

**GKW VENTURES, INC.
dba PADDLE OR PEDAL**

Agreement for Boat Storage License

Rack Id:_____

This agreement is made this _____ day of _____, 20____ between PADDLE OR PEDAL, (the "Operator") and the owner named below:

Owner Name: _____

Address: _____

Email Address: _____

Home #: _____ Mobile #: _____

Operator (Paddle or Pedal) hereby grants owner the license to use space at Paddle or Pedal (herein referred to as the "Marina") designated as Slip/Storage location (*circle one*) Quiet Waters Park, or Chesapeake Beach, subject to the following terms and conditions:

Section 1. Owner Information and Boat Description.

Boat(s) Description:

Type _____

Make _____

Size _____

Serial # _____

Color(s) _____

Owner hereby orders a non-transferable license, limited to the owner(s) and the Boat named above, for the Boat to occupy space at the above-named Marina. The person ordering such license and any owner(s) for whom such person is acting with actual, implied, or apparent authority shall all be jointly and severally personally liable for payment of all charges directly or indirectly arising out of or authorized by any provision herein, and are collectively included in the term "Owner" as used herein. Upon acceptance of this Agreement by the Operator evidenced by its signature at the end thereof, the Owner and Operator agree as follows.

Section 2. License Term and Payment Amount

The above-named Boat is licensed to occupy one space per boat at the Marina as may from time to time be determined by the operator in its sole discretion. The period of occupancy (unless otherwise terminated as provided herein) shall be as follows: "Owner" hereby selects the following license term and payment amount (check one):

() ANNUAL – from April 1 through March 31 (12 months) in the amount of \$300. per year

() OTHER, e.g., pro-rated for partial contract year remaining (\$25 per mo.) Described below.

Section 3. Termination

(a) This license may be terminated at any time by the Operator without cause, as its option, without liability on the Operator's part, which shall refund the pro-rated balance of any fees paid in advance. It may be terminated by the owner at any time by notifying the Marina manager in writing, in which event the Operator shall have no obligation to refund any part of the license fee paid in advance. The license may be terminated for cause by the Operator if the owner is in

violation or default of any provision herein, including furnishing false or misleading information in this Agreement, in which event the operator shall have no obligation to refund any part of the license fee paid in advance.

(b) If this license is terminated for any reason, the Boat must be immediately removed from the Marina, either from its rack or at such other place at the Marina as it may be, unless the Operator agrees differently in writing. However, if any amount is due and owing to the Operator may impound the Boat until all charges, including costs and the Operator's attorney's fees, are paid in full.

(c) If the Boat is not immediately removed from the marina when its license terminates, commencing the first day following the last day on which the license was validly in effect, Owner agrees to pay the daily transient rate of \$1.00 per foot per day for each day the Boat remains at the Marina. If the vessel has been impounded by the Operator because at termination the charges have not been paid, the Operator shall be entitled to the daily transient rate for storage, so long as the Boat remains at the Marina.

Section 4. Payment and Interest Charges for Late Payment

Owner agrees to pay the license fee above provided promptly on or before the date due. If the fees due are not paid in full when due, the Operator may immediately, at its option, regard the license herein as terminated by reason of default on the part of the Owner. If the Boat remains at the Marina thereafter, the Owner agrees that the charge therefore will be at the operator's daily transient rate of \$1.00 per foot of Boat length per day, provided, however, that this shall not prejudice or affect the Operator's right to remove the Boat from the Marina, or place it on land, if it so chooses. If the Operator elects to place the Boat on land, the transient rates shall apply. If it elects to have the Boat removed from the Marina, Owner agrees to pay all costs, including towing, reasonable attorney's fees, and all other costs and expenses involved, and hereby gives the Operator permission to remove the Boat without liability for its safety. In addition to the foregoing, the operator may elect to impose a 1% per month late charge on all amounts owing to it by Owner.

Section 5. Payment

Owner shall make all payments due hereunder on time, and shall have the burden of showing that payment of any charge was, in fact, received on time by the Operator. The Operator is under no obligation to accept any checks, and Owner shall be obligated, if the Operator shall so desire, to pay all charges and fees due in cash or certified check.

Section 6. Default

Any failure by Owner to comply with the provisions of this Agreement shall constitute a default entitling the Operator, without notice, to exercise immediately all its rights including, without limitation, declaring the license herein terminated, proceeding to recover all amounts due and owing from the Owner, and removing, retaining, selling or disposing of the Boat as provided herein. In any action brought in state or federal court by the Operator, it shall be entitled to recover all costs and expenses, including attorney's fees. If suit is brought in admiralty for unpaid charges hereunder the Marina (or such other marina as it designates) shall be appointed substitute custodian of the Boat at the custodial marina's normal daily rate for transients, plus any additional amounts resulting from extra costs incurred by the Operator for care of the Boat such as insurance, lines, security, etc. Immediately upon such substitute custodian's being appointed, Owner agrees to cause the Boat to be vacated for the period of such custody, removing only personal possessions (which shall not include any of the Boat's equipment).

Section 7. Owner's Responsibility for Emergency Work

Owner assumes full responsibility for seeing to it that the Boat is properly secured, with suitable lines, properly tied, locked, and secured at all times, so that the Boat will be secure in all wind and weather conditions. Should circumstances, including but not limited to weather, rain, floods, ice, snow, freezing temperatures, high winds, high or low water, collision with objects or vessels, boat wake, acts of God or third parties, require any action to prevent or try to prevent damage to the Boat, such action shall be the sole responsibility of the Owner. The operator has merely licensed space at its location, assumes no responsibility of any sort for the Boat, and is not in any way obligated to take any action or perform any services with respect to the Boat. It may however, at any time, take such steps and perform such services with regard to the Boat as in its sole discretion it shall choose, including securing the Boat in such manner, and with such lines, as it shall deem proper. It shall not be liable for loss of or damage to said Boat occurring before, during or after said services shall have been performed, or for failure to provide any or all said services. Owner shall pay for all services performed, or goods or materials used, in any work done, whether emergency or otherwise, in an effort to protect or safeguard the Boat or other boats, docks, installations or persons from damage by the Boat, regardless of the success of such efforts.

Section 8. Liability of Operator

The Operator shall not be liable for any loss or damage to the above-described vessel or the contents thereof, or for injury to any person, due to fire, theft, collision, windstorm, rain, ice, snow, cold weather, electrolytic action, accidents, sinking, acts of God, acts of other persons, whether licensees of the Operator or not, or due to other causes not enumerated above. The Operator is not considered an insurer of the property or person or Owner, guests, invitees, or any other person all of whom come on the Marina's premises at their own risk. Owner must have full and complete insurance coverage of his own against all boat and boating hazards, theft and hazards of personal injury.

Section 9. Liability of Owner, Prohibited Acts

The Owner shall be liable for any damage, injury or loss whatsoever, including attorney's fees, to the Operator or its personnel caused directly or indirectly by the Owner, Owner's family, guests or agents; all the aforesaid persons shall obey all Marina rules and orders of the Operator's personnel, and shall promptly dispose of any or remove all trash, equipment or other materials from marina grounds or docks and shall refrain from any conduct disruptive to the Marina or persons there.

Section 10. Retention of Boat

The Operator shall have a continuing lien on the Boat for all unpaid charges even if unbilled. The owner shall not remove the Boat from the Marina without the operator's consent in writing if there are any unpaid charges owing to the Operator, whether billed or not. The Operator may retain the Boat pending full payment, and may move it to land or to another slip. If the Boat is removed from the Marina while any of said charges are still unpaid, the Operator may enter on the Boat wherever it is, bring it to the Marina or such other place as it chooses and retain it pending payment. The Owner shall at all times disclose the whereabouts of the Boat. Costs in retaining, moving and/or recovering the Boat may be recovered from the owner and also shall be a charge and lien against the Boat. The Owner shall not hinder, delay or obstruct the Operator in exercising any of its rights hereunder, and shall leave and vacate the Boat whenever so requested by the Operator.

Section 11. Removal of Boat

Owner expressly acknowledges that space at the Marina is scarce and valuable. If the operator, through its manager or other person in authority, terminates this license and requests Owner, orally or in writing, to remove the Boat from the Marina, including its land, docks and adjacent waters, Owner shall do so promptly, and in any case, within 30 days from such request. If owner fails to do so, the Operator may remove the Boat by placing it outside the Marina grounds, regardless of whether the Boat will be safe in said location, and the Operator shall not in any way be responsible for the safety or well-being of the Boat, or its contents.

Section 12. Sale or Disposal of Boat

In the event of non-payment by Owner of charges billed by the Operator within 30 days (whether such charges arise from license fees due hereunder, or from work done on the Boat by the Operator) or failure by Owner to remove the Boat within 30 days after request to do so, in addition to any other remedies it may have under state, federal or other applicable law or hereunder, unless the said charges are paid in full or the Boat is removed, as the case may be, or other resolution satisfactory to the Operator is reached, the Operator may sell or otherwise dispose of, or if the Boat has little or no market value, or is worth less than the amount owed to the Operator, destroy said Boat, upon notice to Owner in writing that such steps will be taken after 45 days, hand delivered or mailed to the Owner by registered or certified mail, at the last known address, and also placed on the Boat itself, If said mail is not picked up, and reasonable efforts through the use of the telephone book or inquires at Owner's place of business to locate Owner are unsuccessful, the Operator may act without further notice after said 45-day period has elapsed. If the Boat is sold, the Operator shall not be obligated to advertise said sale, conduct an auction, obtain the best possible price, or follow any other particular procedures, except that the sale shall be commercially reasonable. Owner agrees that this requirement shall be met by advertising the sale once in the Boat section (if any) of a daily newspaper having a general circulation in the city or county where the Marina is located and selling the Boat for the highest immediate cash price offered. It shall pay Owner the proceeds of sale remaining after deduction by the Operator of all charges due it, and costs, including attorney's fees, incurred in said sale. If the Owner cannot be found, the Operator may retain said proceeds. Although not obligated to do so, the Operator may pay the proceeds to any lien holder. It may sell the Boat to itself. The Owner hereby gives the Operator power of attorney to transfer title to said Boat.

Section 13. Sunken/Damaged Boat

In the event the Boat shall for any reason sink while secured at the storage location, berthed dockside or while otherwise occupying waters used by customers of the Marina, the Operator may take immediate steps to raise and repair or remove said Boat, all costs of which shall be at Owner's expense.

Section 14. Jurisdiction, Venue, and Enforcement of Operator Rights

The Operator may sue to enforce any rights hereunder in the State of Maryland as the case may be, and Owner hereby consents to such jurisdiction and venue. The provisions hereof shall be construed under the law of such jurisdiction. The Operator shall be entitled to injunctive relief to aid in securing any of its rights hereunder. The owner agrees that Operator personnel may enter upon the Boat at any time for enforcement of any rights of the operator hereunder or under applicable law, and may use reasonable means to effect such entry, and in removing, rejecting, retaining or recovering the Boat as provided herein.

Section 15. Notices

All notices, statements of amounts due and other communications to the Owner shall be deemed to have been given if mailed to the address stated above or by notice attached to the Boat. Notice to Operator shall be given during business hours at the principal office of the Operator.

Section 16. No Deviation from Provisions

Owner is not permitted to deviate from, or amend or relax in any manner, the provisions of this Agreement. Any changes herein must be approved in writing by an officer of the Operator.

Section 17. Severability

In the event any provision herein shall be held not enforceable, this shall not affect any other provision.

Section 18. Waiver

Failure of Operator to enforce any provision herein shall not constitute a waiver of its rights with respect to any other breaches or violations of this Agreement.

Section 19. Rules and Regulations

The rules and regulations applicable to the Marina and Quiet Waters Park are incorporated in this agreement by this reference and are expressly made a part of this license Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written. Owner hereby acknowledges receipt of a copy of this Agreement and the Marina rules and regulations

PADDLE OR PEDAL

OWNER

DATE: _____

DATE: _____