

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

**LICENSE AGREEMENT BETWEEN**

**DATE: \_\_\_\_\_, 2014**

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

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

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

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

	TYPE OF STORAGE	TOTALS
☆	PLEASE CHECK ONE	
	SLIPS FOR UP TO 28' BOATS \$ 1600	PAYMENT
	SLIPS FOR 29' BOATS AND OVER \$ 1800	
	OUTSIDE ON TRAILER \$600	
	IN SHED ON TRAILER \$800	
	OUTSIDE BLOCKED \$8.00/ft./mo.	
	IN SHED BLOCKED \$10.00/ft./mo.	BALANCE DUE

**THE TERMS OF THIS AGREEMENT SHALL COMMENCE 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 construed 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 situated 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)