

**PROPERTY OWNERS ASSOCIATION OF ARUNDEL-ON-THE-BAY
(POA-AOTB)**

PO Box 4665 Annapolis, MD 21403
www.arundelonthebay.org

**POA-AOTB Newport Avenue Community Pier Boat Slip With Boat Lift Use
and Maintenance Agreement**

This Community Boat Slip With Boat Lift Use and Maintenance Agreement ("Lift Agreement") is entered into this _____ day of _____, _____, by and between the Property Owners Association of Arundel on the Bay, Inc. ("Association") and Property Owner(s) _____ ("Assignee"), whose address is _____.

Whereas, the Association is the owner and operator of the Newport Avenue Community Pier ("Newport Pier") which includes 22 slips and is subject to the Newport Community Pier and Redwood Avenue Boat Launch Ramp Operating Procedures currently effective as revised April 2, 2012, and as thereafter amended from time to time ("Pier and Ramp Rules").

Whereas, the Newport Pier includes Slip No. _____, in which an electric boat lift was installed and is now the property of the Association.

Whereas, Assignee is desirous of being assigned Slip No. _____ which includes the electric boat lift.

WHEREFORE in exchange for \$_____ to be paid to the Association upon execution of this Lift Agreement, to be allocated \$_____ for slip with boat lift rental and \$_____ as security deposit, and other good and valuable consideration, the parties agree as follows:

1. The Association hereby assigns Slip No. _____ to Assignee for the term _____ to _____ subject to the terms and conditions contained herein, as well as the terms and conditions of all Association governing documents pertaining to Assignees' use of the Newport Pier and Slip, including the Association's Constitution and By-laws, and the Pier and Ramp Rules. Assignees are jointly and severally liable for all obligations arising under this Lift Agreement.
2. Assignee agrees to keep the boat lift in good operation and repair during the term of this Agreement and any subsequent renewals. Assignee acknowledges the boat lift uses a remote control device for operation and agrees to return the remote control device in working order to the Association at the termination of the term of this Lift Agreement.

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3. If the boat lift, remote control, and slip are surrendered operating properly and in as good a condition of repair as at the time of the execution of this Lift Agreement, then the Association will refund Assignees' deposit of \$_____ to Assignee.
4. If the Association determines that the electric boat lift in Slip No. _____ should be removed and/or moved to another location, it may do so with at least 90 days advance notice to Assignee.
5. Assignee will use and operate the boat lift in a safe and prudent manner, and in compliance with all manufacturer specifications and applicable rules, procedures, laws, and/or regulations.
6. The Association makes no warranties, representations, or guarantees of any kind regarding the condition, safety, effectiveness and/or other physical or operational condition of any kind regarding the boat lift. Assignee expressly agrees to accept the boat lift "as is", to use it at their own risk. Assignee further agrees to hold harmless, defend and indemnify the Association from any claims, damages, harms, injuries, causes of action and/or complaints of any kind pertaining to persons or property of any kind arising out of his and/or his guests, agents, and/or family members' use and/or operation of the boat lift. The provisions of this paragraph 6 bind the Assignees' heirs and/or successors in interest.
7. The parties expressly agree that this Lift Agreement shall be governed by the law of the State of Maryland. In any action to enforce this Lift Agreement, the prevailing party shall be entitled to their reasonable attorneys fees and costs.
8. The "Whereas" clauses above are expressly deemed to be part of this Agreement.
9. This Lift Agreement may not be assigned by either party.

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Property Owners Association of Arundel on the Bay, Inc.

By: _____

President, POA-AOTB

Date: _____

Assignee:

Date: _____

Assignee:

Date: _____