HENLOPEN ACRES
THOMAS B. LEWIS MARINA
2023

FULL SEASON FEE SCHEDULE
(Please note our rates have been updated)

All slips are rented on a per foot basis. Full season rentals will have first preference. Use length on registration card.

Up to 22'	$2100.00/season.
22.1' to 25.9'	$2425.00/season
26' to 35'	$2800.00/season

Minimum Slip Rental - $2100.00

No boats will be able to moor in the marina if over 35 feet in length.

DAILY/WEEKLY FEE SCHEDULE (DAILY, 6 WEEKS OR LESS)

Rates for boats staying in the Marina for six weeks or less, **only if space is available**, are figured below. If a boat owner wishes to keep the boat in the Marina longer than six weeks, and there is space available, the full season rate will be applied.

Daily - $50.00/day
Weekend (Fri – Mon) - $100.00
Weekly - $175.00/week

Slip rentals of less than full season will not guarantee a slip for next year.

- **Minimum electric service connection charge is $25.00. Electricity usage in excess of minimum will be invoiced at the rate charged to the Marina by Delmarva Power.**
- **The Labor rate is $75.00 per hour, (1 hour minimum) for any work done in the marina by town personnel for boat owners.**
- If for any reason, lessee wishes to use the assigned slip prior to April 1st and or after December 1st, lessee must contact the Marina Manager and be responsible for a prorated winter wet storage fee.
- Lessee shall pay Lessor the amount above in full with signed contract in order to be assigned a slip and for this lease agreement to become effective.
- All rent is due in advance.
- **All inflatables must be kept on boat.**

USE OF PREMISES
The premises are to be used for the sole purpose of mooring space for the vessel detailed in lease. Lessee shall restrict its use to such purposes, and shall not use or permit the use of the premises for any other purpose without the written consent of the lessor. Lessee shall not allow any waste or nuisance on the premises, nor use, nor allow the premises to be used for any unlawful purposes.

NAME: _____ ASSIGNED SLIP #: _____

SLIP FEE: $_____ELECTRIC FEE:_____TOTAL$_____

LENGTH:_____ WIDTH:_____ PERMIT#:_____DATE:_____

(ABOVE FOR OFFICE USE ONLY)

2023 CONTRACT - THOMAS B. LEWIS MARINA

TOWN OF HENLOPEN ACRES, 104 Tidewaters, Henlopen Acres DE 19971
302-227-6411 fax: 302-227-3978

THIS AGREEMENT, made this _____ day of _____, 2023, between **THE TOWN OF HENLOPEN ACRES**, herein referred to as the Lessor, and

_____ herein referred to as Lessee.
(Print name)

Lessor leases to lessee the mooring facilities located at the Thomas B. Lewis Marina, Town of Henlopen Acres, County of Sussex, State of Delaware.

The Terms of this lease begin on April 1, 2023 and terminates on November 30, 2023 at noon.

Name of Boat Owner/Lessee: _____

Residence address: _____

_____

Local address (if different): _____

Home telephone: _____ Cell phone: _____

Local telephone: _____ Email: _____

Contract is for:

_____**Summer season – April 1st to November 30th**
Includes slip rental, bathroom and shower facility, trash removal, water service, security patrol, and electrical hookup (additional charge) where available.

For Winter Wet Storage, please contact Town Hall.

Lessee is the owner of the following described vessel:

Make/Model of Vessel:_____

Name on Vessel: _____

Length:_____**(length indicated on registration card)** Beam/Width: _____

Registration # : _____ Expires:_____

(a copy of your valid registration card must be submitted with contract, if requested)

Would you prefer a slip with an electrical meter hookup, if available? Yes No

Max Power Voltage _____

I acknowledge that I have read this lease**, including the current rules and regulations**, the rate fee schedule, and I certify I will comply with all requirements. The parties below have hereunto set their hands;

_____ Date:_____

Owners Signature

_____ Date: _____

Marina Manager

Please return pages 1 & 2 to the Town of Henlopen Acres by February 28, 2023, along with a copy of your current registration card, and slip rental fee payment in full. Payment in full must be received prior to occupancy of the boat slip. Renewals received after February 28, 2023, will not be guaranteed a slip.

Once completed paperwork and payment in full is submitted, you will receive a packet from Town Hall including parking passes needed for the Marina, confirmation of your slip number and copies of the contract and pertinent information for your records.

DELIVERY, ACCEPTANCE AND SURRENDER OF PREMISES

Lessor represents that the premises are in fit condition for use by lessee. Acceptance of the premises by lessee shall be construed as recognition that the premises are in a good state of repair. Lessee shall surrender the premises at the end of the lease term in the same condition as when lessee took possession, allowing for reasonable wear and tear.

Any failure of the lessee to surrender the mooring facilities and remove the vessel from the premises of the lessor at expiration or cancellation of the terms provided herein, without prior agreement, shall result in a holdover fee of $50.00 per day payable by the lessee to the lessor. At the expiration of thirty days of a holdover period, lessor shall have the right to remove lessee's vessel from the mooring facility to a storage area. Said lessor shall not be liable for damages or claims resulting from such removal to a storage area. All holdover and storage fees shall be paid by lessee to lessor prior to removal of said vessel by lessee.

ELECTRIC

Lessor shall provide electrical service where available to the mooring facility leased by the lessee. A minimum charge of $25.00 will be added to all slip leases where electrical service is available. Lessee will be invoiced for electric usage in excess of minimum charge at the expiration of lease period, based on rates established by Delmarva Power.

REPAIRS, ALTERATIONS AND MODIFICATIONS

Lessee shall be responsible for all repairs required as a result of the negligent acts of the lessee or his agents or guests. All normal maintenance of the premises will be carried out by the lessor. Lessee may not modify the premises without the prior written consent of the lessor. Dock bumpers are the responsibility of the Lessee. Maintenance performed by marina employees will be charged at $75 per hour.

RIGHT TO INSPECT

Lessor shall have the right to enter upon the premises at reasonable times to inspect the premises to make repairs, alterations or modifications as required.

DAMAGES

Lessee shall be liable for the cost of all damages to persons or property caused by the negligence of the lessee, his agents, employees or guests. Lessee takes the premises at his own risk; the lessor shall not be liable for the care or protection of the vessel, its appurtenances or its contents against damages due to theft, fire or any other causes. Lessor shall not be liable for liability claims for injury to persons or property from any cause relating to the occupancy of the premises by the lessee. Lessee shall indemnify and hold harmless, lessor, its officers, employees, and agents from and against all liability, loss or other damage, demands, and actions, claims or obligations resulting from any injuries or losses of this nature including costs, expenses and attorney fees incurred by lessor in "defending" or responding to any claims relating to this Agreement or Lessee's use of Lessor's Marina. **LESSEE CERTIFIES THEIR VESSEL IS COVERED BY LIABILITY INSURANCE NAMING LESSOR AS AN ADDITIONAL INSURED AND WILL PRODUCE PROOF UPON REQUEST.**

STATE REGULATION

Lessee shall be responsible for and shall comply with all regulations and rules issued by the Department of Natural Resources and Environmental Control or other governmental authority regulating equipment on and use of boats.

ASSIGNMENT AND SUBLEASE

Lessee shall not assign this lease or sublet the premises to another party. Parking passes are not transferable. Parking is reserved for lessee or others as permitted by Marina Manager.

OPERATION & MAINTENANCE PLAN

Marina's Operation & Maintenance Plan is available for review at Town Hall, as required by DNREC.

CERTIFICATION OF OWNERSHIP

Lessee hereby certifies that they are the lawful owner of the vessel herein described and is authorized to subject such vessel to the provisions of this agreement. **A COPY OF REGISTRATION AND OWNERSHIP SHALL BE ATTACHED, (when requested.) NO BOAT MAY ENTER MARINA UNTIL THE OFFICE HAS A VALID REGISTRATION ON FILE.**

REMEDIES OF LESSOR

Lessor may, on default with respect to any of the provisions of this lease by lessee, consider this lease terminated at its option. Lessor may elect to enforce the terms and conditions of the lease by any method available under the law, or pursue any other remedy authorized by law. Lessee shall be liable for any costs or expenses involved by the lessor in enforcing any terms of this lease or in pursuing any legal action for the enforcement of lessor's rights in collecting all attorneys' fees incurred by lessor in enforcing the terms of this lease or in making any collection or other charge.

PIER DOCKAGE AGREEMENT RENEWAL

Lessor shall send out renewal contracts following the January quarterly meeting of the Henlopen Acres Commissioners. **Lessee shall return the completed contract, including a copy of the current registration, to the lessor no later than February 28 and shall submit the slip rental fees in full.** Mooring facilities may be reassigned if notification and payment for renewal has not been received by February 28. **Repeated damage or failure to pay outstanding marina bills due to the lessor by the lessee will be grounds for revocation and/or non-renewal of the contract.**

REFUND OR REIMBURSEMENT

No refunds or reimbursements of dockage fees will be granted for mooring facilities assigned under this lease in part or whole unless assigned slip is subsequently rented during the same lease period. **There will be a 10% administrative charge deducted from all refunds.**

CURRENT RULES AND REGULATIONS OF THE MARINA

1. **In case of any emergency call 911 for the fire department, ambulance or police.** Fire extinguishers and life rings are provided in several locations around the marina.
2. All boats operating in the Marina must proceed at a slow, no wake speed.
3. All rules and regulations as established by the Town of Henlopen Acres must be observed by users of the Marina facilities.
4. Swimming, diving, fishing and crabbing are prohibited in the Marina. Laundry, clothes or towels may not be hung on boats, docks or finger piers.
5. No boat shall be docked or moored in the Marina unless the owner or operator pays such fees as are required by the Fee Schedule. Dockage contracts may be obtained at Town Hall or online at: henlopenacres.delaware.gov/forms
6. All boats must call 302-227-6411 on arrival and departure at the beginning and end of each season.

7. Docking of boats will be assigned by the Marina Manager/Town Hall or his/her designated representative and space shall be utilized to the best advantage of the Marina. Owners or operators are solely responsible for proper docking and mooring and are responsible for maintaining mooring-docking lines in good condition, sufficiently strong to secure their boats at all times. Any boat showing more than normal leakage of any kind must be repaired or removed from its mooring or dock at owner's expense upon request of Marina Manager/Town Hall.
8. No refuse, trash, or septic waste shall be thrown or pumped overboard within the waters of the Marina. Holding tanks for sanitary facilities shall not be pumped overboard nor used while in the Marina. Sanitary waste disposal is the responsibility of the vessel owner. A pump out cart is available, for a fee, on request at the marina. Call 302-227-6411 or 302-227-1120 for assistance.
9. Boaters are responsible for all fuel spills, clean-up costs and reporting requirements to the appropriate authority, (e.g. DNREC, U.S. Coast Guard, Delaware State Police). All vessels berthed at the marina are required to have oil-absorbent pads or sponges in their bilges. Used sponges should be properly disposed of. Bilge water should not be pumped overboard within the marina basin. A fuel spill emergency kit is also available on the marina site.
10. No major repair or maintenance work is permitted on moored or docked boats in the Marina such as oil changes, painting or scraping. Normal maintenance is permitted which includes lubrication and cleaning.
11. **Installation of gangplanks, rub rails, mooring devices or other such equipment shall be made only with the approval of the Marina Manager/Town Hall and installed by the boat owner at their expense. If no consent is granted and a boat owner installs such items, they will be removed without notice or cause.**
12. The construction or placement of lockers, closets, cabinets or similar structures on any dock, pier or bulkhead, or the storing of any materials in any area of the Marina <u>without the approval of the Marina Manager/Town Hall</u> is prohibited.
13. No person or persons shall reside overnight aboard any vessel docked or moored within the Marina.
14. It is prohibited for any person to make use of any vehicle, camping unit for the purpose of camping and/or sleeping in the Marina or marina complex.
15. Disorderly conduct or action which is in violation of this contract, these rules and the rules of the Town of Henlopen Acres by an owner, his crew or guests, shall be cause for cancellation of the pier dockage agreement and any assigned dock or mooring space and further dockage will not be provided. There will be no refund of unused rental fees from this termination. The Marina complex shall not be used for group entertainment without the prior consent of the Town Manager.
16. No person shall go aboard any vessel docked, anchored or stored within the Marina complex unless such person is accompanied by the owner, or has written permission form the owner of such vessel.
17. Fish cleaning is prohibited within the Marina complex. It is prohibited to throw or dump in the water or on the grounds of the Marina, any fish remains, parts or pieces. Receptacles will be provided for household type trash only. Recycling receptacles are also available.
18. The Marina Manager or his/her authorized agent shall have the authority to cause owners or other personnel of vessels to comply with reasonable safety requirements. To save life or property, the Marina Manager or his authorized agent may perform or cause to be performed, acts which are or may be of benefit to any vessel. No liability shall occur to the Town as the result of acts or omission of acts by the Marina Manager or his/her authorized agent. Life rings and fire extinguishers are available throughout the marina site.
19. All boat owners are required to display a parking permit on the dashboard whenever a boat owner's vehicle(s) are on the marina grounds. Parking permits will be mailed along with a copy of this lease to the applicant's permanent address prior to April 1st. Parking permits are not transferable. Violations are subject to fine.
20. All boat owners are required to have their boat in proper working and running order at all times.
21. Absolutely no launching of any boats into the marina.
22. All vessels berthed at the Marina are required to be in full compliance with applicable Coast Guard Regulations.
23. **The Town of Henlopen Acres will not be responsible for damage to boats or equipment due to improper mooring, damage from faulty equipment, storm damage or other natural occurrence.**
24. Boat owners should properly store all maintenance supplies and materials. Floats and floatation devices may not be stored on the dock or finger piers. Any floats or floatation devices left on dock or finger piers will be removed without notice.
25. The Town of Henlopen Acres is not responsible for any theft of equipment, personal property or gasoline from any boat docked at the Marina. We strongly encourage all boat owners to install a locking gas cap on their vessel.