

GEORGE WASHINGTON'S  
**MOUNT ★ VERNON**

## Personal Vessel Docking Agreement

Date: \_\_\_\_\_

Owner(s)/ Licensee's Name: \_\_\_\_\_

Vessel's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Boat State Registration State and Number (if applicable): \_\_\_\_\_

USCG Documentation Number (if applicable): \_\_\_\_\_

Overall Length\*: \_\_\_\_\_ Make & Model: \_\_\_\_\_

(\* Overall length includes bow or stern pulpit, bowsprit, swim platform, and outboard motors)

Make of Boat: \_\_\_\_\_ Power: \_\_\_\_\_ Sail: \_\_\_\_\_

In consideration of being permitted to dock the vessel at the Wharf at George Washington's Mount Vernon Estate and Gardens (the "Estate") the undersigned "Licensee" agrees as follows

1. The Licensee shall pay all necessary and appropriate fees pertaining to admission and use of George Washington's Mount Vernon Estate & Gardens. Docking is only permitted during the posted regular operating hours. No overnight docking is permitted.
2. Mount Vernon reserves the right to refuse dock space to any vessel.
3. The Licensee shall be liable for any damage to the Mount Vernon wharf, pilings, other facilities or river channel, arising out of contact with Licensee's Vessel or any fuel or appurtenance therefrom, including, without limitation, wharf or dock damage, environmental clean up costs and fines, and all other liabilities, including, but not limited to reasonable attorneys' fees. Licensee agrees to replace or repair the damage to the wharf and any portion or property of the Estate caused by Licensee, the Vessel or its passengers or crew.
4. Licensee agrees to indemnify, defend and hold Mount Vernon and its officers, directors agents, servants, employees or contractors from any and all other claims or loss (including, but not limited to reasonable attorney's fees) of any other owners of property or vessels docked at Mount Vernon arising out of contact with the Licensee's Vessel.

5. The Licensee currently maintains liability insurance coverage on the Vessel.

6. Licensee is responsible for properly securing his/her vessel, especially on approach of any storm. Licensee agrees that it is not relying in any way upon the skill or intervention of Mount Vernon to protect the Vessel should foul or dangerous weather threaten to damage, or damage the Vessel. In the event of an emergency, or if the Vessel is unattended and the Licensee cannot be reached, the Mount Vernon reserves the right for the Harbor Master or other Mount Vernon employees to take whatever action is necessary to provide for the safety of the wharf, the Vessel, surrounding vessels. However, Mount Vernon is not obligated to take such action. Additionally, Licensee agrees to hold Mount Vernon harmless from any and all liability, loss, or damage caused by or to the Vessel out of failure of Licensee to move the Vessel, the inability of Mount Vernon to contact Licensee, or the movement of the Vessel by Mount Vernon.

7. This agreement is for use of wharf space only. Such space shall be used at the sole risk of Licensee and his/her passengers and crew. Mount Vernon, its officers, directors agents, servants, employees or contractors shall not be liable for the care or protection of Licensee's Vessel and/or other properties or for any claim, loss or cost arising in whole or in part out of any injury, loss or damage to the Vessel, Licensee or his passengers and crew members while in or at Mount Vernon or in transit thereto and therefrom, or out of any condition within or around the Mount Vernon wharf, unless due solely to gross negligence or willful misconduct on the part of Mount Vernon, nor for any claim, loss or cost arising in whole or in part out of any act or omission of another vessel or owner or persons acting thereunder. The parties acknowledge that Mount Vernon is not liable for any loss, damage, or theft of the Vessel, its equipment or any other property of the licensee. Licensee agrees to indemnify and hold harmless Mount Vernon and its officers, directors agents, servants, employees or contractors from any such loss or personal injury, including, but not limited to reasonable attorneys' fees.

8. No cooking grills or open flames are permitted on the wharf or on vessels docked to the wharf.

9. Rafting only allowed with the permission of the Wharf Master.

10. Licensee shall hold harmless and indemnify Mount Vernon, its officers, agents and employees from and against any claim, loss or cost including without limitation, attorney's fees, arising in whole or in part, out of any injury, loss or damage to any person or property anywhere occasioned by any act or omission of the Licensee, any act or omission of any person operating, on-board, or visiting the Vessel, or any act or omission related to the Vessel. In addition to the foregoing, Mount Vernon may make all repairs and replacements to the dock, walkways and slips necessitated by any of the foregoing acts or omissions and the Licensee shall pay to Mount Vernon on demand all costs and expenses thereof.

11. Any dispute arising hereunder shall be governed by the laws of the Commonwealth of Virginia without regard to its choice of law principals as supplemented by Federal Admiralty law, and any action to enforce this agreement must be brought exclusively in the courts of Fairfax County Virginia

Licensee's signature: \_\_\_\_\_

Date: \_\_\_\_\_