



DOCKAGE AGREEMENT

River Yacht Basin Marina
3620 Scenic Drive Mobile, AL 36605
251-776-4435
angie@bagrus.com

Slip #: _____

Length: _____

Admin Use
Revised 01/2025

This is a DOCKAGE AGREEMENT between RIVER YACHT BASIN MARINA 3620 Scenic Drive Mobile, AL 36605 and the Owners and / or Agents referred to herein: for the dockage of the described Vessel on the Terms and Conditions as hereinafter provided:

Please fill in all blank lines

1. OWNER'S INFORMATION (Proof of Ownership & proof of Liability Insurance Policy, minimum \$100,000.00, required).

Name(s):			Broker:
Billing Address:			Broker #:
City:	State:	Zip:	Captain:
Cell #:	ALT #:		Captain's #:
Email:			

2. VESSEL INFORMATION

Name:	Length:	Make:	Year:
Registration / Documentation Number(s):			Beam:
Power: ☐	Sail: ☐	Gas: ☐	Diesel: ☐
Inboard: ☐		Outboard: ☐	

3. VESSEL INSURANCE INFORMATION (Proof of Insurance Required- Please provide a copy with this signed agreement)

Carrier:	Policy Number:	
Agent Name:	Phone:	Exp Date:

4. DOCKAGE TERM: Yearly

Lease Commencement Date:

Departure Date:

5. DOCKAGE TERMS* Live- aboards are not permitted without written consent of the Company.

a. All vessels will & must VACATE once a storm has been named within 48 hours prior to landfall.

6. DOCKAGE CHARGES (Monthly) Subject to change (Owner will be notified first).

Owner's Initials _____ Dated: _____



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7. CREDIT CARD INFORMATION

VISA ☐

M/C ☐

AMEX ☐

Credit Card Number: _____

Exp. Date: _____

V/Code: _____

ALL CHARGES PERTAINING TO THIS VESSEL (INCLUDING APPLICABLE SALES TAX) ARE PAYABLE MONTHLY IN ADVANCE ON THE FIRST OF THE MONTH. ONLY ACCEPTABLE FORM OF PAYMENT WILL BE A MAJOR CREDIT CARD.

8. In addition to agreeing to the foregoing "Terms & Conditions", the Owner/ Agent hereby agree to the "Terms & Conditions" contained elsewhere in this agreement as well as the Marina's "Dockage Procedures" currently in existence & that they may be charged from time to time by the Company for said procedures.
9. I, Owner or Agent of said Vessel; do hereby release & hold harmless R Squared Investments, LLC & River Yacht Basin Marina from any & all liabilities & damages associated with, either wholly or partially, any hurricanes, tropical storms, tropical depressions and/ or weather disturbances of any kind or nature. This release also includes a release for any & all negligence of the above companies, their officers, employees & agents. I understand that I am responsible for my own insurance & have provided a copy of the Vessel's insurance policy's declaration page. *I HAVE READ THE ADDITIONAL TERMS & CONDITIONS.

Vessel Owner or Agent

River Yacht Basin Marina

Print Name

Authorized Representative

Date:

Date:

Signature

Signature

Owner's Initials _____ Dated: _____



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Additional Terms & Conditions

1. Company reserves the right to rent all dock spaces when vacant. Subleasing slips by the owner is not permitted.
2. Owner agrees to comply with all applicable laws, rules & regulations of the State as well as any other governmental body or regulatory authority.
3. Owner represents that information contained in the Dockage Agreement is accurate & agrees to update the information upon any change thereof.
4. No outside contractors of any type are permitted to work on any vessels docked without the express authorization & permission of the Company. All outside contractors must be adequately bonded.
5. The Company is authorized to move the described vessel at any time during the making of repairs or when necessary, for marina operations, without the Company in the manner becoming the bailee of the vessel or otherwise taking the vessel into its care, custody & control. Such movement always is acknowledged to be for the convenience of the Owner & without any liability on the part of the Company irrespective of cause, including, but not limited to, the negligence of the Company & / or its agents, representatives or employees.
6. Owner(s) of vessels are responsible for properly securing the vessels in order that they can sustain tide, winds & other elements & conditions. The Owner will be liable for any damages caused to persons, piers, docks or other vessels or any other property damage caused by their vessel. The Company will not be responsible for any damage to the vessel as a result of not being properly secured by the Owner or for any other reason.
7. Owner agrees to maintain his boat in the safe condition so that it will not become a hazard to other vessels stored & / or docked at the marina. Owner agrees for themselves, their heirs & assigns to save the Company harmless & to protect & indemnify it & its officers, employees & agents from any & all liability or damages for personal injury, loss of life or property damage to themselves, their family, their employees, their invitees, guests, agents & employees of the Company & third parties arising out or in connection with the condition or use of the described vessel or the use of the Company's premises irrespective of cause, including the negligence of the Company, or by reason of the any other matter including fire, theft, vandalism, collision, damage from water, wind, hurricane & weather & its effects.
8. The dockage rate contained hereinabove as well as any other chargers shall be valid on a yearly basis. Such dockage rates & charges shall be subject to change by the Company at any time at thirty days' notice to vessel Owner in writing at the vessel Owner's address herein. Notice is effective upon mailing.
9. This agreement is for the leasing of dockage space only. By making this space available to the vessel Owner, it is agreed that neither the vessel nor any of its equipment or personal effects is in the care, custody or control of the Company, nor is the Company a bailee of the vessel or any of its equipment or personal effects. Owner agrees that the keys to the vessel either remain in his custody & control or aboard the vessel & are not turned over to the Company. Although the keys or combinations to locks relating to the vessel may from time to time be left with the Company or aboard the Vessel, it is agreed that this is only for the convenience of the Owner & the Company, & in taking or keeping such keys & / or combinations to locks, assumes no responsibility (or either the safeguarding of the keys & / or locks or the vessel itself or its equipment or personal effects). The retention by the company of such keys & / or combinations does not substitute an assumption of a bailment relationship by the Company. (Cont'd)

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10. It is agreed that the space hereby leased to the vessel Owner is to be used by the Owner at his sole risk & the Company shall have no liability to the vessel or its Owner & / or underwriters for damages & / or losses from any cause whatsoever, including the negligence of the Company, its agents, representatives & / or employees, it is further agreed that even though the Company may from time to time have guards or other security personnel on duty, it is under no duty or obligation to do so & the vessel remains stored & / or docked at the sole risk of the Owner & the Company shall not be responsible for any loss or damage from any cause whatsoever, including the negligence of the Company & / or its agents, representatives & or employees. It is required that the vessel Owner maintain full insurance coverage on his vessel & its equipment as well as personal property coverage on any personal effect left aboard the vessel, since the Company does not & cannot maintain full care, custody & control of the vessel.
11. The Owner agrees to pay promptly when due all sums due under or by reason of this Agreement, charges on account, as well as other sums owed in connection with the use of the marina & facilities & by reason of any damage or other claims by Company against Owner or their vessel. Owner agrees to pay such sums incurred whether by Owner, the vessel or Owner's employees, guests, invites, agents or authorized representatives.
12. IN THE EVENT OF OWNER'S DEFAULT FOR NON-PAYMENT OF COSTS OF REPAIRS, IMPROVEMENTS, OR OTHER WORK ON THE VESSEL & RELATED TOWING CHARGES, STORAGE CHARGES OR MARINA STORAGE FEES AS PROVIDED IN THIS AGREEMENT. IN ADDITION TO ANY OTHER REMEDY PROVIDED BY LAW OR THIS AGREEMENT. OWNER AUTHORIZES COMPANY TO SELL THE VESSEL AT NON-JUDICIAL SALE. IN THE EVENT OF NON-PAYMENT OF THESE CHARGES FOR A PERIOD OF SIX MONTHS, IN WHICH EVENT THE REQUIREMENTS OF THAT SECTION SHALL BE FOLLOWED WHERE SALE IS PURSUANT TO THIS PARAGRAPH & THAT SECTION.
13. As an additional remedy for non-payment of sums due under this Agreement or any other default under this Agreement or failure to comply with the same or Dockside Procedures by Owner, their guests, invitees or other authorized persons, the vessel may be seized & removed by appropriate governmental authority including the U.S. Marshall for foreclosure of a maritime lien & Owner agrees to pay all costs & attorney's fees in connection therewith & consents to the appointment of Company or its representatives as substitute custodian in any legal proceedings and agrees to pay for the services as substitute custodian at a rate not to exceed that customarily paid to the U.S. Marshall's Office for custodial service in such cases.
14. The Owner agrees that the Company has a lien upon the vessel, its equipment & personal effects for all unpaid dockage charges & other sums owed to the Company by reason of this Dockage Agreement & charges on account, & other sums owed to the Company in connection with use of the marina & facilities & by reason of any damage or other claims by Company against Owner or his vessel. The Owner further agrees that without liability the Company is entitled to REFUSE PERMISSION FOR & PREVENT & STORE VESSEL & ITS EQUIPMENT & PERSONAL EFFECTS FROM LEAVING THE MARINA until such time as all unpaid dockage, other charges & obligations under this agreement have been paid.
15. In the event it becomes necessary for the Company to employ counsel to collect any obligations owed under or referred to in this Dockage Agreement or to enforce this agreement, including Dockside Procedures, in any way, the Owner agrees to pay the Company's reasonable costs of collection & reasonable attorney's fees & therefor agrees that the Company has a lien upon the vessel & its equipment & personal effects for such obligations. (Cont'd)

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16. The Company makes no warranties or representations, express or implied, concerning access to & from its docks & marina area, nor does the Company warrant that the waters within the confines of its docks & marina are free & clear of under-water obstructions. All ingress & egress to or from marina is at the Owner's risk.
 17. The Company makes no warranties, express or implied, concerning its services property or facility.
 18. Any provision of this Agreement which absolves the "Company" from responsibility or liability on any matter, also shall be deemed to absolve from responsibility or liability the Company's officers, directors, agents, employees & representatives.
 19. This Dockage Agreement & the terms & conditions herein may be charged only by an instrument in writing that is signed by an officer or authorized agent of the Company.
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DOCKSIDE PROCEDURES at RIVER YACHT BASIN MARINA

1. The Rules of the Road & the Navigation Laws in & of the United States apply to all vessels in or approaching Waterway Marina.
2. Noise must be always kept to a minimum. Owners, their guests & other authorized persons must use discretion in the operation of generators, engines & other power equipment so as not to create unreasonable noise.
3. The extent of vessel repairs & maintenance at the marina is at the discretion of the dockmaster.
Generally, major repairs are not permitted. No painting is permitted on docks or piers.
4. Walkways & finger piers are to be always kept clear. Storage of loose gear is not permitted on walkways or finger piers. Hoses, electrical cords & telephone cords should not cross piers or walkways. Charcoal fires are in no way permitted on the vessels or docks.
5. **NO WAKE PLEASE!** Vessel Owners are responsible for damage caused by the vessel's wake.
6. Refuse & garbage must not be disposed of overboard. Oil, spirits, inflammables & oily bilges must not be discharged into the marina waters. Should this occur a fine may be imposed by governmental authority. Moreover, in this circumstance River Yacht Basin Marina has the right to cause the vessel to be removed
7. from the marina at the owner's expense & risk & the owner shall pay all charges involved to effectuate cleanup.
8. Laundering & drying of laundry on finger piers, walkways, docks or rigging is not permitted.
9. The finger pier between slips is for the use of vessels on each side. Location of private gangways should be governed accordingly. In no case will a single gangway be allowed to block another vessel access.
10. River Yacht Basin Marina reserves the right to limit & govern all parking spaces.
11. Any work performed on vessels by outside workmen must be between the hours of 8:00am & 5:00pm, Monday through Saturday.
12. It shall be the responsibility of vessel Owners to keep their vessels in such condition that they do not become unsightly or dilapidated or reflect unfavorably upon the appearance standards that are maintained by Waterway Marina. Decks of all vessels moored at the marina docks shall be kept free & clear of debris, bottles, laundry, papers, trash or unsightly materials at all times.
13. Advertising signs are prohibited & solicitation of business or sale of merchandise at the marina is not permitted.

(cont'd)

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14. No dinghy's, inflatable boats, tenders or other watercraft or vessels may be moored within the Owner's slip in the marina, except for the Owner's vessel described in Dockage Agreement.
15. Violation of these procedures, disorder, indecorous conduct as well as failure to comply with the Dockage Agreement, whether by tenant, their guest(s) or other person(s) authorized by them to be at the marina, is cause for cancellation of the Dockage Agreement & Owner agrees, without liability of Company or its agents, employees or representatives, to immediate removal of the vessel, Owner & their guest(s), invites or other authorized persons. Removal may be by Company & / or its representatives, governmental authority including police or otherwise.

NO VESSEL MAY DISPLAY A FOR SALE SIGN OR BROKERAGE SIGN WITHOUT PERMISSION OF THE COMPANY

Owner's Initials _____ Dated: _____

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HURRICANE RELEASE FORM

I, _____ Owner or Agent of: _____
a _____

Do hereby release & hold harmless R Squared Investments, LLC & River Yacht Basin Marina; from any & all liabilities & damages associated with, either wholly or partially, any hurricanes, tropical storms, tropical depressions & / or weather disturbances of any kind or nature. This release also includes a release for any & all negligence of the above companies, their officers, employees & agents.

I understand that I am responsible for my own insurance. I will provide a copy of the vessel's insurance policy's declaration page if I have not already done so.

I understand vessel is to be removed from marina with any named storm 48 hours prior to landfall.

Today's Date:

Alt: _____

EMERGENCY PHONE NUMBERS: _

OWNER OR AGENT:

Print Name: _____

Signature: _____

Witness:

Print Name: _____

Signature: _____

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NOTICE TO VESSEL OWNER

In addition to agreeing to the foregoing terms and conditions, the owner hereby agrees to the terms and conditions contained elsewhere in this agreement as well as the Marina's "Dockside Procedures" currently in existence and as they may be changed from time to time by the Company. Owner represents that information contained in the dockage agreement is accurate and owner agrees to advise company within 24-hours of any changes to this information

The vessel Owner must maintain his/her/their vessel in a constant readiness for movement in case of necessity, which includes but is not limited to fire & weather disturbances & hurricanes. The vessel Owner of the vessel whose propulsion or other operational equipment is inoperative such that the vessel cannot be immediately removed & will remain so for a period in excess of 48 hours must notify the Dockmaster immediately & further inform the Dockmaster of the action being taken to place the vessel in operation as soon as possible. A marina owner, operator, employee or agent shall not be held liable for any damage incurred to a vessel from storms or hurricanes & is held harmless as a result of such actions.

R Squared Investments LLC, River Yacht Basin Marina, their officers, employees & agents shall NOT be held liable for any damage incurred to a vessel from storms or hurricanes & is held harmless as a result of such actions.

Vessel Owner or Authorized Representative
Printed Name

Signature: _____

Date: _____

By: River Yacht Basin Marina

Date: _____

Owner's Initials _____ Dated: _____

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