

TERMS AND CONDITIONS

This Agreement is made on the date shown on the reverse hereof between Lessees and Lessor.

- a) Lessees shall refrain from the use of profanity and/or the use of alcohol resulting in intoxication while on the premises of the Lessor or while on Lessees' boat while in its slip.
- b) Congeniality is a requisite for any tenancy. Lessees shall refrain from engaging in any abusive conduct which might interfere with the pleasure and comfort of neighbors, tenants and Lessor at Holiday Point Marina.
- c) Lessees shall keep an oil absorbent pad in the bilge area of their boat which sufficiently prevents any oil in the bilge from being discharged overboard.
- d) Lessees shall operate their boat only in a safe and prudent manner at the site of the marina or at the marina entrance.
- e) Holiday Point Marina (HPM) bills for its labor at regular rates for time and materials unless a definite contract price is agreed in writing. Terms are net cash for all services. Lessor invoices to Lessee including slip rental, repair work or supplies and full payment is required within thirty (30) days of receipt of said invoice. Lessees must pay all charges in full before HPM will launch their boat or permit Lessees to remove their boat from HPM. Lessees grant Lessor a security interest in their boat to secure full payment of any obligations hereunder.
- f) Lessees shall place trash, debris, liquids or other disposable items in appropriate containers supplied by Lessor and/or Lessees. Lessees shall refrain from polluting the waters by adding any foreign substance to said waters. Lessees shall immediately raise their boat if it sinks in its slip. Should Lessees fail to raise their sunken boat, Lessor may, at its option, raise the boat and Lessees agree Lessor shall be entitled to a salvage award.
- g) Lessees shall strictly obey the speed limits posted for the community of Selby-on-the-Bay. Lessor shall issue a warning notice for the first violation; Lessor has the option of canceling Lessees' slip agreement upon learning of a second violation.
- h) Lessees' failure to remove their boat from its slip upon termination of this slip agreement is a default and breach of this agreement. Lessor shall charge the prevailing transient rates commencing from date of termination of this agreement for any boat which Lessees fail to remove.
- i) Lessees shall be admitted to HPM and maintain their slip only if:
Lessees register, identify, mark, equip and maintain their boat in accordance with statutory requirement and safe practice; and,
Lessees permit Lessor to periodically inspect the boat to determine maintenance of proper safety conditions provided Lessor gives notice to Lessees of a scheduled inspection.
- j) Lessees shall maintain complete insurance coverage for their boat including liability coverage. Lessees remain responsible for damage they may cause to other boats at HPM and/or structures of facilities of HPM.
- k) In the event of a severe storm, HPM will attempt, if possible, to provide preparation and damage prevention service, the cost of which will be prorated over all boats. However, the Lessees are still solely responsible to take all emergency means possible, and HPM does not assume any responsibility for said protection or damages to the Lessees' boat.
- l) Where Lessees have elected to have boat placed on land in dry storage, Lessees shall be solely responsible for periodically checking boat and maintaining it in proper working order and free from damage by clearing the scuppers and drain holes of debris, snow, and ice, and by removing and storing sails and bumpers.
- m) Lessees come under the jurisdiction of HPM when they bring their boat into HPM and shall maneuver and berth the boat as directed by HPM. Lessees entering HPM under emergency conditions shall immediately report to the HPM office.
- n) Lessees shall store their tenders and/or skiffs on board their boat whenever possible and not on HPM docks. Lessees shall inform HPM office of all identification marks or name found on said tenders and/or skiffs. Lessees may install dock boxes, steps, etc. only with the express permission from Lessor.
- o) Lessees may engage outside mechanics, painters, etc. to service their boat only with the express permission and prior approval of Lessor. While the Lessees' boat is on the land Holiday Point Marina, the Lessees are not permitted to do any exterior work or repairs to their boat below the boat's toe-rail.
- p) Lessees may display sale or charter signs on their boat only with the express written permission of Lessor; otherwise, Lessor retains the right to remove such signs.
- q) Lessees shall refrain from placing supplies, materials, accessories or debris on HPM walkways.
- r) Lessees must accompany their children at all times.
- s) Lessees shall not leave electric heaters on dry stored boats at any time. Lessees must make advance arrangements with Lessors if Lessees intend to use electric heaters, air conditioners or other equipment which utilize more than normal amounts of electricity.
- t) Lessees shall not use barbecues, outdoor grills or start open fires of any kind on HPM docks or on board their boat whether same is hauled or remains afloat in slip.
- u) Divers are not allowed in marina without expressed written permission from HPM.

HOLIDAY POINT MARINA, LLC

By: 
Lessee

By: _____
Lessor

Lessor

Date: Sept 29, 2016

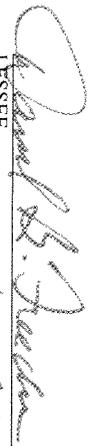
SLIP RENTAL AGREEMENT

THIS SLIP RENTAL AGREEMENT, made this 1st day of October, 2016, by and between HOLIDAY POINT MARINA, LLC (hereinafter called Lessor); and Daniel Friedman (hereinafter called lessees);

Lessor hereby leases to Lessees and the Lessees lease the slip known as Slip No. D338 located at Holiday Point Marina, Anne Arundel County, for the term of 5 months, beginning on the 1st day of October, 2016, and ending on the 28th day of February, 2017, and for the annual rent of \$ N/A payable at the signing of the lease at the office of the Lessor, subject to the following terms and conditions. SLIP TRANSFER FROM KINSMAN

1. For the purpose of this agreement, the term "Lessees" means the actual registered owner of the boat, the owner's family and/or guests, out-side labor, agents and assigns, and other persons using the boat.
2. Lessees shall use the slip only for the purpose of mooring Lessees' boat within said space. Lessees shall not sub-let, assign or advertise said slip or any part thereof. Lessor is under no obligation to refund any advance monies paid for the unused portion of the slip should Lessees terminate the slip rental agreement and remove the boat from Holiday Point Marina prior to termination of the term indicated above.
3. Lessor makes no warranty or representations concerning the leased slip and assumes no responsibility for the care of or risk to boat or property in or about said boat whether boat is moored or in dry storage, where boat is moored, it shall be the sole and exclusive obligation of Lessees to properly secure their docking lines, protect any personal property in or about said boat and to make any and all necessary repairs to maintain said boat in operating condition including adequate docking lines. Where boat is in dry storage, Lessor's responsibility is limited to blocking the boat.
4. Lessees shall have the exclusive use of their assigned slip at all times, providing they are not in default of any provision of this agreement. Lessees hereby grant, to Lessor, the right to temporarily reassign their slip to others, during the term of this lease, in the event that their vessel does not occupy the slip for five (5) consecutive days. Lessor agrees to make arrangements to have their slip vacated and available for Lessees use upon receipt of notice from Lessees as to the date they will return their boat to the slip. Lessor has right to move boat from Lessees slip as required.
5. Holiday Point Marina reserves the right to cancel this agreement upon ten (10) days written notice, mailed to the address of Lessees as set forth herein, and to retain any portion of the unearned rental, if, within the sole discretion of Lessor, Lessees have violated any applicable terms and conditions hereof including any of the conditions set forth on the reverse side of this agreement.
In the event Lessor elects to cancel this lease due to a violation of any condition set forth on the reverse side, indicated as a, b, c, d, e, f, g, h, i, j, k, l, m, n, o, p, q, r, s, t, u, and the provision thereof, Lessees will remove boat from said slip within fifteen (15) days of the date after notification by Lessor of its election to cancel this agreement. In the event Lessees have not removed the boat within fifteen (15) days of the date of notification to Lessees, Lessees specifically consent and do hereby authorize Lessor to board said boat and remove the same from the slip and to place the boat in dry storage at the Holiday Point Marina property, all at the option of Lessor. Lessees do hereby agree to pay immediately upon submittal of any invoices for all services necessary chargeable at Holiday Point Marina's prevailing rates to remove the boat from the slip and place it in dry storage.
In the event Lessor elects to cancel this lease in accordance with the condition (e) as set forth on the reverse side for Lessees' failure to pay all invoices for slip rental, repair work or supplies, within thirty (30) days of receipt of notice, Lessees specifically consent to, without any notice by Lessor, and authorize Lessor to board their boat and remove the same from the slip and place the boat in dry storage at Holiday Point Marina property, all at the option of Lessor.
Upon Lessor's submittal of an invoice for all necessary services chargeable at Holiday Point Marina's prevailing rates for said services, Lessees agree to pay these charges immediately.
6. All personal property of any kind of description on the premises of Holiday Point Marina, belonging to Lessees, shall be kept at Lessees' sole risk; and neither Lessor nor its agent shall be liable, with the exception of gross negligence, to Lessees or any person claiming through Lessees for injury to person or damage to or loss of property from any cause whatsoever including but not limited to all claims arising out of accidents to Lessees while on the premises and all claims arising out of fire, storm, theft, winds, ice, acts of God for damage or loss to Lessees' boat or personal property. Lessees do hereby assume all risks of and hold the Lessor harmless from all liability for personal injuries, loss of life or property damage resulting from any of the aforementioned happenings, and whether or not Lessees allege negligence of Lessor.
7. This lease will terminate on the 28th day of February, 2017. The next year renewal will be guaranteed only if a new lease is in Lessor's possession by February 1, 2017.
Payment of the annual rent in consideration of the renewal term shall be due and payable on March 1, and the failure to pay same on its due date shall entitle Lessor to the relief as set forth in Paragraph 5 of this agreement.
8. All accounts over thirty (30) days will be charged 18% per annum service charge.
9. In the event legal action is required to collect any sum due and payable or to enforce any other provision under this lease, Lessees agree to pay Lessor's attorney a fee of 25% of the amount due and payable hereunder, provided, however, that in the event of filing suit, Lessees agree to pay reasonable attorney's fees to Lessor's attorney as set by a Court, court costs and suit costs.
10. The provisions of this lease are severable and in any provision, clause, sentence, section, or part thereof, is held illegal, invalid or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of the acts or their application to Lessees or other persons or circumstances.
11. Lessor shall send any required notices pursuant to this agreement to the last address furnished by Lessees.
12. In the event Lessee's boat remains at Holiday Point Marina beyond the original term of this agreement, paragraphs 1, 3, 4, 5, 6, 8, 9, 10, 11, 12 and 13 and the terms and conditions "a" through "u" set forth on the reverse side of this agreement shall remain in full force as long as Lessees boat shall be stored at Holiday Point Marina.
13. The parties to this lease mutually agree that it shall be binding upon them, their respective heirs, executors, administrators, successors and assigns; that this lease contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.
EXECUTED this 29 day of Sept 2016 in duplicate, by parties hereto.

THE SIGNING OF THIS AGREEMENT BY LESSEES SIGNIFIES ACKNOWLEDGEMENT TO THE TERMS AS SET FORTH ON THE FACE AND REVERSE SIDE OF THIS DOCUMENT.

 (SEAL)
LESSEE
219 Stonehaven Rd 89, MD

HOLIDAY POINT MARINA, LLC
BY: _____
LESSOR

Mailing Address _____ (SEAL)
LESSEE

P.O. Box 595
Edgewater, MD 21037-0595
(410)956-2208