

Yacht Haven of Annapolis, LLC
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MARINA RULES AND CONDITIONS

(Effective January 1, 2019)

DEFINITIONS: When capitalized and used herein, the term “**Marina**” shall refer collectively to Yacht Haven of Annapolis, LLC (hereinafter “Yacht Haven”), and its owners, partners, agents, employees, operators, affiliates, successors and assigns; the term “**Owner**” and “**Owners**” shall refer collectively to the Boat’s owner(s), agents and/or representatives; the term “**Boat**” shall refer to the vessel’s hull, equipment and all other vessel-related property of Owner when the vessel is stored at Marina; and the term “**Slip**” shall refer to the Marina slip assigned to Owner. If the Owner of a Boat is a corporation or entity other than an individual, then the term “**Owner**” shall refer collectively to the corporation or other entity that owns the Boat, and to all individuals or entities that hold any ownership interest in the corporation or other entity that owns the Boat.

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**ABSENCE OF SECURITY:** Marina does not provide, and has no obligation to provide, on-site security, guard service or surveillance. While Marina will make reasonable efforts to provide a secure and safe facility, Owner agrees that Marina shall not be held liable for theft or vandalism or other criminal acts taking place at Marina or on the Boat or at any other location on the Yacht Haven property.

**ADDITIONS TO DOCKS AND SLIPS:** No carpeting, ladders, or other accessories may be attached to the docks of Marina in any way without the prior approval of Marina management. All others will be removed at Owner’s expense. DOCK BOXES ARE NOT ALLOWED.

**ADEQUACY OF WATER LEVELS:** Owner acknowledges that Marina makes no representations regarding the adequacy of water for ingress or egress. Owner agrees that Marina is not responsible for any damage to the Boat resulting from low water levels.

**ADVERTISING AND SOLICITING:** Advertising and/or soliciting on Marina property is not permitted.

**AFFILIATE TRANSFER:** Marina reserves the right to transfer and/or assign (in whole or in part) the rights, duties and obligations of Marina under any agreement with Owner to any affiliate of Marina without Owner’s consent or approval. In the event of any such transfer and/or assignment (in whole or in part) to any such affiliate of Marina, Marina may continue to collect and receive all or any portion of the amounts payable by Owner under the agreement as agent for and on behalf of such affiliate-transferee/assignee.

**APPARENT AUTHORITY:** Marina is unable to police the various representatives and invitees of Owner. Therefore, Owner agrees that unless Marina is notified in writing beforehand, anyone in possession or apparent charge of the Boat shall be deemed to have the authority to act on behalf of Owner, and Marina shall be entitled to accept and act in reliance upon orders or requests of such persons for services and supplies of any kind for the benefit of the Boat.

**APPARENT OBLIGATION AND SEVERABILITY:** No language herein, or in any agreement with Owner, that permits Marina to take specific actions on Owner’s behalf, shall be construed to create an obligation on

Marina's behalf. If any part of these Rules and Conditions is deemed unenforceable by an administrative agency or court of law, the remainder of the Rules and Conditions shall remain in full effect and binding upon the parties.

**APPLICABLE LAW:** The activities of Marina and Owner are governed by applicable federal, state and local laws and regulations, including those of EPA, OSHA, and state environmental offices.

**ATTORNEY'S FEES:** If Owner defaults under the agreement with Marina, Marina shall be entitled to recover all collection costs incurred, including reasonable attorney's fees and expenses incurring, to enforce or protect its rights.

**BATHROOM & SHOWER:** The bathroom and shower facility shall always be kept locked. Owner shall, upon payment of \$50 refundable deposit, receive 1 bathroom key. There will be a \$25 charge for replacement keys. If Marina finds it necessary, by reason of keys being lent or copied and given to third parties not affiliated with Marina, to change the locks, replacement keys will be provided at a cost of \$25 per key. Owner and Owner's guests are expected to leave the facility in equal or better condition than when they enter. No personal belongings are to be left/stored in facility. Owner and Owner's guests are requested to inform the Marina office of any issues with the facility, or any observed unauthorized use of facility.

**BBQ GRILLS AND OPEN FLAMES:** The use of BBQ grills or open flames is always prohibited while the Boat is at the Slip and elsewhere on Marina property.

**BOTTOM CLEANING:** In compliance with State environmental regulations, IN-WATER BOTTOM CLEANING IS NOT PERMITTED AT MARINA.

**CHILDREN:** State law mandates that a child under the age of 12 years of age shall always wear a USCG approved life jacket when on or near the water. Marina recommends that all non-swimmers wear life jackets when at Marina. A young child shall always be accompanied by a parent or other responsible adult while at Marina. The safety and general welfare of a children who are at Marina, whether in the Boat, on another boat, on a pier, or at any other part of Marina, shall be the sole responsibility of the parent(s), legal guardian(s), or other adult(s) who accompany the children to Marina.

**CONDITION OF BOAT:** Owner represents that the Boat is seaworthy and safe. Owner will be liable to Marina, and Owner will indemnify and hold Marina harmless, for any loss, damage or injuries attributable to the Boat. Marina reserves the right to inspect the Boat. Adequate lines and fenders must be aboard the Boat and properly utilized. Bilge pumps must be operational and in good condition.

**CONTRACTORS (USE OF OUTSIDE CONTRACTORS):** Marina is an private business enterprise and exercises its own independent discretion as to the parties with whom it has dealings and to whom it will grant access to its premises. Furthermore, Marina has a recognized interest in promoting the safety of all boats stored or docked on its premises, promoting the safety of all individuals who access and use its premises, and insuring that activities conducted on the premises conform with all applicable environmental, labor and liability protections. For those reasons, Marina expects Owner to make best efforts to utilize Annapolis Harbor Boatyard for all marine services that the Boat requires. **OUTSIDE CONTRACTORS ARE NOT ALLOWED ON THE MARINA PREMISES UNLESS SPECIFIED CONDITIONS ARE MET. IF ANNAPOLIS HARBOR BOATYARD IS NOT ABLE TO PROVIDE THE NEEDED SERVICES (OR TO APPROVE THE USE OF AN INDEPENDENT CONTRACTOR), THEN ANY INDEPENDENT CONTRACTOR OR OUTSIDE LABORER WHO INTENDS TO PROVIDE SERVICES ON THE BOAT MUST FIRST BE APPROVED BY, AND CHECK IN AT, THE ANNAPOLIS HARBOR BOATYARD OFFICE BEFORE WORKING ON THE BOAT. UPON CHECKING IN, ANY SUCH CONTRACTORS OR LABORERS WILL BE REQUIRED TO DEMONSTRATE PROOF OF INSURANCE OF AT LEAST \$2 MILLION OF LIABILITY COVERAGE AND, IF REQUIRED BY LAW, \$500,000 IN WORKER'S COMPENSATION COVERAGE.** If Owner violates this policy, Owner's agreement with Marina will be terminated. Owner further acknowledges that Marina does not purport to control Owner's right to utilize any third party of Owner's choosing to perform work on the Boat if the work is performed

at a location other than Marina. For liability reasons, outside contractors, the Owner and captains shall not use Marina ladders or scaffolding, jack stands and chains, filter cloth, power tools, or other similar equipment.

**DAMAGE - TO OTHER BOATS IN THE MARINA:** If the Boat causes damage to other boat in the Marina or on Marina property as a result of fire, sinking, capsize, pollution, or improper operation, or from any other cause not within the direct control of the Marina, including Acts of God, Owner agrees to be solely responsible for such damage, and to indemnify and hold Marina harmless from any claims asserted against Marina because of such damage.

**DANGER - WHEN BOAT IS IN:** If the Boat is in danger, as defined below, Owner hereby authorizes Marina to take reasonable and appropriate actions, at Owner's expense, to mitigate the danger. The Boat shall be deemed to be in danger when it poses a threat of sinking, burning, capsizing, causing a hazard to navigation, causing unlawful pollution, causing damage to Marina property or that of other Marina customers, or, if in the Marina's sole judgment, the Boat poses any similar threat. Owner agrees to be bound by Marina's actions and shall be fully responsible for all related expenses incurred.

**DEFAULT:** If Owner breaches any term any agreement with Marina, including the failure to strictly comply with these Rules and Conditions, all of which are a material inducement to Marina entering into an agreement with Owner, then Owner shall be in default. Upon a default by Owner, in addition to any other rights or remedies available to Marina, Marina may elect to immediately terminate the agreement with Owner, without refund, by notice to Owner, whereupon Owner shall immediately pay all sums due to Marina and remove the Boat from Marina.

**DISPUTE RESOLUTION:** Owner acknowledges that the withholding of payment shall not be an acceptable form of dispute resolution. If Owner and Marina are unable to agree on the amount due, such dispute shall be settled as follows: Marina shall provide Owner with full statement of charges and payments and Owner shall provide Marina with copies of cancelled checks showing payments having been deposited to Marina's bank account. If Owner is not able to provide proof of payment, all charges shall be deemed due and payable.

**DUMPSTERS:** Only household type waste generated while at the Marina shall be put in Marina dumpsters. Owner shall use recycle dumpsters where available/applicable.

**ELECTRICITY:** Outlets are provided throughout the Marina for customer use. In some cases, use of electricity will be subject to charge by the Marina. Burned out or otherwise damaged receptacles will be repaired by Marina and charged to Owner. Voltage regulation and surge protection shall be the sole responsibility of Owner. All shore power, adapters, and electrical plugs must be equipped with acceptable ground weather proofing in accordance with Article 555 of the National Code. In 220 volt, 50 amp systems, the neutral leg does not constitute a ground leg. Marina will not be responsible for any loss or damage due to temporary power interruptions. Marina does not recommend leaving perishables in boat refrigerators. The use of extension cords is at the sole risk of the user and Marina shall be exempt from any and all liability for damages or injury to any person or property caused by or as a result of the use of electrical appliances. Marina reserves the right, at their sole discretion, to charge additional fees based upon power consumption. **POWER PEDESTALS ARE NOT TO BE USED, UNLESS GRANTED PERMISSION FROM MARINA AND UPON PAYMENT OF DEPOSIT AND ADDITIONAL MONTHLY FEES, TO CHARGE ELECTRIC OR HYBRID VEHICLES.**

**END OF TERM:** Owner shall promptly remove the Boat from the Slip in a safe and seamanlike manner when the agreement with Marina terminates. Owner will not remove any docks, utilities, or other Marina supplies parts or services when vacating the slip.

**EXCLUDED WORK:** Except for shrink wrapping, Owner is permitted to conduct maintenance or improvement work to the Boat. **SHRINK WRAPPING BY ANYONE OTHER THAN EMPLOYEES OF ANNAPOLIS HARBOR BOATYARD IS EXPRESSLY FORBIDDEN AT ALL TIMES.** In addition, Owner agrees to abide by all terms and conditions set forth herein when conducting any type of work on the Boat. All sanding shall be done only with a vacuum ("dustless") sander that captures all sanding residue. All other work must be

conducted in accordance with all environmental best practices and rules and regulations in effect. Owner is responsible for conducting all work on the Boat in conformity with all applicable rules, regulations, and best practices, and failure to do so shall not be acceptable reason for non-compliance with all such standards.

**ENVIRONMENTAL SURCHARGE:** If Marina is cited, charged, or fined by OSHA, MDE, DNR, or any other government entity, because of actions of Owner, Owner's guests, or other person or contractor engaged by Owner, Marina shall have the right to surcharge Owner for an amount equivalent to the amounts assessed to Marina, plus the expenses, including attorney's fees and costs, that the Marina incurs because of such citation, charge, or fine.

**FUELING:** For pollution prevention reasons, Owner and Owner's guests MAY NOT fill fuel tanks from portable containers at any time while on Marina property.

**GOVERNING LAW:** Owner's agreement with Marina, and all disputes thereunder, shall be governed by, and construed in accordance with, the laws of the State of Maryland.

**GUESTS:** The number of people staying overnight on a Boat shall be no greater than the number of permanent berths on the Boat.

**HOLDOVER:** If Owner does not renew the agreement the Marina and does not arrange to have the Boat removed from Marina property at the end of the agreement period, Marina may, but will have no obligation to, continue to store the Boat in a manner most convenient for Marina. The Boat's continued presence shall create a lease at the then-prevailing rates and conditions. In such an instance, all terms and conditions regarding collection costs and expenses, including the recovery of reasonable attorney's fees and costs, will continue to apply.

**ICY CONDITIONS:** Marina does not provide de-icing equipment. Owner may provide de-icing equipment. Marina reserves the right to charge additional fees to cover the electrical costs of the operation of de-icers. Marina shall not be held liable for any ice related damage. All seacocks, other than cockpit drain seacocks, must be in serviceable condition and are recommended to be closed during winter months. Cockpit drains should be clear of debris.

**INDECOROUS CONDUCT:** Owner shall be responsible for the conduct and control of all Owner guests. Indecorous conduct by Owner or Owner guests that in Marina's sole opinion (i) is a nuisance, (ii) disturbs or interferes with quiet enjoyment (including the use of illegal drugs or becoming intoxicated by alcohol), or (iii) might cause harm to any person or property (including Marina reputation) shall, at the sole option of Marina, be cause for immediate termination, without refund, of Owner's agreement with Marina.

**INSURANCE REQUIREMENTS:**

(a) Owner shall at all times during the course of the agreement with Marina, using an insurance company that is acceptable to the Marina, maintain a liability protection and indemnity policy of insurance with limits of not less than \$500,000 and a deductible of not more than \$10,000 per occurrence, naming Yacht Haven of Annapolis, LLC, and its agents, affiliates and subsidiaries, as additional insureds. Owner shall also maintain a hull and machinery policy of insurance covering at least 100% of the present actual cash value of the Boat, with endorsements for extended perils, damage by fire, electrolysis or stray current corrosion, pollution and fuel spills, salvage and wreckage removal, vandalism and burglary. Such limits of insurance are minimum requirements only and are not intended in any way to limit the insurance available under such insurance policies or to limit Owner's liability. As requested by Marina from time-to-time, Owner shall provide Marina with a certificate of insurance evidencing the required insurance coverages and shall produce evidence of the renewal of the policies no later than 30 days prior to their expiration. All policies of insurance shall require 30 days advance notice by the insurance company to Marina of any amendment or cancellation.

(b) Failure to comply with any of the terms of this section may, at the sole option of Marina, result in immediate termination of Owner's agreement with Marina without refund.

**INVOICES AND PAYMENTS:** Invoices will be e-mailed monthly and are due and payable by the 1st of the month. Invoices remaining unpaid by the 10th of the month shall be considered past due and shall incur a late fee of not less than \$100. Additionally, interest charges of 1.5% monthly (18% annually) or the highest rate allowed by law, whichever is greater, shall be applied to any balance more than thirty (30) days past due. In accordance with State and Federal maritime law, Marina reserves the right to retain the Boat without additional legal action until such time as all debts are satisfied. Any expense associated with such retention shall accrue to the unpaid balance due and shall be payable before release. If the Boat leaves Marina with an outstanding invoice due, Marina in no way relinquishes its claim to payment or the right to regain possession of the Boat until all debts are satisfied.

**LEGAL RIGHTS OF THE MARINA:** Owner hereby grants to Marina a lien on the Boat for any fees or damages payable under the agreement with Marina. Marina may pursue all legal and equitable remedies to perfect and foreclose said lien, including but not limited to chaining or locking the Boat, and the Boat shall not be removed from Marina on a permanent basis and the liner may retain possession of the Boat until all such fees or damages payable under the agreement have been paid in full. The right of enforcement of the lien herein granted to Marina shall be in addition to any and all other rights and remedies available to Marina hereunder or in connection herewith and shall not in any manner alter, waive or abrogate Owner's personal liability hereunder. To secure the lien rights granted herein, Marina shall have the right to file one or more financing statements in the jurisdiction of Owner's residence as that jurisdiction appears on the certificate of title to the Boat or an equivalent document. **THESE RULES AND CONDITIONS INCORPORATE BY REFERENCE THE FEDERAL COMMERCIAL INSTRUMENTS AND MARITIME LIEN ACT, 46 U.S.C. § 31342, AND THE STATE OF MARYLAND MECHANIC'S LIEN ACT, MD. COMMERCIAL LAW CODE ANN. §§16-201 — 16-207, UNDER WHICH MARINA MAY FORECLOSE ITS LIEN ON THE BOAT IN THE EVENT OF NON-PAYMENT OF THE FEES AND OTHER CHARGES DUE AND PAYABLE HEREUNDER. THE RIGHTS AVAILABLE TO MARINA UNDER SAID STATUTES ARE IN ADDITION TO ANY AND ALL OTHER RIGHTS WHICH MARINA HAS AVAILABLE TO IT UNDER THESE RULES AND CONDITIONS AND OTHERWISE AT LAW AND/OR IN EQUITY.**

**LIABILITY AND INDEMNIFICATION:**

(a) Owner agrees to purchase and maintain insurance against such risks as Owner deems prudent and shall look only to said insurance for compensation of damages retained to any losses regardless of responsibility. As to all such policies of insurance and all claims made thereon, for himself/herself/itself and his/hers/its insurers, Owner specifically waives all right of subrogation against Marina. Solely for the purpose of this Section, the term "Marina Common Areas" shall include but not be limited to all areas in, on or around the Boat, the Slip, the dock areas, the walks, floats, ramps, gangways, convenience facilities, parking areas, walkways, and roads in, around and leading to and around the Marina's premises.

(b) **All risk of loss or damage to property and of personal injury or death shall be upon Owner, and Owner shall be responsible for and shall promptly, upon demand, pay Marina for any costs or damage incurred by Marina or others due to acts or omissions of Owner, the Boat, or Owner's guests. Owner agrees that Marina, shall not be liable to Owner or to any party claiming by, through or under Owner for (and Owner hereby releases Marina from any claim or responsibility for) any injury to persons, damages (no matter how occurring), or damage to or destruction, loss, or loss of use, or theft of any property (including the Boat), or of any injury (including death), caused by casualty, electrical shock, electrical shock drowning, interruption of or interference with utilities, theft, fire, third parties, collision, allision, chafing, dock maintenance or faulty repair, or any other matter or cause (including any named storm or Act of God).**

(c) **Owner agrees to indemnify, protect, defend and hold harmless Marina for, from and against all liabilities, claims, fines, penalties, costs, damages or injuries (including death) to Owner, or any other persons, damages to or loss of property or the Boat, losses, liens, causes of action, suits, judgements and expenses, of any nature, kind or description of any person or entity, directly or**

indirectly arising out of, caused by, or resulting from (in whole or part) (i) theft, fire, collision, allision, chafing, dock maintenance or faulty repair, or by reason of any other cause; (ii) Owner's use of the Boat or Marina or the Marina Common Areas, (iii) any activity, work or other things done, permitted or suffered by the Owner on the Boat, at Marina or the Marina Common Areas, (iv) any breach or default in the performance of any of Owner's rights or obligations under the agreement with Marina, (v) any act, omission, negligence or willful misconduct of Owner, or (vi) any damage to Owner's or any third party's property.

**LIVE-ABOARDS:** Live-aboards will be allowed only with written permission from Marina. Marina may require references from previous marinas. Live-aboards shall always comply with no discharge laws and may be subject to additional fees. In no case shall live-aboards with children be allowed.

**OVERBOARD DISCHARGE/HAZARDOUS MATERIALS:** The Boat must be equipped with a sewage holding tank for all toilets, which tank shall not allow toilet wastes to be discharged into the water of Marina. Marina shall be entitled to require that Owner insert a dye tablet in the Boat's holding tank. Owner shall not store, release, permit to be released, by action or inaction, any hazardous waste or environmentally objectionable substances, including oil, gasoline or untreated sewage, any other substance deemed hazardous by MDE, DNR, or other authorizing agency ("Hazardous Substances") into the water or lands of Marina. Owner shall indemnify, defend and hold Marina harmless from all liabilities, claims, losses, expenses and obligations arising from Owner's use, storage, or placement of any Hazardous Substances in or on the water and land of Marina, which obligations shall survive the expiration or termination of Owner's agreement with Marina. Owner shall be responsible for immediately reporting and cleaning up any such release. Owner shall immediately report any release to the appropriate government authorities and to Marina and shall keep Marina informed on a daily basis of Owner's actions with respect to any clean up. If Marina is not satisfied, in Marina's sole discretion, with Owner's actions in reporting and cleaning up a release, Marina may take any action it deems appropriate regarding the release, at Owner's sole expense.

**PARKING:** Vehicles must be listed with the Marina office. One (1) parking cling per slip will be issued to Owner. Cling is to be displayed in the bottom driver side windshield. Vehicles not displaying proper cling or parked illegally may be towed at the Owner's expense. In the event of extended cruising, Owner is requested to advise Marina office and park in the rear parking lot. Upon non-renewal or termination of agreement with Marina, parking clings must be returned to the Marina office.

**PETS:** Pets must always be kept on a short lead. Owner must clean up after pets. Any pets found to be a nuisance to other Marina customers may be required to leave the property at Marina's discretion.

**PHOTOGRAPHS AND IMAGES:** From time to time, Marina staff and customers may take pictures of other customers on Marina property and on boats. Owner consents for himself/herself/itself and Owner's guests that these images may be used by Marina for purposes such as advertising and display in electronic media without further notification or compensation. All film negatives and positives and electronic images and data shall remain the property of the photographer except where otherwise specified by written agreement.

**QUIET ENJOYMENT:** Owner shall not make or allow any disturbing noises in Marina. No generators, stereos, radios, televisions or parties are permitted outside the confines of interior cabin during quiet hours between 10:00 PM and 7:00 AM. Unbecoming or disorderly conduct, including public intoxication, abusive language, or physical threats or altercations directed at any other person will not be tolerated and are cause for immediate expulsion from Marina.

**RIGHT NOT TO RENEW:** Marina retains the right not to renew the agreement and/or the right to assign the agreement to a third party.

**SEVERABILITY:** If any of the provisions contained in the agreement, or in these Rules and Conditions, is unenforceable in any respect, the remainder of the agreement and Rules and Conditions remain enforceable and, in lieu of the unenforceable provision, where equitable, there will be added to the agreement and to these

Rules and Conditions a provision as similar in terms to the unenforceable clause as may be possible and enforceable.

**SEVERE WEATHER:** Because no marine facility can guarantee safety in severe weather conditions, Owner agrees to hold Marina harmless for any damage to the Boat resulting from severe weather or Acts of God. Upon notice from Marina, Owner must remove the Boat from Marina in a timely fashion or instruct Marina to haul it at Owner's expense if Marina is able to do so. Should Owner be unwilling or unable to remove the Boat from Marina, Owner will be held responsible for all damage to and caused by the Boat. Because Marina has limited ability to safeguard its property and that of its customers under such conditions, Owner agrees that Marina is not liable for any storm or ice related damage to the Boat on Marina property.

**SLIP USE:** Owner may use the Slip only to moor the Boat, and for no other purpose. Use of Marina or the Slip for the purpose of conducting business, including chartering or otherwise renting the Boat, is prohibited unless authorized in advance and in writing by Marina. The Slip is non-transferrable and may not be sublet. If Owner wishes to vacate the Slip, Marina will attempt to re-rent the Slip and, if successful, will refund Owner that portion of the payment covered by any such re-rental. AIR B & B OR OTHER SUCH ACCOMMODATION RENTALS ARE EXPRESSLY PROHIBITED UNDER THE OWNER'S AGREEMENT WITH MARINA AND ARE GROUNDS FOR IMMEDIATE TERMINATION OF THE AGREEMENT WITHOUT REFUND.

**SPACE AVAILABILITY:** Marina reserves the right to temporarily or permanently move the Boat to a comparable dockage space other than that space initially assigned to the Boat without notice to Owner for reasons of safety or security of Marina property or the Boat and surrounding boats or for any reason that Marina, in its sole determination and judgment, determines is reasonable justification to move the Boat.

**SPACE HEATERS:** The use of space heaters is prohibited.

**STORAGE OF DINGHIES, PWCs, AND NON-VESSELS:** No dinghies, PWCs, trailers, dollies, campers, or any other vehicles may be stored on Marina property without a signed storage agreement and only at Marina's discretion. Dinghies may NOT, at any time, be stored on docks.

**SWIMMING, FISHING, CRABBING:** Swimming, fishing, and crabbing are prohibited at or in Marina.

**TRANSIENT USE:** Owner agrees to notify Marina if Owner intends to vacate the Boat from the Slip for more than overnight. Marina shall then have the right to place another boat or boats in the Slip for the time period the Boat is away without compensation or allowance of any kind to Owner. Should the Boat return early, Marina will make reasonable attempts to place the Boat in a suitable place until the Slip becomes available.

**UPDATED MARINA RULES AND CONDITIONS:** Owner agrees to comply with the Marina Rules and Conditions as updated from time-to-time.

**WATER:** Water will be shut off and on, at the sole discretion of Marina management as temperatures dictate. Water is normally turned off upon prediction of night time temperatures below freezing and turned on after all danger of freezing is past. Marina will attempt, but is not obligated, to inform Owner in advance of such procedures.

YACHT HAVEN OF ANNAPOLIS, LLC  
January 1, 2019