

**FLYING POINT MARINA, INC.  
324 FLYING POINT ROAD  
EDGEWOOD, MARYLAND 21040  
410-676-7311  
AND**

**LICENSE AGREEMENT BETWEEN**

**DATE: \_\_\_\_\_, 2016**

**NAME: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_ OTHER: \_\_\_\_\_**

**ADDRESS: \_\_\_\_\_ CITY/STATE/ZIPCODE: \_\_\_\_\_**

**BOAT/MAKE: \_\_\_\_\_ LENGTH: \_\_\_\_\_ NAME OF BOAT: \_\_\_\_\_**

**LIABILITY INSURANCE CARRIER: \_\_\_\_\_ EMAIL: \_\_\_\_\_**

	TYPE OF STORAGE	TOTALS
<input type="checkbox"/>	PLEASE CHECK ONE	
	<b>SLIPS FOR UP TO 28' BOATS \$ 1600</b>	<b>PAYMENT</b>
	<b>SLIPS FOR 29' BOATS AND OVER \$ 1800</b>	
	<b>OUTSIDE ON TRAILER \$ 600</b>	
	<b>IN SHED ON TRAILER \$ 800</b>	
	<b>OUTSIDE BLOCKED \$ 8/FT/MO</b>	
	<b>INSIDE BLOCKED \$10/FT/MO</b>	
	<b>GROUND RACK/HI&amp;DRY \$1050</b>	<b>BALANCE DUE</b>

**THE TERMS OF THIS AGREEMENT SHALL COMMENSE ON \_\_\_\_\_ AND SHALL END ON \_\_\_\_\_.**

This is an agreement by and between FLYING POINT MARINA, INC. (hereinafter "Licensor") and the above names individual (hereinafter "Licensee"). Licensor and Licensee covenant and agree to the following:

Deposits are non-refundable.

The Licensor hereby grants to Licensee to use one slip (hereinafter referred to as "Slip") on the premises known as 324 Flying Point Road, Edgewood, MD 21040 (sometimes hereinafter referred to as "Premises"), to be used solely for the storage of the above described vessel.

**ALLOCATION OF SPACE:** The Slip shall be located in such space in the Premises as Licensor shall from time to time designate and/or relocate when Licensor shall deem it advisable.

**UTILITIES:** Licensor shall use its best efforts to furnish electricity and cold water to the Slip for reasonable use by Licensee. Failure to any extent to furnish any of these services for any cause shall not render Licensor liable for damages not to be constructed as an eviction of Licensee entitling an abatement of monies due hereunder not relieve Licensee from fulfillment of any agreement herein.

**NATURE OF LICENSE:** This Agreement constitutes a non-exclusive license and privilege only and is not under any circumstances intended to constitute a lease, partnership agreement, agency relationship or joint adventure between parties. Licensee shall insure the appearance of the foregoing at all times and shall at no time attempt to use or advertise the name of the Licensor, its agent or the Premises or attempt to enter into any agreement on behalf of the Licensor.

**HIDDEN DANGERS:** Licensee acknowledges that there are hidden dangers on the Premises and assumes for himself and his invitees any and all liability and risk of loss in connection with the use of Licensor's facilities.

**SECURITY, ETC.** a.) Licensor shall under no circumstances be liable to the Licensee for the safety, maintenance, loss of, or damage to any of the Licensee's equipment or other property, nor shall the Licensor at any time be liable for any loss or damage to any other property belonging to any invitee, employee or contractor of Licensee. b.) Licensee assumes responsibility for all accidents arising out of its use of the Premises and agrees to defend, indemnify and hold harmless Licensor, and all others occupying the Premises and the officers, directors, agents, and employees of such parties (all of whom collectively referred to below as the "indemnities") from and against all claims, liabilities and suits (whether valid or invalid or wherever brought, and whether for personal injuries, loss of life, property damage or otherwise) and for damages, judgements and expenses (including legal fees) in connection therewith, arising out of, or in connection with any act, default or omission of Licensee, or its agent's, contractors and invitees, or Licensee's use and occupancy on the Premises. c.) Licensee further agrees to defend, indemnify and hold harmless the aforesaid indemnities and the property referred to above in paragraph (b) with respect to personal injuries, property damage, or loss or damage of any other kind sustained by an employee or invitee of Licensee resulting from any accident or occurrence in or about the Premises and whether or not attributable to the negligence of any of the indemnities. The Provisions of paragraph (b) above with reference to the extent of the protection to be provided by Licensee respecting the risks and contingencies therein referred to shall equally to the protection that Licensee is required to provide against the risks and contingencies referred to in this paragraph (c). d) If the property and or improvements on which the Slip is situate shall be damaged by fire, the elements, accident or other casualty, Licensor shall have the option of terminating this Agreement without further liability or obligation to Licensee or it shall promptly cause such damage repaired, and the monies due hereunder shall be abated proportionately as to the portion of the license term during Slip rendered unusable.

**LICENSEE CERTIFIES THAT THE PRINTED MATTER ON BOTH FRONT AND BACK OF THIS AGREEMENT HAS BEEN READ AND THE TERMS AND CONDITIONS SET FORTH HEREIN ARE FULLY UNDERSTOOD AND AGREED UPON. LICENSEE FURTHER CERTIFIES THAT THEY HAVE EXAMINED THE SPACE IN WHICH THE SUBJECT BOAT IS TO BE PLACED AND FIND IT SUITABLE AND ACCEPTABLE.**

**LICENSOR: FLYING POINT MARINA, INC. BY PHILIP CIANELLI**

**THE TERMS OF THIS LICENSE AGREEMENT IS ACCEPTED BY: \_\_\_\_\_**  
**(LICENSEE)**

**NON-LIABILITY:** Licensor shall not be liable to Licensee or to Licensee's invitee for any loss or damage occasioned by failure to keep any of the premises and or slips and buildings owned and occupied by the Licensor or any other portion thereof in repair, and shall not be liable for any damage caused by plumbing, water, electricity, gas, steam, flood, bursting of pipes, ice, snow, whatever situation, nor for any damage from the negligence of occupants of other parts of the property in which the Slip is located. Nor shall Licensor be liable for any loss or damage to any property of Licensee and Licensee's invitee, or for any other loss or injury (personal or otherwise) by fire, theft, any of the causes above specified, or any other cause or casualty even though property involved may be under Licensor's control at or before the loss or injury, or same may be attributable to the negligence of Licensor. Licensee assumes the risk of loss as self-insurer for risks usually covered by fire (including extended coverage), theft, and other adequate insurance protecting its property and that of its invitee on the Premises. Licensee further agrees if it does purchase any such insurance, to procure from each such insurer, and from any other insurer of its property or interest at the premises, a waiver of subrogation against Licensor and other indemnities referred herein, and Licensee shall furnish copies of such policies and official certificates of such insurance to Licensor on demand.

**RELEASE:** Licensee hereby releases and agrees to indemnify and hold harmless, Licensors, their heirs, agents servants, employees, lessees and other licensees from any and all liability, claims, demands, causes of action, costs and expenses (including attorney fees) arising out of any damage, loss of injury to person or property while upon or near the Premises or the land adjacent thereto or while participating in or resulting from any of the activities contemplated by the Agreement, whether such loss, damage or injury results from the negligence of the Licensor, its guests, agents, servants, employees or other licensees, or from some other cause. Licensee acknowledges that prior to the execution hereof he was offered the alternative of having paragraphs 5,6,7,&8 deleted from the Agreement in consideration of the payment of Licensor of the sum of Five Hundred Dollars (\$500), in which alternative license was declined.

**DAMAGE:** Licensee agrees to be responsible for any damage to the person or property of Licensor which may result directly or indirectly from any use of the Premises, or any act done thereon by the Licensee or Licensee's invitee and also to save the Licensor harmless from any liability to any person, for damage to person or property resulting from any such causes, and to protect such liability with Public Liability Insurance in such amounts required by Licensor at Licensee's cost and expense and under which Licensor is designated as an insured for the full amount thereof, and to furnish Licensor, proof that the Premises are covered by Licensee's policy prior to the term hereof. If Licensee shall use the Premises prior to the term hereof, Licensee shall be liable as herein set out and such occupancy shall be upon all the terms and conditions hereof and shall be by Licensee at his own risk.

**GUESTS OF LICENSEE:** Licensee shall from time to time be permitted to have guests accompany him from the purpose specified herein provided said individuals are at all times under the direct physical control and within sight of Licensee. Licensee warrants and shall insure that all guests of Licensee are experienced, qualified boaters and shall follow all reasonable and accepted safety practices and laws. Licensee shall, prior to permitting any guests to enter the Premises, instruct each as to how to avoid potential dangers in connection with the use thereof and as may be present on the premises and the land adjacent thereto.

**INCREASE OF HAZARDS:** Licensee shall comply with all requirements of insurers applicable to the Premises and shall not do or permit anything to be done or to be brought on the Premises which will increase the rate of Licensor's insurance.

**ABANDONMENT OF PROPERTY:** If after three (3) days following expiration or termination of this License, Licensee has failed to remove any property brought upon the Premises by Licensee, then said property shall be deemed abandoned and shall be disposed of, at Licensor's option, or become the property of the Licensor without further obligation to Licensee. Licensee will pay to Licensor upon demand all costs of removal, storage (irrespective of the length of time of storage) and disposal.

**RULES AND REGULATIONS:** The Licensee shall comply with any Rules and Regulations for the safety, care and cleanliness of the Premises, the preservation of good order therein and the general convenience of its occupants prescribed from time to time by Licensor that are not directly inconsistent with any provisions of this Agreement. Those Licensees whom have pets on the Premises are to clean up their waste. Licensee agrees that at no time shall anyone be permitted to permanently or temporarily reside on the Premises, or on any boat that is on the Premises without the express written consent of the Licensor.

**MAINTENANCE:** Throughout the term hereof, Licensee at Licensee's expense, shall take good care of the Slip adjacent Premises, promptly cause to be made repairs to same necessary to preserve them in good order and condition, including, but not limited to, repair and installation of electrical and lighting fixtures (if any), which repairs and installation shall be equal in quality to the original work; and give prompt notice to Licensor any damage that Licensee may observe. No alterations to the Slip are permitted with Licensor's written consent.

**ASSIGNMENT:** Licensee shall not assign, sub-let, mortgage or encumber this Agreement or suffer or permit the Premises or any part thereof to be used by others or by any boat other than that listed above.

**DEFAULT:** If Licensee shall default in the performance or observation of any agreement or condition on its part to be performed or observed, then Licensor may immediately, or at any time thereafter, and without further notice, terminate to Licensee and Licensee shall forthwith quit the Premises, but Licensee shall remain liable to Licensor for all money and other damages due hereunder.

**NOTICES:** Any notices which may or are required to be given hereunder must be in writing and given by mailing same certified mail addresses return receipt requested, if to Licensor, at the Premises and if to Licensee at the address listed herein. All such notices shall be deemed served and given when mailed. Papers so served shall constitute proper service upon Licensee who hereby waives any objection to such service based upon any ground that he was served.

**AMENDMENTS:** Neither this Agreement nor any modification thereto shall be valid or binding for any purpose whatsoever unless in writing and signed by the party to be bound. No waiver of a breach of any of the provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same provision. If any term herein or the application thereof to anyone shall to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such term to anyone other than those to which it is deemed invalid or unenforceable, shall not be affected thereby.

**MAINTENANCE:** Licensee is to conduct his activities upon the Premises in an orderly manner and shall keep same and the surrounding area in a clean and a sanitary condition and shall return them at the end of the term in as good a condition as when received. Licensee not to permit any waste or damage to be committed upon or to the Premises, and that the Premises shall be used only for the purpose hereinabove stated and no violations of law shall be committed thereon.

**MAINTENANCE SERVICE BY LICENSOR:** As part of this License Agreement, Licensor agrees to perform the following listed maintenance services, if any.