

"Philadelphia's Center City Marina"

31 N. Columbus Boulevard
Between Market St. & The Ben Franklin Bridge
Philadelphia, PA 19106

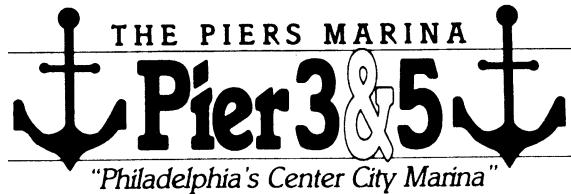
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CONTRACT SLIP RATES

Summer Season	(May 1 through Oct. 31)	\$75/ft.
Winter Season	(Nov. 1 through April 30)	\$40/ft.
Annual Contract		\$110/ft.

(Seasonal Payment In Full is required before start of season.
 Annual Contracts, with approved credit and a security deposit,
 may be paid monthly with an additional 10% handling charge.
 Pier 5 Marina charges a 40-foot minimum.)

TRANSIENT SLIP RATES

Monthly	\$17/ft.
Weekly	\$8/ft.
Daily	\$1.50/ft.

- **Docks:** All floating docks with finger piers alongside each slip
- **Water:** Fresh water connection and usage is included with the price of a slip.
- **Electric:** Each slip is powered for either 30 or 50 amp service. Electric usage is metered and billed monthly.
- **Cable:** Each slip is wired for cable or DirectTV; service is arranged directly by slip-holders with the cable provider.
- **Wireless Internet:** Each basin has a secure wireless network, available for a monthly fee.
- **Facilities:** We offer clean private rest rooms and private showers.
- **Laundry:** Coin-operated laundry is available onsite 24 hours a day.
- **Ice:** Ice is available for purchase onsite through the marina office.
- **Parking:** Marina tenants have access to discounted, group-rate parking spaces at Penn's Landing.
- **Boat US Discount:** We offer a 10% discount on transient slips for all current Boat US members.

MARINA SLIP LEASE AGREEMENT

This **Marina Slip Lease Agreement** is entered into this ____ day of _____, 20__ __, between THE PIERS MARINA ("OWNER") having an address at 31 N. Columbus Boulevard, Philadelphia, PA 19106, and _____ ("TENANT"), with an address of _____, and telephone number of (_____) _____, and e-mail address of _____

RECITALS

OWNER is the owner of that certain marina ("MARINA"), located between Pier 3 and Pier 9 on N.Columbus Blvd., Philadelphia, PA.

TENANT is the owner of the below described vessel ("BOAT"), and desires to obtain a lease of a slip in the marina for dockage of the boat. For purposes of this agreement, the term "BOAT" shall include not only the aforementioned vessel, but also all fixtures thereto and all personal property located thereon or used in connection therewith.

Now, therefore, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt whereof is hereby acknowledged, owner hereby leases to tenant the right to use a slip in the Marina upon the Terms and Conditions of the Marina.

Name of Boat: _____ Manufacturer: _____

Registration (State, or U.S.C.G. Document) No: _____

Sail ____ft or Power ____ft and Beam ____ft and Draft ____ft Electrical requirements: 30 AMP or 50 AMP

Insurance Carrier: _____ Policy Number: _____

Agent: _____ Agent Tel: _____

Tenant Business Address: _____

Tenant Business Telephone: (_____) _____

Emergency Contact Name: _____ Phone: (_____) _____

Term (circle one): Annual | Summer | Winter . Begins ____Day of _____, 20__ __ and Ends: ____Day of _____, 20__ __
(If no termination date is filled in, contract automatically renews on a month-to-month basis with a 60-day termination option by either party)
Rental fee: \$ _____ payable (circle one) Monthly (see next page), Annually, or Seasonally (By Nov. 1 for winter, May 1 for Summer) to THE PIERS MARINA, with a \$10 per day late fee for amounts past due, and any action in accordance with paragraph 5 of the attached Terms and Conditions, and with a charge of (13 cents) \$0.13 per kilowatt hour of metered electrical usage.

The Terms and Conditions attached hereto and the Rules and Regulations of the Marina as same may be amended from time to time, along with credit card authorization where applicable, are integral parts hereof as fully as if same appeared above the signatures of the parties. Tenant hereby acknowledges receipt of a copy of the current Terms and Conditions and Rules and Regulations of the Marina contemporaneously with the execution of this agreement. Tenant further acknowledges reading such Terms and Conditions and Rules and Regulations and agrees to be bound by the same.

TENANT:	THE PIERS MARINA
_____	by: _____
(signature)	(signature)
_____	_____
(date)	(date)

Payment for the entire term of a slip rental contract is required before the start of the term. Monthly payment plans will only be permitted if the tenant keeps a credit card or debit card number on file in the Marina Office and pre-authorizes automatic monthly charges.

AUTOMATIC MONTHLY CREDIT CARD AUTHORIZATION

I hereby authorize Owner to automatically charge my credit/debit card specified below the amount of \$_____ on or about the first day of every month through the term of my slip rental agreement, plus an additional amount equivalent to \$0.13 per each kilowatt hour of electric metered on the receptacle for my slip.

I further agree to notify Owner if my credit card becomes inactive. I also authorize Owner to bill to my card a late fee of up to \$10 per day if a regular credit card charge is rejected by my bank/finance company.

The Credit/Debit card to be charged is as follows

CREDIT/DEBIT CARD TO BE CHARGED

TYPE OF CARD: VISA Master Card

Name of Account Holder on Card: _____

Billing address for Card: _____

City _____ State _____ Zip Code _____

Card Number: _____ Expires ____ / 20__

Security/ V Code: (Three digits on signature line on back of card): _____

Name of Tenant: _____ Signature of Tenant _____ Date __/__/__

TERMS AND CONDITIONS

1. **Rental Fee:** The Rental Fee is payable at the time of execution hereof by Tenant per the following Schedule with one-hundred percent (100%) due on or before Day of _____, 20__

\$ _____ Due on or Before ____Day of _____, 20__

\$ _____ Due on or Before ____Day of _____, 20__

\$ _____ Due on or Before ____Day of _____, 20__

Failure to remit the Rental Fee by the above dates will result in this Agreement becoming null and void and the Owner will then have the right to re-lease the Slip. All payments made hereunder are non-refundable ten (10) days after receipt regardless of circumstances.

2. **Description of Slip:** Owner leases to Tenant the Slip described on the first page hereof ("Slip"), together with the nonexclusive right to use all pilings and fixtures intended for use with the Slip. Owner reserves the right in its sole discretion, and at any time, to change Tenant's Slip to another comparable slip in the Marina. Tenant agrees to move the Boat to the newly designated slip within twenty-four (24) hours following receipt of notice of the change. If Tenant fails to move the Boat to the newly designated slip, Owner shall have the right to move the Boat to the new slip without incurring any liability for loss or damage to the Boat or Tenant.

3. **Term of Lease:** The Lease Agreement shall commence and terminate on the dates shown on the first page hereof, unless sooner terminated, as provided herein.

4. **Use of Slips:** The Lease herein granted is a non-exclusive personal, revocable and unassignable privilege to use the Slip for dockage of the Boat and is not a grant of an interest or share in Owner's right, title or interest in the Marina or submerged lands below the Marina. Tenant will not use or permit the use of the Slip or any part thereof for any unlawful or commercial purpose other than the business of chartering the use of the Boat (in such fashion permitted by Owner) and shall not do or permit any act or thing which would impair the value or usefulness of the Slip or any part thereof or of the Marina or which would constitute a public or private nuisance or waste or which would be a nuisance or annoyance or damage to Owner or other users of the Marina, or which would invalidate any policies of insurance, or increase the premiums thereof, now or hereafter written on the Marina. In the event Tenant uses the Slip for purposes not expressly permitted herein, Owner may revoke this Lease Agreement without notice to Tenant.

5. **Lien for Fees:** Tenant hereby grants to Owner a lien on the Boat for any fees payable under this Lease Agreement which are not paid to Owner when due and Owner may pursue all legal and equitable remedies to perfect and foreclose said lien. The right of enforcement of the lien herein granted to Owner shall be in addition to any and all other rights and remedies available to Owner hereunder or in connection herewith and shall not in any manner alter, waive or abrogate Tenant's personal liability hereunder.

6. **Liability:** Owner's leasing of the Slip to Tenant shall in no manner constitute a bailment of the Boat. Tenant assumes all risk of injury, death or damage to himself, his family members, guests, invitees, permittees and the Boat and its contents and appurtenances, resulting from the use of the Slip and the Marina. Owner makes no express or implied warranties or representations as to the condition of the Slip, other slips, docks, piers, gangways, wharfs or ramps and undertakes no duty to advise Tenant of any hazardous conditions requiring the attention of Tenant. Owner shall not be liable for any injury to persons or property occurring at the Marina, or any theft of or from the Boat, regardless of whether or not the loss or claim results from Owner's negligence.

7. **Indemnity of Owner:** Tenant acknowledges and agrees that Tenant has inspected the Slip and has found same to be suitable for Tenant's intended uses thereof. Owner shall have no liability for the care or protection of the Boat and Tenant agrees to indemnify and hold Owner harmless against any loss, damage or claim arising out of Tenant's (or Tenant's family members', guests', invitees' and permittees') use of the Marina or the operation of the Boat in the Marina, whether or not the loss, damage or claim results from Owner's negligence. The foregoing shall include Tenant's obligation to pay all attorneys' fees and court costs actually incurred by Owner in connection with any matter covered by the foregoing, regardless of whether suit is brought or any appeal is taken therefrom.

8. **Insurance:** Tenant covenants and agrees to at all times maintain in full force and effect comprehensive bodily injury and property damage liability insurance with a minimum limit of Five Hundred Thousand Dollars (\$500,000.00) per person. Such insurance shall cover all property damage, personal injury or death arising from or connected with the use of the Marina, Slip or Boat, and mooring of the Boat, by Tenant and Tenant's family members, guests, invitees and permittees. Tenant agrees, and the insurance policy shall provide, that Tenant's insurance shall at all times be primary, regardless of whether or not Owner has any collectible insurance. Tenant shall provide a true, correct and complete copy of the insurance policy (with all endorsements) maintained by Tenant pursuant hereto.

9. **Vessel Condition:** Tenant shall maintain vessel in seaworthy condition and shall maintain current state registration (even if federally documented). Under no circumstances will any vessel have an open, direct discharge of a sanitation device. Tenant agrees to allow Owner to permanently lock closed any discharge thru-hulls. Tenant consents to periodic boat inspections by Owner representative with 48-hours notice. Tenant also agrees to have a periodic (seasonal or annual) U.S. Coast Guard Vessel Safety Check (VSC) by a USCG approved Vessel Examiner and to provide a copy of such inspection to the Owner. Such inspections shall be scheduled by the Owner, and Tenant agrees to work with Examiner to carry out inspection within two weeks (14 days) of it being requested by Owner. Owner may, at its discretion, require Tenant to correct any deficiencies identified in the VSC, and Tenant agrees to correct such within two weeks (14 days).

10. **Rules and Regulations:** Tenant, on behalf of itself, its invitees, agents and guests, agrees to comply with the Rules and Regulations for the Marina as may be adopted, amended or modified from time to time. A copy of said Rules and Regulations as they exist on the date hereof are attached hereto and made a part hereof. Without limiting the generality of sections 8 or 9 of this Agreement, Tenant acknowledges and agrees that the Rules and Regulations of the Marina are for the benefit of Owner (although Tenant shall be liable to all users of the Marina for any personal injury, death and property damage arising from or connected with Tenant's violation thereof). Accordingly, Owner shall not be required to enforce, nor liable to Tenant for not enforcing, any of such Rules or Regulations.

11. Electrical and Water Services: Electrical service will be provided to Tenant at the cost shown on the front page hereof. Tenant will be invoiced for such charges from time to time, and Tenant agrees to pay the charges within five (5) days of receipt of such statement. Water service will be provided to Tenant at no additional cost and is to be used thoughtfully without deliberate waste. Tenant shall be solely responsible for paying all other utility charges and complying with all requirements imposed by the provider of all utility services.

12. Termination: This Lease Agreement may be terminated by Owner, in Owner's sole discretion, upon the breach of any of the provisions of this Lease Agreement by Tenant (including, without limitation, the Rules and Regulations of the Marina, as amended from time to time) and Tenant's failure to cure such breach after five (5) days after written notice to Tenant of such breach.

Upon termination of this Agreement pursuant to this section or any other provision hereof, Tenant shall immediately remove the Boat from the Marina. Upon Tenant's failure to remove such Boat, Owner may (but shall not be required to) cause the Boat to be removed and to be moored, berthed or stored in the name of Tenant at any other place in Philadelphia, Pennsylvania, or Camden, New Jersey and Tenant shall pay (or reimburse to Owner, as applicable) all fees, costs and charges incurred in connection therewith. Owner shall not be liable for any loss, damage, or theft of, to or from the Boat if Owner causes the aforesaid removal to be made.

13. Waiver: The waiver or forbearance by Owner of the enforcement of any of its rights or remedies under this Lease Agreement shall not constitute a continuing waiver or waiver of any other right or remedy provided for in this Lease Agreement.

14. Severability: In the event any provision of this Lease Agreement is held to be unenforceable, the remainder of this Lease Agreement shall be undisturbed and remain in full force and effect.

15. Entire Agreement: This Lease Agreement constitutes the entire understanding between the parties. No representations, except as herein expressly set forth, have been made by any party to the other, and this Lease Agreement cannot be amended or modified except by a writing, signed by Owner and Tenant, during the term of this Lease Agreement, which writing specifically states that it is an amendment or modification hereto.

16. Litigation: In the event any litigation arising under or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including those for appeals.

17. Interpretation: If more than one party signs this Agreement as Tenant, both or all of such parties shall be jointly and severally liable for the performance of all obligations of Tenant hereunder and, generally, shall be bound by all of the terms and provisions hereof. This Agreement shall be interpreted in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

18. Assignment: The Lease herein granted is personal to Tenant and may not in any manner be assigned, sold, pledged or encumbered, and any attempt to do so shall be automatically null and void. Owner may assign its interest in and under this Agreement, without Tenant's consent, in connection with any conveyance, transfer, assignment, pledge, master lease or encumbrance by Owner of any interest in the Slip or Marina.

RULES AND REGULATIONS OF THE MARINA

All terms used herein shall be as defined in The Marina Slip Lease Agreement and herein.

1. All vessels and users of the dock facilities at the Marina ("Tenants") shall comply with all federal, state and local rules and regulations pertaining to the operation and maintenance of vessels.
2. When a vessel enters the Marina, it immediately comes under the jurisdiction of the Harbormaster of the Marina ("Harbormaster"). All licensees shall comply with the Rules and Regulations of the Marina, as same may be amended from time to time.
3. Tenant and vessel operators and guests shall adhere to all speed regulations when operating within the Marina, entrance, channels and adjacent waters and such vessels shall be operated safely and prudently. Vessels operating in the night time in the Marina shall be properly equipped with navigational lights and shall be operated in accordance with all applicable provisions of federal and state maritime operating procedures. No vessels shall be operated in the Marina so as to create a wake and under no circumstances shall a vessel be operated in excess of the established speed limit. In the event anyone operates the vessel in a negligent manner to cause an excessive wash/wake, then the vessel's owner, regardless of whether he is the operator of the vessel, shall be responsible for any resulting damage. Each owner of a vessel moored at the Marina acknowledges and assumes the risk of damage of his vessel from the wash/wake of other vessels in the Marina and in the channel of the river due to its proximity to the Marina and specifically releases the Owner of any liability for any such resulting damage. Each Tenant also releases the operators of other vessels from such resulting damage, unless the other vessel is operated in a negligent manner under the circumstances.
4. Only pleasure vessels and boats for charter in good condition and under their own power, of a size and type acceptable to the Harbormaster shall be permitted in the Marina. Notwithstanding the aforementioned, chartering or soliciting for charter or sale is expressly prohibited on the Marina premises without the prior written approval of Owner. Tenants are also prohibited from permitting a vessel to be used by someone other than the Tenant unless the Harbormaster is advised in advance.
5. In the event that a vessel has, as a part thereof or affixed thereto, an appurtenance (such as diving platform or bowsprit), the length of which, when added to the length of the vessel, is greater than that of the vessel's slip, then such appurtenance may encroach beyond the vessel's slip so long as: (a) it does not encroach over any other slip, dock or pier, (b) where the appurtenance is part of or affixed to the bow of the vessel, the vessel is moored in its slip stern first and (c) the encroachment does not interfere with navigation over Marina waters, entrance channels and adjacent waters.
6. Tenants are solely responsible for the proper mooring of their boats and are required to maintain mooring lines in good condition and of sufficient strength to secure their boat at all times. In the event of adverse weather or tidal conditions, Tenants shall take all necessary precautions for the safety of their boats and the property of others and the Marina. Tenant shall be responsible for any and all damage incurred as a result of the boat's movement away from its moorings. Tenant shall be responsible for all damage that such boat and its appurtenances causes to any property and the Marina. Owner shall not under any circumstances be responsible for any damage that might occur to the boat or other property. In the event the vessel is not properly moored in the opinion of the Harbormaster or other Marina employees, the Harbormaster may take all necessary action to properly moor the vessel and Tenant shall be liable for reimbursement of the cost thereof within (15) fifteen days of being notified of the action taken.
7. Tenants shall maintain their vessels in seaworthy condition, with due regard to fire and safety hazards, and shall be responsible for pumping their vessels when needed. Vessels showing unusual leakage must be repaired or removed from the Marina. In the event of an emergency during the absence of the Tenant or boat owner, or user, the Owner has the right, but not the obligation, to make necessary repairs and/or to secure the vessel, the cost of which shall be borne by the Tenant. It is the responsibility of the Tenant whose vessel shows unusual leakage to report the hazard immediately to the Harbormaster. Should any vessel sink in the Marina, it shall be the responsibility of the Tenant thereof to remove the vessel from the Marina within forty-eight (48) hours without cost, expense or damage to the Marina. In the event such sunken vessel is not removed as provided herein, the Tenant's vessel may be removed from the Marina at the Tenant's sole cost and expense.
8. Tenants shall keep their slips and adjacent docks free and clear of debris, bottles, papers, trash and unsightly materials at all times.
9. Each Tenant or operator of a vessel using the Marina or channels adjacent to the Marina, assumes all risk of loss or damage to such vessel and property owned by such Tenant which may be sustained in the Marina or channels. Owner, its successors and assigns and each of their officers, directors, partners, agents, employees and members shall have no liability or responsibility for any loss or damage to any person or property.
10. Employees of the Marina are not to perform or be requested to perform personal services for Tenants. The Harbormaster shall be solely responsible for directing and supervising employees of the Marina. In the event that any Marina employee performs such services for a Tenant (regardless of when they are performed), such employee shall be considered as acting as agent of the Tenant and outside the scope of the employee's employment by the Marina and Owner shall not be responsible in any manner for such employee's negligence, tortious acts, injuries and remuneration.
11. The sidewalks, slips, docks, piers, catwalks, entrances and like portions of the Marina ("common area") shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Marina; nor shall any carts, tables, maritime equipment or other objects be stored anywhere in the Marina, except on the vessels, and in dock boxes, if any, installed by or approved by the Harbormaster: No lockers, chests, cabinets or similar structures shall be installed by a Tenant without the prior written approval of the Harbormaster, which approval the Harbormaster, shall have the right to grant or withhold in his sole discretion.
12. Piers are to be kept clear at all times. Storage of loose gear is not permitted on piers. Fires are not permitted on vessels or docks. The finger pier between slips is for the use of vessels on each side only. Location and use of private gangways shall be determined by the Harbormaster. A single gangway may not block another vessel. No hoses are permitted on the docks except when in use. Hoses shall be stored on designated hose racks when not in use. No sanding or scraping of boats or gear is allowed in the marina.

13. Refuse, trash or garbage shall not be thrown overboard. Garbage shall be deposited only in receptacles supplied for that purpose. No person shall discharge any substance whatsoever from any vessel into the Marina waters or adjacent channels. No flammable, combustible or exposed fluids, chemicals or substances (other than fuel and oil in the vessel's engine system) shall be kept in any slip, vessel or in the Marina; providing, however, that solvents and cleaning substances may be kept in approved containers if stored in a safe manner and in accordance with applicable fire codes and Marina insurance requirements. Under no circumstances shall batteries, oil, fuel, antifreeze or flammable or hazardous materials, or rags or other materials saturated with such materials, be disposed of within the marina.

14. Advertising or soliciting shall not be permitted on or from any vessel moored at the Marina nor shall "For Sale" or "For Charter" or "For Hire" or any other signs be placed on vessels at any time, and Marina employees are authorized to remove signs in violation of this provision.

15. Noise shall be kept at a minimum at all times. Tenants shall use the utmost discretion in operating main engines, radios, televisions, and other equipment so as not to create a nuisance or disturbance. Musical instruments, phonographs, radios, televisions, or any other noise emitting devices of any nature shall not be played at a volume which can be heard outside the craft between the hours of 9 p.m. and 9 a.m. Excessive noise is prohibited at all times. No profanity, intoxication, abusive conduct or actions which might interfere with the rights, comforts and convenience of others, nor any illegal actions will be permitted at the Marina. The running of engines is permitted for warm-up purposes only (5-10 minutes).

16. The use of spotlights, floodlights and other lighting in such a manner as to affect the safety and comfort of others is prohibited. Without limiting the generality of the foregoing, common area lighting shall be provided by the Marina. No Tenant shall permit lighting on or near his slip or vessel if it adversely affects the common area lighting scheme.

17. Electrical current, water, Cable T.V., and telephone hook-up service is available at the Marina. Electricity to the Slips and all other utilities required by any vessel shall be billed separately as determined by the Harbormaster. Except for Marina antennae, no television aerial, or satellite dish of any nature shall be attached to or hung from the exterior of any craft or docks, pilings or other Marina structures. All lines running from the craft to the outlets and power posts at the slip, including all power lines for electricity, telephone, TV and water lines, shall be secure and neatly maintained.

18. Boaters are responsible for the prudent use of municipal water supplied to each slip. Any tenant who leaves an open, unattended water line will be charged a \$50 tariff per incident. Repeat offenders will be found in violation of the Marina Slip Lease Agreement, providing just cause for contract termination and eviction.

19. The extent of all boat repairs and maintenance at dockside must be approved by the Harbormaster. Major repairs are not permitted. Tenant is required to notify and receive approval from the Harbormaster when they expect workers to be on their boat and when the work is to be performed. Unless such notification and approval is given, the Harbormaster may not permit workers to board any boat except for emergency repairs. All workers must be licensed and insured, evidence of which shall be filed with the Harbormaster.

20. No swimming, diving or fishing is permitted in the Marina or adjacent channels or waterways.

21. Laundry or any item of a personal or unsightly nature shall not be hung or spread to dry or air in public view from any vessel or Slip.

22. Tenants are asked to file with Harbormaster name(s), address(es) and telephone number(s) of person(s) to contact in event of emergency.

23. No pets are permitted on the Marina premises or on any vessels moored at the Marina without registration of the pet, approval by the Owner, and proper restraint. The Owner shall have the ability to refuse approval of pets. Under no circumstances will Tenants with pets allow their pets to leave excrement on the docks.

24. Children under fourteen (14) must be accompanied by a parent or guardian at all times while within the Marina and must comply with all Rules and Regulations of the Marina. Applicable rules, regulations and recommendations promulgated by government agencies applicable to children (including, but not limited to, those requiring the use of personal flotation devices) must be observed at all times.

25. Each boat must have sanitary equipment on board as is required by all applicable federal, state and local authorities. No boat shall be deemed to be in compliance with this provision if such equipment is not fully operational or if such equipment, such as holding tank or approved marine sanitary system, is by-passed or altered contrary to such requirements. The Harbormaster or his agents shall have the right to board a boat upon reasonable notice to inspect same for compliance with this provision. Each Tenant, as often as necessary, shall be responsible for pumping out and properly discharging all sewage contained in such holding tanks. In no event whatsoever may Tenants discharge sewage or any other substance (other than bilge water, as stated herein) into the waters of the Marina.

26. Boats leaving for an extended cruise of longer than 72 hours in duration shall file a cruise plan with the Harbormaster. During this period, Owner reserves the right to re-lease and collect the rental on the Slip.

27. In the event that a vessel or other equipment is to be loaned to or borrowed by persons in the absence of the Tenant, the Harbormaster may verify authorization and advise security accordingly.

28. Any dinghy or other floating object associated with any boat must be kept within the Tenant's Slip and may not encroach upon any other slip or the common waters of the Marina. In no event may such devices be stored on decks or finger piers.

29. Each boat shall use only the power source designated for its slip. Once a power cable is connected from a boat to a dock-side power source, it may not be relocated without the advanced approval of the Harbormaster. In the event a tenant connects to a different power post connection, harbormaster may assess a one-time electric usage fee of \$100 in lieu of a meter reading.

30. A set of keys or lock combinations to each vessel and its burglar alarms, if any, shall be provided, upon request, to the Owner or its designated agent.

31. Violation of any of these Rules and Regulations or any misconduct or offensive behavior by a Tenant, or such

Tenant's guests, or agents, shall be cause for immediate removal from the Marina of the vessel and persons in question, upon order of the Harbormaster, and shall be deemed sufficient reason to deny future requests for dockage and to cancel any Dock Lease Agreement.