

**MONTHLY / YEARLY
METROPOLITAN BOARD OF PARKS AND RECREATION
DOCKAGE LICENSE**

This License Agreement made and entered into this 1st of July 2021,
by and between the Metropolitan Board of Parks and Recreation, hereinafter referred to as Licensor, and
Name: _____ of
Address: _____
hereinafter referred to as Licensee;

WITNESSETH:

That for and in consideration of the payment of license fees at the rate of \$_____ per month per vessel, payable on the first of each and every month, or at the rate of \$_____ per year, and in further consideration of the covenants and agreements of the license hereinafter set out, the Licensor does hereby grant to the Licensee the privilege to use and moor his/her boat at the Hamilton Creek Sailboat Marina, Slip/Space Number _____ until June 30, 2022, at the will of said Licensor, and subject always to the covenants, conditions and stipulations herein set forth, and to the rules and regulations as set out in this agreement, all of which are hereby made a part thereof.

1. All license fees due hereunder from the Licensee shall be paid in advance, and in accordance will all rules and regulations as are now in effect of which may hereafter be issued and promulgated by the said Licensor, and all of which are hereby specifically referred to and made a part hereof. The Licensor shall have prior and superior lien upon any and all boats, crafts, property, gear and equipment of the Licensee in or upon said boats, crafts, etc., for said license fees; and nothing herein contained shall affect such lien or any right the Licensor may have for unpaid license fees.
2. Licensee shall give a thirty (30) days notice to Licensor, *in writing*, to cancel this license and Licensee must pay remainder of month's fee and a penalty of one month's fee if said notice of cancellation is received by Licensor after the first day of any month. (EXAMPLE: Notice received April 1 -- boat removed April 30, no penalty due. Notice received April 3 -- boat removed May 3, fee for April and May must be paid. Notice received April 3 -- boat removed April 15, fee for April must be paid and fee for May also must be paid.)
3. A late charge of \$25.00 for residents of Davidson County and \$27.50 for non-residents shall be imposed on all monthly fees for all wet slips, \$10.00 for residents of Davidson County and \$11.00 for non-residents in dry storage, rack and beach the tenth of any month. If Licensee is delinquent for more than ten days on a monthly fee payment, Licensor at its option, may require the Licensee to pay the full remaining balance of the contractual year before the last day of the month that notice has been given by the Licensor and forfeit the ability to pay the monthly option for all future agreements or cancel this license and remove said boat from the premises at the expense of the Licensee. In the event that Licensor, pursuant to this paragraph, removes the boat from the premises for storage in another location, Licensee specifically waives and relinquishes any and all claims for damage, injury or loss of every kind, character, or description against the Licensor, its successors or assigns, its officers, agents or employees, arising out of any injury, damage or loss caused to said boat by reason of such removal and storage. Licensee further agrees to reimburse Licensor in full for any costs, including court costs and attorney fees that Licensor incurs in connection with the exercise of any rights arising under this license. Licensee further agrees to indemnify and hold harmless the Licensor, its successors, assigns, officers, agents and employees, from any and all claims or actions at law by any person whomsoever, for damages, injury or loss whatsoever, arising in connection with Licensor's removal and storage of the boat pursuant to this paragraph.
4. The Licensee agrees to keep all of his/her property moored in said Marina covered by adequate fire and theft insurance, and hereby waives all rights to hold the Licensor liable for any loss that may occur by reason of fire, riot or other damage arising in any manner whatsoever, of similar or dissimilar nature.

5. The Licensee agrees to indemnify the Licensor from and against any and all injury, loss or damage to the boat of said Marina, or to the Marina itself, by reason of any negligence of the Licensee, or his agents, servants, employees, or guests, in charge of, on, or using his crafts or property in the said Marina; to secure the payment of which a prior and superior lien is hereby retained by the Licensor on said boats, crafts, property, gear and equipment of the Licensee in or upon said boats, crafts, etc.
6. As part of the consideration of this said license, the Licensee specifically waives and relinquishes any and all claims for damage, injury or loss of every kind, character or description, against the Licensor, its successors or assigns, its officers, agents or employees, arising out of any injury, damage or loss, either to the person or property of said Licensee, or the person or property of any guest, agent, servant or employee of the Licensee using the said Marina. Said Licensee hereby indemnifies and agrees to hold harmless the Licensor, its successors, assigns, officers, agents and employees, of any and all claims or actions at law by any person whomsoever, for damages, injury or loss whatsoever, arising with reference to the use, occupation or perils of navigation, drift and drifting, windstorm, or other acts of God and the elements.
7. It is further understood and agreed by the parties hereto that the Licensor hereby reserves to itself, its successors and assigns, the right to terminate this license at its option, and without cause assigned, and without penalty for damages accruing to the Licensee. It is further understood and agreed that in case of fire in or on the boat of the Licensee, or any other boat, the Licensor reserves to itself, its successors or assigns, the right to cut said boat free; and such act shall be deemed of ordinary prudence, skill and diligence.
8. No commercial activity of any type or nature is permitted by Licensee in the Hamilton Creek Sailboat Marina without a Commercial Vendor Permit (CVP).
9. Only sailboats shall be docked or moored under this license and the maximum length of any such boat shall be thirty-five (35) feet on pier five in the designated ten slips, thirty feet (30) in the remaining pier five slips, twenty-eight (28) feet on pier 4, twenty-six feet (26) in the smaller wet slips and twenty-four (24) feet in the dry dock.
- (a) Boats need to be 26 feet in length or longer for dockage in the large wet slips. Any boat owner trading down in boat length less than 26 feet will be reassigned to a regular wet slip.
- (b) Any licensee that wishes to trade up in boat length larger than 25 feet will have to go through the waiting list for placement.

**THE FOLLOWING RULES AND REGULATIONS ARE TO BE OBSERVED
UNDER PENALTY OF TERMINATION OF DOCKAGE LICENSE:**

1. The word "Marina Management" is used here to indicate any person authorized to represent the Metropolitan Board of Parks and Recreation. The word "Licensee" is used here to indicate the owner (or his/her authorized representative) of any boat moored in the Marina.
2. (a) Dockage fees shall be strictly in accordance with published schedules. All slips, when paid yearly, in advance, shall be allowed a one-month's discount unless late in which the discount will no longer be applicable.

All fees shall be submitted by one of two options:

- Yearly Option: Pay the yearly fee prior to July 1 of the marina lease term
- Monthly Option: Payment shall be submitted through a scheduled "**Bill Pay Option**" (See Below for description) and received before the 10th of each month
- Personal checks will not be accepted for the monthly payment option

Bill Pay Option:

The Bill Pay Option is a feature available from a financial institution allowing a customer to schedule a transfer of money from their checking or credit account to a creditor or vendor such as a public utility to be credited against a specific account.

These payments are executed as a mailed paper check to Metro Parks and Recreation and scheduled for payment on the 1st of each month.

Exceptions: If there are limiting factors disallowing the Bill Pay Option, please email Russell.lackey@nashville.gov to start the exception process.

(b) If it is considered by the Metropolitan Board of Parks and Recreation to be in the best interest of the Marina and/or its tenants, the Board of Parks and Recreation reserves the right, after ten (10) days notice, to cancel this dockage license, with the Licensee removing his/her boat forthwith. Proportional reimbursement shall be made for the dockage fees.

(c) This dockage license is non-transferable, unless approved by Marina Management.

3. To be admitted and to continue as a Licensee of this Marina, a boat must be:

(a) Registered, insured, identified, marked, equipped and maintained as required by law and safe practices.

(b) Subject to periodic inspection by the Marina Management to determine the maintenance of proper safety conditions.

4. The Licensee agrees to keep all of his/her property moored in the Marina covered by adequate fire and theft insurance and hereby waives all rights to hold the Marina Management liable for any loss that may occur by reason of fire, theft, riot or any other damage arising in any manner whatsoever of similar or dissimilar nature. Licensee shall furnish Marina Management proof of adequate insurance upon demand.

5. When a boat enters the Marina, it immediately comes under the jurisdiction of Marina Management and shall be berthed only where ordered and maneuvered as directed. Boats entering the Marina under emergency shall be reported immediately by their owners to the Marina Management.

6. When a Licensee expects to have his/her boat out of a slip for an extended period, he/she shall so notify the Marina Management, in advance, who may allow said slip to be used for other purposes during this period.

7. All boats shall be secured in their berths in a manner acceptable to Marina Management, who, after notice to the Licensee, will adequately secure the boat and assess a service fee.

8. The Licensee will provide the Marina Management with a set of main door or hatch keys and ignition keys. The boat will only be entered by Marina Management for possible periodic inspections or for emergency service, otherwise, only with the authority of the Licensee. No other person will be allowed on the boat without the Licensee's permission.

9. All reasonable precautions shall be taken by the Marina Management to ensure the Licensee's property and safety. However, the Marina Management assumes no responsibility for the safety of any boat docked in the Marina and will not be liable for fire, theft, or damage to said vessel, its equipment, or any property in or on said boat, however arising.

10. The Licensee (and guests for whom he/she is responsible) agrees to adhere to the Metro Parks Code of Conduct, at all times, when on the property of the Metropolitan Board of Parks and Recreation or on any boat moored therein, so as to create no annoyance, hazard or nuisance to the Marina or to the other Licensees. This involves observance of all Parks Rules and Regulations, Marina regulations, good housekeeping and sanitation practices.

11. Licensees of Marina owning small boats, tenders and skiffs shall store same on board their larger boats when possible. Otherwise they must be kept off the docks or moored in slips at the posted rates. No dock boxes, steps, etc., can be installed without permission of the Marina Management.
12. No "outside" contractions of service organizations or individuals will be permitted to undertake any work on boats in the Marina without the approval of the Marina Management.
13. (a) All boats with toilets on board shall be equipped with a treatment device, property installed and approved under Section 312 of the Clear Water Act of 1977, Public Law 95-217 Marina Sanitation Devices and other applicable local, state and federal laws, rules and regulations.

(b) Licensees and their guests are to use the Marina's restrooms and all garbage and other refuse must be place in the receptacles provided by the Marina.
14. Noise shall be kept to a minimum at all times. Patrons shall use discretion in operating engines, generators, radios and television sets, so as not to create a nuisance or disturbance.
15. Advertising or soliciting shall not be permitted in any part of the Marina.
16. Swimming, diving or fishing shall not be permitted from the docks or finger piers.
17. Boat owners shall not place supplies, materials, accessories or debris on walkway and shall not construct thereon any lockers, chests, cabinets or similar structures, except with written approval of the Marina Management.
18. Laundry shall not be hung on boats, docks or finger piers in the Marina, nor shall "FOR SALE" signs be put on boats.
19. Pets will be admitted to the Marina only under leash and must not run loose on the grounds or other persons' boats.
20. Adults shall accompany Young children at all times.
21. "No Wake" speeds must be maintained at all times when entering or leaving the Marina.
22. In the event of severe storm, the Marina Management will attempt, if practicable and possible, to provide preparation and damage prevention service. However, the owner of the boat or his/her agent is still solely responsible to take all emergency measures possible, and the Marina Management does not assume any responsibility for said protection and/or damages to the owner's boat.
23. Licensee must use 30 amp UL Rated Shore Power Cable sets if leaving the vessel with power connected overnight while berthed in the slip. The usage of extension cables are permitted for temporary usage only while the Licensee is aboard.
24. Any infraction of the above rules and regulations of the Marina Management by the Licensee shall, at the option of the Marina Management, cancel this dockage license upon ten (10) days notice, and the Licensee shall forthwith remove his/her boat.
25. Marina rates, like other fees and charges, are subject to review and change annually, by the Metropolitan Board of Parks and Recreation.
26. In the event that it is necessary for Marina Management to remove from the water the boat of the Licensee for any reason whatsoever, Licensor and Marina Management shall not be responsible for any damage caused by said removal and further any removal shall be deemed to be done with ordinary prudence, skill and diligence.

IN WITNESS THEREOF, the parties have executed this instrument in duplicate on the day and year first herein written.

METROPOLITAN BOARD OF PARKS AND RECREATION

MARINA MANAGEMENT

LICENSOR:

LICENSEE:

BY: _____
(Metro Board of Parks & Recreation)

BY: _____
(Boat Owner)

DATE _____

Metro Board of Parks and Recreation
Hamilton Creek Marina
P.O. Box 196340
Nashville, TN. 37219-6340