

ROCKINGHAM MARINA
639 Rockingham Road
Gray, TN 37615
(877) 651-3625 (Phone and Fax)

Please mail all correspondence to:
Rockingham Holdings, LLC
127 Dillon Court
Johnson City, TN 37615

DOCKAGE CONTRACT AND AGREEMENT

This Dockage Contract and Agreement made this _____ day of _____, _____ by and between ROCKINGHAM HOLDINGS, LLC ("RHLLC") and BOAT OWNER ("Owner"):

Whose contact information is:
ADDRESS _____ CITY _____ STATE _____ ZIP _____
HOME PHONE _____ WORK PHONE _____ MOBILE PHONE _____
EMERGENCY PHONE / CONTACT INFO _____
EMAIL ADDRESS _____

Whereas, RHLLC is the owner of Rockingham ("Marina"); and
Whereas, Owner wishes to keep the following Vessel at Marina:

Vessel ("Vessel"): _____ Registration Number: _____
Length overall in feet (include overhangs, sprits, swim platforms, etc): _____ Depth: _____ Beam: _____
Make: _____ Model: _____ Year built: _____ Fuel: _____
General description of Vessel and any pre-existing damage: _____

Now therefore, it is hereby agreed as follows:

- Dockage:** RHLLC grants Owner a license to dock Vessel at the Marina from _____ to _____.
- Term:** The term of this Agreement shall be for a twelve (12) month period, provided however, that unless either party shall not give written notice to the other not less than sixty (60) days prior to the twelve (12) month anniversary of the first term of the Agreement and if extended, for each additional extended twelve (12) month term, that it/he does not wish to renew for an additional twelve (12) month term, this Agreement shall automatically renew for an additional twelve (12) month term. All cancellation notices must be given in writing. No oral representation will be binding.
- Slip:** The rented location shall be called the "Slip" and is normally construed to include only the open portion of the dock structure defined by but not including the fingers or head walkways, and normally occupied by the Vessel. Exclusive claim to or use of common areas is not included herein. RHLLC assigns Vessel to Slip _____. However, RHLLC reserves the right to alter slip configuration or move Vessel to any other slip within the marina for any reason.
- Dockage Fee:**
ANNUAL RATE.....\$ _____
PAYMENT.....\$ _____
BALANCE DUE.....\$ _____
- Payments:** Annual payment in full, payable 30 days in advance of end of Term.

Failure to make payment in full as specified here shall immediately cancel only the Slip use portion of this Agreement.

- Rate Changes:** Any changes to the Annual Rate will be posted at the Marina office 60 days in advance of change.
- Lien Rights:** The Marina shall have the right to lien against the Vessel for Dockage Fee and Payment and for all other sums due from Owner to the Marina for work done and materials furnished until the same have been paid as provided by the Tennessee Code Annotated 66-19-211 and 212, and the Owner agrees to pay attorney fees if the services of an attorney are used to enforce the terms of this Agreement.
- Slip As-is Condition:** Before bringing Vessel to Marina, Owner agrees to inspect Slip and report any problems or concerns in writing to RHLLC. Owner shall not bring Vessel to Marina until satisfied with the condition of Slip. By bring Vessel into Marina, Owner agrees to accept Slip in "as-is" condition.
- Vessel Condition:** The Owner shall maintain the Vessel in good and safe mechanical condition at all times. The Marina shall have the option to enter the Vessel for the purpose of preserving the safety of the Vessel or others, to move the Vessel, or to inspect the Vessel for unsafe conditions, illegal, or safety hazards.

10. Specific Vessel Only: This agreement is only for the specific Vessel listed above. Owner may not sublet to any other boats or substitute any boat without written permission from RHLLC.
11. Transient Use of Slip: RHLLC provides seasonal dockage at a discount. Intended in this rate is RHLLC's ability to rent slips on a transient basis when Vessel is away from Marina for more than 24 hours. Before Vessel departs Marina for more than 24 hours, Owner shall inform RHLLC of departure date and time as well as date and time of return.
12. Buy Back of Slip: RHLLC wishes to increase the visibility and prestige of the Marina and to encourage public participation. To achieve this goal, RHLLC wishes to bring various events to the Marina such as boat shows, regattas, etc. Accommodating these events at the Marina may require Vessel to depart the Marina for specific periods of time. RHLLC reserves the right to buy back the Slip for any period of time. If a Buy Back is used, RHLLC will credit Owner a pro-rated portion of the Dockage Fee.
13. Private Use: This Agreement is for private use of the Slip. If Owner intends to use Vessel for any business purposes whatsoever, including but not limited to chartering, client entertainment, brokerage, etc., a separate agreement with RHLLC will be required. Failure to disclose a business use is cause for RHLLC to terminate this Agreement.
14. Transferability: This Agreement and any rights granted herein to the Owner shall not be assigned or transferred by him.
15. Rockingham Marina Rules & Regulations: Owner agrees to be bound by all Rockingham Marina Rules and Regulations which are on file at the RHLLC office and which can be amended at any time by RHLLC at its sole discretion.
16. Insurance: Owner agrees to keep the Vessel fully insured against all reasonable perils, and to maintain full liability coverage (\$300,000 or the value of the Vessel, whichever is greater) throughout the term of this Agreement. RHLLC and/or the Marina will not assume any responsibility for loss or damage by theft, fire, act of God, or otherwise to the Vessel, or other property or contents thereof. RHLLC and/or the Marina does not carry insurance for the same. Owner shall be held fully responsible for any spill and/or pollution caused by Vessel and/or actions.
17. Indemnification: Owner shall indemnify, defend and hold harmless RHLLC, Marina, their agents, officers, and employees, from any costs, expenses, damages and against all claims, demands, loss, damage liability lawsuits, causes of actions, including judgments and attorney fees for damage to property or injury to third parties resulting or arising from Owner's or Vessel's use of the Slip or the Marina. RHLLC will not assume any responsibility for any injuries to Owner, Owner's family or guests while on Marina premises or within the boundaries or Marina property. Owner agrees that, in the event any damage is caused to the Owner's Vessel or property by the vessel or property of another owner, RHLLC has no liability whatsoever to either party.
18. Termination: Any breach or failure on the part of Owner to fulfill any part of this Dockage Agreement or to abide by the Rockingham Marina Rules and Regulations shall give RHLLC the right to cancel the Agreement without prior notice. If RHLLC terminates this Agreement, Owner agrees to immediately remove its Vessel from the Marina. In the case of failure to do so the Marina, without further notice, notice being expressly waived – may immediately enter said Vessel and any property of any kind thereof contained, removed and put out and leave same at any place the dock may determine at the risk of the Vessel Owner.
19. Attorney Fees and Costs of Suit: In the event it becomes necessary for RHLLC to retain the services of an attorney to enforce any provision of this Dockage Agreement, the Owner agrees to pay all attorney fees and costs of the suit incurred by RHLLC.
20. Severability: If any part of this Agreement is held or ruled invalid or unenforceable, the other provisions remain in full force and effect.
21. Entire Agreement: This Agreement constitutes the entire understanding between parties and supersedes any prior existing verbal or written agreements. This Agreement may be modified only by further written agreement signed by each party.
22. Governing Law: This Agreement will be governed by the laws of the State of Tennessee.

In Witness Whereof, the parties hereto have set their hands on the date first above written.

Rockingham Holdings, LLC

Owner
