



## **TERMS AND CONDITIONS TO THE CSCIA SLIP RENTAL AGREEMENT**

**(01/01/2025 Revised)**

The following terms and conditions are attached to and incorporated by reference into the Slip Rental Agreement (herein "Agreement") between lessee and the Cape St. Claire Improvement Association, Inc. ("CSCIA"), by its Piers Committee ("Committee").

1. Every boat for which an Agreement is written and accepted by the CSCIA must be either documented by the United States Coast Guard or registered with the State of Maryland, Department of Natural Resources. Whether documented or registered, every boat must have a valid (unexpired) State decal, which must be displayed at all times when the boat is docked at a CSCIA pier or within CSCIA marinas. Agreements submitted to the CSCIA without proof of documentation or registration will not be accepted and will be returned to the sender.
2. Agreements for boats observed docked, anchored, or moored at a CSCIA pier or within CSCIA marinas not bearing valid State decals or bearing expired State decals will be canceled unless valid decals are displayed within seven (7) calendar days of the date written notice is sent to the lessee via regular mail or to the e-mail address of record in the Agreement. The lessee must also confirm compliance with the notice by sending written confirmation to CSCIA.
3. Under any and all circumstance, lessee shall provide proof of valid documentation or State registration within seven (7) calendar days of the date written notice is sent to the lessee via regular mail or to the e-mail address of record in the Agreement. The lessee must send proof of valid documentation to CSCIA, 1223 River Bay Rd, Annapolis, MD 21409.
4. Every boat for which an Agreement is written and accepted by the CSCIA must provide proof of insurance. Under any and all circumstances, lessee shall provide valid documentation from the insurance company that insurance is in force. At any time upon request, valid documentation of in force insurance can be requested and must be provided within seven (7) calendar days of the date written notice is sent to the lessee via regular mail or to the e-mail address of record in the Agreement. The lessee must also confirm compliance with the notice by sending written confirmation to CSCIA, 1223 River Bay Rd, Annapolis, MD 21409.
5. Lessee may not allow the rented slip to be used for any boat other than the one



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described in the Agreement, may not assign the Agreement to any person, and may not dock, anchor, or moor the boat described in the Agreement in any other slip or within any CSCIA marina without the prior written consent of the CSCIA. Failure to comply with these terms will result in the termination of the Agreement.

6. Lessee shall indemnify, defend, and hold harmless CSCIA, its past, present, and future officers, directors, agents, servants, employees, legal representatives, heirs, assigns, successors in interest, insurers, and administrators from any and all loss, damage, or injury to any person or property caused by the act or omission of Lessee, his agents, servants, employees, invitees, and guests, or caused by the act or omission of CSCIA, its past, present, and future officers, directors, agents, servants, employees, legal representatives, heirs, assigns, successors in interest, insurers, and administrators, and Lessee shall be responsible all costs and expenses (including but not limited to attorney's fees and costs) incurred by CSCIA in connection with any litigation arising from said loss, damage, or injury. Lessee shall be responsible for any costs of enforcement as noted in Paragraph 15 of these Contract Terms.
7. Lessee agrees that CSCIA has no duty or obligation whatsoever to guard, care for, or protect the boat or any property of the Lessee, or to provide any other service or facilities for the Lessee's.  
  
proper use of the slip rented pursuant to the Agreement. Lessee further agrees that CSCIA shall have no responsibility to protect the boat or any property of the Lessee from any trespasser, CSCIA resident, guest, or invitee, or any other person or against any infringement by others on said slip, nor shall CSCIA have any other responsibility or duties hereunder.
8. Lessee accepts, and will comply with, all Rules Governing Slip Assignment and Use, a copy of which is attached hereto, and federal, state, and local laws, ordinances, and regulations at CSCIA marinas, piers, boat ramps, parking lots, and adjacent lands and waters and on boats, and said Rules Governing Slip Assignment and Use and federal, state, and local laws, ordinances, and regulations are herein incorporated by reference. Further, the following conduct by Lessee, their agents, servants, employees, guests, invitees, or family members are expressly prohibited and constitute grounds for canceling the Agreement (See Paragraph 13):
  - a) Intoxication on or at CSCIA marinas, piers, boat ramps, parking lots, and adjacent lands and waters or on boats or vehicles.



# Cape St. Claire

IMPROVEMENT ASSOCIATION

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- b) Excessive profanity on or at CSCIA marinas, piers, boat ramps, parking lots, and adjacent lands and waters or on boats or vehicles;
  - c) Abusive conduct which interferes with, or is likely to interfere with, the pleasure and comfort of neighbors, other slip tenants, or CSCIA;
  - d) Operation of boats and vehicles in any manner other than a safe and prudent one on or at CSCIA marinas, piers, boat ramps, parking lots, and adjacent lands and waters or on boats or vehicles:
  - e) The placement, disposal, or abandonment of trash, refuse, debris, flotsam, jetsam, and other disposable items in any location other than appropriate containers supplied by CSCIA; and/or pollution of the waters of CSCIA marinas, Deep Creek, Little Magothy or Magothy Rivers by adding, placing, disposing, or abandoning any foreign substance to said waters;
  - f) Use of 110 electrical services furnished by CSCIA (i) when the boat is not in use, (ii) when used for heating, air conditioning, or refrigeration units or for other excessive power drain as determined by CSCIA, or (iii) when connected to the boat's electrical service except for the sole purpose of charging batteries. Boats in slips which have access to 30-amp service (yellow boxes) may leave cords attached to outlets for all reasonable uses. Air conditioners, heating systems, and engine heaters shall not be operated while no one is aboard; and/or Breach of any term or condition of the Agreement documents; and/or
  - g) Violation or non-compliance with any federal, state, or local law, ordinance, or regulation at CSCIA marinas, piers, boat ramps, parking lots, and adjacent lands and waters and on boats. Such instance of violation or non-compliance shall constitute a material breach of the Agreement. Unless otherwise provided by law, proof of violation or non-compliance shall not require criminal conviction but shall be determined by CSCIA's good-faith determination. CSCIA shall have the right but not the obligation or duty to any person to terminate the Agreement on this basis.
9. A. Every boat docked, anchored, or moored at CSCIA piers or within CSCIA marinas shall be properly docked, anchored, or moored and maintained in a safe and secure condition at all times. Lessee must remove any sunken boat from a slip within seven (7) calendar days after the date written notice is sent to the Lessee via regular mail or to the e-mail address of record in the Agreement. Notwithstanding, If the Lessee's boat is sunk in such a place that it is or may become hazardous or difficult for other tenants to



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leave or enter their slip or the CSCIA pier area or marina, as shall be deemed by the CSCIA in its sole discretion, the Lessee must remove the boat within two (2) calendar days after written or verbal notice is sent to the Lessee via telephone or regular mail or to the e-mail address of record in the Agreement.

B. Lessee's boat must be in the assigned slip no later than June unless prior arrangements have been made in writing with the Committee.

C. CSCIA piers may not be used for "wet storage". Each and every boat docked, anchored, or moored at a CSCIA pier or within CSCIA marinas must be operated at least twice a month for the five (5) months from May 1st through September 30th of each year. The burden is on Lessee to demonstrate to the satisfaction of the Piers Committee that he or she has satisfied this requirement. If the Committee gives written notice to the Lessee via regular mail or the e-mail of record in the Agreement that the Lessee is not in compliance with the usage requirements of this paragraph, as shall be determined by the Committee in its sole discretion, the Lessee may establish subsequent compliance by leaving a message at a telephone number provided for that purpose in the written notice that the Lessee is operating the boat on a specific day. The message must be provided contemporaneously with the operation of the boat. Failure to comply will result in the termination of the contract.

D. In extraordinary circumstances, the Committee, in its sole discretion, may waive a requirement of paragraph 9 as to a Lessee.

- I 0. Lessee may be asked to serve two (2) nights during the calendar year on security patrol as assigned and coordinated by CSCIA. Lessee shall serve unless specifically excused.
11. The Agreement submitted by Lessee, which contains an ownership certification (or a substitute ownership certification which has been subsequently submitted and accepted by CSCIA) shall be true and correct at all times during the term of the Agreement.
12. Lessee acknowledges and agrees that it is in the best interests of CSCIA to maximize the use of slips at CSCIA piers and marinas for residents of Cape St. Claire. Lessee is expected to have a need to use a rental slip. If Lessee does not have a need to use a slip, the slip should be available to others. To this end, Lessee's boat must be moored in a slip at a CSCIA pier for a majority of the days from May 1 through September 30 unless prior written notice is given to CSCIA so that CSCIA may rent the slip to others on a



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temporary basis while Lessee's boat is away from the slip. A resident who has use of a slip at his house which will accommodate his boat will not be offered a slip rental agreement for a slip at a community marina. Extraordinary situations will be considered by the Piers Committee on a case-by-case basis and shall be determined by the Committee in its sole discretion.

13. CSCIA may cancel this Agreement and retain any portion of the unearned rent on seven (7) days written notice to Lessee via regular mail at the address of record on the Agreement for breach or default of a Terms of the Agreement, including these Terms and Conditions and the Rules Governing Slip Assignment and Use. In the event of cancelation, Lessee shall remove his boat from the slip and CSCIA piers and marinas by the earlier of:

- a.) seven (7) days after this Agreement has been canceled by CSCIA, or
- b.) expiration of the term of this Agreement (January 31) unless a new Agreement has been offered.

If Lessee has not removed his boat by the required date, Lessee specifically agrees and consents to pay CSCIA a daily rental rate equal to the highest rate charged by marinas in the vicinity of Annapolis harbor for transient boats per foot per day commencing on the next calendar day and for each calendar day thereafter until Lessee's boat is removed from the slip and CSCIA piers.

Payment of such a transient rental rate does not relieve Lessee of his obligation to remove his boat. If Lessee promptly removes the boat after cancellation of this Contract and CSCIA rents the slip to another eligible Lessee, CSCIA will remit the unearned rental after the effective date of the new rental.

14. If Lessee fails to move his boat pursuant to the terms of Paragraph 13 or pursuant to the reasonable request of CSCIA as provided under the Contract, including these Terms and Conditions and the Rules Governing Slip Assignment and Use, Lessee gives CSCIA permission to move the boat to another slip, even if the other slip may be a mud slip or be shallower than the boat's draw, and Lessee specifically releases CSCIA and its officers and agents from any and all liability which might otherwise arise therefrom.
15. The Contract is *not* automatically renewable. CSCIA will not consider offering Lessee a new contract for next year if CSCIA has notified Lessee in writing that Lessee has breached a provision

of the Contract, including these Terms and Conditions and Rules Governing Slip Assignment and Use, and such breach was not timely corrected or waived by CSCIA.

16. All notices shall be deemed given and effective under the Contract:
  - a) As to notices from CSCIA to Lessee: upon mailing, first class, postage prepaid, to Lessee's address as stated in the Contract, or upon receipt by the Lessee if delivery is made personally. The use of the e-mail address of record in the contract is acceptable only as noted.
  - b) As to notices to CSCIA from Lessee: upon receipt by CSCIA at 1223 River Bay Road, Annapolis, Maryland 21409.
17. Lessee agrees specifically to pay all of CSCIA's costs and expenses incurred in connection with enforcing or defending its rights under the terms of the Contract documents, including a reasonable attorney's fee.
18. Lessee agrees to and acknowledges an expressed MECHANIC'S LIEN on any boat owned wholly or in part by Lessee, and kept at any time in a CSCIA slip or moored to a CSCIA pier, to secure any slip rental or use fees, collection fees, Attorney's fees, and other costs associated with use of a CSCIA slip or pier.
19. DISPUTE RESOLUTION
  - a) If Lessee disagrees with an action or proposed action of the Piers Committee with respect to Lessee under this Contract, Lessee may request reconsideration within 15 days of such action or notice of the proposed action.
    - i) Such a request must be submitted in writing to CSCIA at the address given for notices in this contract.
    - ii) If a written request for reconsideration is not received by the CSCIA within 15 days, the action or proposed action of the Piers Committee with respect to Lessee under this Contract shall be FINAL for all purposes as to Lessee.
    - iii) If a written request for reconsideration is received by CSCIA, the Piers Committee will advise Lessee of its final decision in writing.