancellation except after 30 days following written notice to Lessor. Lessee must deliver to Lessor within 15 days of the commitment of the Lease, certificate evidencing the existence of insurance. Lessee's failure to comply with or demonstrate compliance with this provision does not in any way constitute a waiver by Lessor of this provision.
5. Lessor should NOT be considered a safe harbor in and during ANY foul weather, including, but NOT limited to, tropical depressions, tropical storms, hurricanes, or any storm with winds in excess of 30 mph. It is the Lessee's ultimate responsibility to keep informed as to the weather. If Lessee fails to remove vessel from Lessor's premises in these instances, then Lessee agrees that: (1) Lessee and NOT Lessor, is responsible for any loss or damage to the vessel or any loss or damage to other vessels caused by Lessee's vessel during such foul weather even though Lessor may have relocated the vessel or changed its mooring, and (2) Lessee is responsible for any loss or damage to any part of the Lessor's premises including, but not limited to, the Slip, the dock areas, (bulkhead, piers, pilings, and roof structure), walks, floats, gangways, hoists, restrooms and other convenience facilities, dock store, restaurant, landscaping, parking areas, and roads and paths in and around and leading to the Lessor's premises. In the event of a possible encounter with foul weather, the Lessor at its sole discretion may evacuate any vessel(s) at the sole risk and expense of the Lessee(s) of such vessels. Lessor may also take any precautions necessary to protect Lessor's property from damage by the vessel at the Lessee's sole expense.
6. Seaworthy requirements for the vessel shall include but not limited to having the vessel always able to move under its own power, and not to allow any in-flow of water in a fashion that will threaten a sinking, in the opinion of the Lessor. The Lessor assumes no responsibility for the care and keeping of any vessel at any time in the Lessor's premises. Lessee shall provide the Lessor with interior access to the boat for the purpose of caring for any emergency. In the event Lessee's vessel becomes unseaworthy; possess a danger or risk to other vessels; is not properly maintained; appears to have been abandoned, which determination shall be at the sole discretion of the Lessor, Lessor shall have a right to remove Lessee's vessel from its slip and relocate the same to another area of the premises, to include hauling vessel out of the water and any related costs shall be at Lessee's expense. Thereafter, if satisfactory resolutions have not been corrected by Lessee to Lessor's satisfaction, Lessee shall have 10 days to remove said vessel from Lessor's premises. Lessor shall have all rights and remedies as set forth in paragraph 7 of this Lease, to include sale of the vessel.



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7. Payment policy allows the Lessor to add a \$20.00 late charge to those fees not paid by the 5th of the month following billing. A late charge of \$20.00 for each late payment will be made each month for each late payment (cumulative) until the account is paid in full. Should the account be non-paid for 90 days, the Lessor is authorized to double the fee due and the monthly charges. The cost of collection and other certain costs will be assessed such as attorney fees, collection fees, court costs and service fees for private service, and costs of labor for time spent in the process of collection. It is specifically agreed that all charges incurred in the Lessor's premises shall become a Maritime Lien against the vessel and its equipment.

***THE LESSOR IS AUTHORIZED TO HOLD A JUDICIAL OR A NON-JUDICIAL SALE OF THE SECURED PROPERTY TO OBTAIN PAYMENT OF ALL FUNDS THAT ARE DUE. AND MAY PURSUE OTHER METHODS OF COLLECTION OF THE BALANCES DUE UNDER THIS AGREEMENT***

8. Lessee shall not assign this Lease or sublet, underlet or under-lease this space or any part thereof. Leases are non transferable and there shall be no transfer of boats between slips except on prior written approval granted by Lessor.
9. Part ownership of a vessel does not in any way imply an obligation on the part of the Lessor to furnish dock space to any of the partners other than the original signer of this Lease, if the partnership is dissolved for any reason whatsoever. In the event of dissolution of a partnership, all parties shall nonetheless be bound by the terms and conditions of this Lease and be obligated to the Lessor for the payment of all sums due and the performance of all its covenants terms and conditions.
10. Lessee expressly agrees that the Lessor has the sole and exclusive right to assign a boat to Lessee's space should Lessee temporarily remove his boat from same. This space shall be deemed vacant when Lessee's boat is gone for more than 48 hours; Lessee shall be entitled to reoccupy the space only after having given a minimum of 24 hours of notice to dock master as to the exact day Lessee intends to reoccupy the space. If the Lessee fails to reoccupy the space on the date advised, then Lessee's notification of intent to occupy the space shall be void. In no event shall the provisions of this Paragraph entitles Lessee to any reduction, refund or abatement of the annual fee or any part thereof or any fees collected by Lessor.
11. Lessee shall be liable for damages to docks, structures, and pilings caused by Lessee's vessel or Lessee's use of the facility.
12. Lessee shall not make any alterations of the slip, piers, finger piers, electrical service, water system or any other utility service without the Lessor's prior written consent
13. The Lessor's facilities may not be used in any manner by Lessee for commercial business. There shall be no chartering, yacht sales, equipment sales, or demonstrations by Lessee at any time or signage soliciting such activities.
14. Noise sufficient to generate complaints shall not be allowed. Laundry shall not be placed in public view for drying or any other purpose.
15. Pets, when on Lessor's property, shall be on a hand -held leash at all times. Pets shall not be allowed to go to the bathroom at the head of the docks. The designated pet area is the only area allowed for a pet to use the bathroom. Whenever pet soils, the soiling shall be removed immediately. Failure to comply with these rules may result in cancellation of Lease.
16. Refuse and collection of trash shall be the Lessee's responsibility and shall be placed in the containers for that purpose. OILS AND CHEMICALS SHALL BE REMOVED FROM THE PROPERTY. IMPROPERLY HANDLED OILS AND CHEMICALS SHALL BE CAUSE FOR THE CANCELLATION OF THIS LEASE BY THE LESSOR AND COST OF CLEAN UP, CHARGED TO THE LESSEE AND OR THEIR INSURANCE CARRIER.
17. OPEN FIRES AND CHARCOAL GRILLS ARE NOT ALLOWED ON THE LESSOR'S DOCKS.



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18. The Lessee agrees to comply with the Lessor's Rules and Regulations as appended to this Lease and as the same may be modified from time to time in the Lessor's sole and absolute discretion. Breach of this Lease or violation of these rules is cause for immediate termination of the Lease. In that event the Lessor may remove the boat from its space at the Lessee's expense and regain possession of the space. Lessee expressly agrees that the Rules and Regulations, and any subsequent rules and regulations adopted by the Lessor with respect to use of Lessor's facilities are hereby incorporated into and made a part of this Lease.
19. LIVEABOARDS - A vessel will be deemed 'Live Aboard' beginning with the first month anyone spends 15 or more days and/or nights aboard the vessel. A monthly liveaboard fee of \$300 will be billed to the Lessee for each qualifying vessel. Live Aboard fees cannot be prorated.
20. OWNER must maintain Protection & Indemnity including pollution spill liability with a combined single limit coverage of not less than \$500,000 per occurrence or such other amount that HMC may reasonably determine and approve in advance. This Agreement does not constitute a bailment.
21. The OWNER retains exclusive care, custody and control of the vessel and its contents at all times. The OWNER is solely responsible for the vessel and its contents. Hatteras Marlin Club assumes no responsibility or liability for the safe dockage or maintenance of the vessel.
22. The OWNER is solely responsible for the maintenance and tie -up of the vessel.
23. The OWNER is solely responsible for the proper operating condition of the vessel's equipment and for the size and condition of the dock lines.
24. The OWNER shall be liable for any damage caused to HMC, including docks and pilings, by the OWNER or the vessel.
25. While HMC may take reasonable efforts to control entry of unauthorized persons onto HMC docks, HMC does not warrant that unauthorized persons will not board the vessel; accordingly, the OWNER is solely responsible for the security of the vessel. HMC shall not be liable for any damage or loss, whether by theft, negligence, or otherwise, to any vessel, person or property.
26. The OWNER warrants that the vessel is fully covered by complete hull, causality, property damage, and adequate liability insurance and that the vessel shall remain so covered during the term of this Agreement and at any time the vessel is at HMC. HMC shall be entitled to assume that such insurance is carried and HMC shall not be required to examine policies to this effect, although such policies shall be produced by the OWNER for examination upon request by HMC.
27. The OWNER indemnifies and holds HMC harmless against any loss, suit, damage, or claim to or on behalf of any person including the OWNER and the vessel which arises out of the use of the dockage space or HMC facilities, whether or not such loss, suit, damage, or claim is based on negligence of HMC or any other party.

***THE PERSON SIGNING BELOW DOES HEREBY CERTIFY THAT THE DESCRIPTION OF THE BOAT SET FORTH ON THE COVER PAGE TO THIS LEASE IS CORRECT AND THAT HE/SHE IS THE OWNER OF THE VESSEL HEREIN ABOVE DESCRIBED OR IS AUTHORIZED TO SUBJECT SAID VESSEL TO THE PROVISIONS OF THIS CONTRACT.***

AGREED TO BY:

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Hatteras Marlin Club