

Beverly Port Marina

43 Water Street, Beverly, MA 01915

(978) 232-3300 Fax (978) 232-3329 www.beverlyportmarina.com

Date: _____

BEVERLY PORT MARINA, INC ("the Marina") hereby leases to:

Boat Owner: _____	Boat Name: _____
Address: _____	OA Length: _____ Beam: _____ Year: _____
City: _____	Make: _____ Model: _____
Home Tele: _____ Work Tel: _____	Registration/Doc#: _____
E-mail Address: _____	Boat Insurance Co.: _____
Check here if you want statements sent by e-mail: _____	Insurance Amount: _____

_____ I would like my statements sent by e-mail. My e-mail address is _____

Marina services please check:

Boats to be stored _____ Summer Slip _____ Winter Inside Rack _____ Winter out top rack _____ Winter Outside Dry
as follows: _____ Summer I/O Rack _____ Winter Outside Rack _____ Winter Wet _____ Winter live aboard _____

For **year round storage** (April 15, 2009 to April 14, 2010) to be charged as follows:

- \$ _____ Paid at time of contract (reflects discount), or
- \$ _____ to be paid in 12 monthly payments of \$ _____ due on the first of each month; first payment due with contract.
- \$ _____ Electrical usage at the dock has a \$125.00 per year administrative fee due at time of contract plus metered usage fee billed as used.
- \$ _____ Jack stand rental of \$25/stand. Powerboats up to 34' require 4 stands, over 35' require 6 stands. Sailboats up to 25' require 5 stands, over 26' require 7 stands. Owner's stands must be identified with surnames. There is a charge for summer storage of owner stands. Paid in two equal installments 50% with contract and 50% due December 1.

For **winter only storage** (October 15, 2009 to April 15, 2010) to be charged as follows:

- \$ _____ Paid in two equal installments; \$ _____ due with contract and \$ _____ due December 1.
- \$ _____ Jack stand rental of \$25/stand. Powerboats up to 34' require 4 stands, over 35' require 6 stands. Sailboats up to 25' require 5 stands, over 26' require 7 stands. Owner's stands must be identified with surnames. There is a charge for summer storage of owner stands. Paid in two equal installments 50% with contract and 50% due December 1.

For **summer only storage** (April 15, 2009 to October 14, 2010) to be charged as follows:

- \$ _____ Paid in two equal installments: \$ _____ due with contract and \$ _____ due May 1.
- \$ _____ Electrical usage at the dock has a \$125.00 per year administrative fee due at time of contract plus metered usage fee billed as used.

FEES WILL BE ASSESSED FOR ALL OVERSTAYS Please call the Marina if your contract expires and your boat is still here.

All charges unpaid after 30 days are subject to a service charge of 1.5% per month. All charges must be paid before removing any vessel from the Marina. This contract is for the above period only. The Boat Owner agrees to daily transient storage fees if the boat is left on the Marina premises beyond the expiration date of this contract, and contract terms continue until boat is removed.

The Boat Owner does hereby warrant and represent to the Marina that he now has and shall have throughout the term of this contract or stay, will keep and maintain in full force and effect insurance on this boat and the equipment thereon, insuring the Boat Owner against loss from fire, theft, upset and other perils now or thereafter customarily contained in an all-risk marina policy. This contract is not transferable nor assignable by the Boat Owner and it is understood that the Boat Owner's liability is for the full amount of this contract and any charges assessed hereunder, and no refunds will be made after the contract has been accepted by the Marina.

Any boat placed in storage at the Marina under this contract shall be subject to the terms and conditions on both sides of this document, as well as the **Beverly Port Marina Regulations**, which are attached and incorporated herein by reference. It is understood that this contract may be altered or amended only by a written instrument signed by the Marina's corporate officers and the Boat Owner.

****NO REFUNDS OR ADJUSTMENTS****

BOAT OWNER WARRANTS THAT THE ABOVE BOAT LENGTH IS ACCURATE.

I READ, UNDERSTAND AND AGREE TO BOTH SIDES OF THIS CONTRACT AND THE BEVERLY PORT MARINA REGULATIONS AND UNDERSTAND THERE IS A SEPARATE CITY OF BEVERLY SLIP/RACK/MOORING FEE.

BOAT OWNER'S SIGNATURE

Accepted by BEVERLY PORT MARINA, Inc.

_____ Date: _____

_____ Date: _____

TERMS AND CONDITIONS

1. This Contract does not convey any interest in real property and is merely a LICENSE to use an assigned slip and/or yard or rack space for storage and use, not repair of the boat described on the reverse. This license is revocable by the Marina at any time without notice. The Marina has the right to cancel this contract and license for the Boat Owner's violation of the terms and conditions herein or any of the Beverly Port Marina Regulations and, in such an event, the Marina shall retain any and all payments by the Boat Owner, which shall be forfeited.
2. The Boat Owner agrees that the Marina shall have the right but not the obligation to relocate his boat while it is docked, stored or located within the Marina premises as the Marina shall deem appropriate, including but not limited to the right to move the boat and/or remove the boat from the water. The Boat owner agrees that the Marina shall have the right to haul the boat of the Boat Owner's account with the marina is delinquent and the Marina shall have the right to hold the boat until payment of all delinquent charges are paid. The Boat Owner agrees to reimburse the Marina for charges accrued in connection with hauling the boat and returning the boat to the water at prevailing rates. Subject to the terms and conditions herein, the Boat Owner shall at all times have the full care, custody and control of his boat. The Marina, its servants or employees, when on the said boat or exercising its rights hereunder, shall be deemed to be the agent for the Boat Owner for such purposes. Under no circumstances shall this contract nor any action by the Marina be construed as having created a bailment between the Marina and Boat Owner.
3. Each of the parties hereto releases the other (and each person and legal entity claiming through each of them) from any and all liability or responsibility to the other (and each person and legal entity claiming through the other by way of subrogation or otherwise) by way of loss or damage to property caused by fire or other insured casualty even if such fire or other insured shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible, provided, however, that this Release shall be applicable and in force and effect only with respect to loss or damage accruing during such time as the releasors' policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair the coverage of such policy or prohibits the right of releaser to convey thereunder. Each party agrees that it will use its best effort to obtain or include such a clause or endorsement from its insurer so long as the same shall be obtainable without extra cost or if extra costs shall be charged therefore, so long as the other party pays such extra costs.
4. It is expressly agreed that all charges, costs and expense of carrying the boat to water from its place of storage, all repairs to said boat at any time, storage charges thereon, sale of materials thereto, and all other costs and expenses incident thereto shall create a Security Interest in said boat, her tackle, apparel and furniture within the application of Massachusetts Uniform Commercial Code—Mass. G.L. Chapter 106, Sec.9-102, for the benefit of Beverly Port Marina, Inc. ("the Marina") its successors and assigns. If the Boat Owner fails to pay the full amount owed to the Marina within 30 days of the date said amount is due, the Marina shall have the right to resort to all rights and remedies granted under the provision of Mass. G.L. Chapter 255 and the Uniform Commercial Code—Mass. G.L. Chapter 106, Sec.9 (including, without limitation, Sec. 9-504) including, but not limited to, the right of public or private sale. In the exercise of the right of private sale of said boat, her tackle, apparel and furniture, 21 days' written notice of the time and place of said sale shall be placed in a newspaper of general circulation in the City of Boston once a week for three successive weeks stating the time and place and describing the property in question. Notice published in such a Boston paper and notice sent to the Boat Owner may be concurrent. It is understood that the Marina shall first deduct and pay to itself from said price reasonable expenses of retaking, preparing for sale, selling and the like, reasonable attorneys' fees and legal expenses incurred by the Marina of any common law lien, statutory or admiralty liens by law, and it is expressly hereby agreed that a maritime lien, for any of the services set out above which are performed on said boat shall be created on said boat, her tackle, apparel and furniture, which maritime lien shall be enforced as an alternative remedy by the Marina, its successors and assigns in either Federal or State courts.
5. The Boat Owner is well aware that the consideration paid to the Marina for the dockage or storage of his boat is disproportionately small in comparison to the value of the boat and equipment involved, and the Boat Owner is well aware of the various types of risks that are involved and associated with dockage or storage of his boat on the Marina premises. Therefore, it is agreed that the boat and all other property of the Boat Owner, his employees, servants, agents, and guests, which may be brought on the Marina premises, during the term of this contract and any extensions thereof are at the sole risk of the Boat Owner, his employees, servants, agents, and guests, and Marina, its agents, servants and employees will not be liable for any loss of or damage to said property under any circumstances including, but not limited to fire theft, vandalism, water damage and any negligent acts or omissions and no withstanding any asserted or actual breach of this contract by the Marina to the extent permitted by law. The Boat Owner further agrees and does hereby, on behalf of himself, his heirs, assigns, executors, employees, servants, agents and guests, during the term of this contract and any extension thereof, release, indemnify and save harmless the Marina, and its agents, servants, and employees from any liability for any loss or damage to the person or property of the Boat Owner, his employees, servants, agents, and guests, under any circumstances, including any negligent acts or omissions of the Marina, to the extent permitted by law, and the Boat Owner agrees on behalf of himself, his employees, servants, agents, and guests to assume the sole risk of any such loss or damage.
6. Services to be provided include:
 - YEAR-ROUND STORAGE—Includes haul-out, bottom wash and launch. Shore power is metered and billed monthly.
 - SUMMER SLIP STORAGE—Shore power is metered and charged to the Boat Owner.
 - SUMMER RACK STORAGE—Includes one launch and haul per day from May 1 through October 1; launching by appointment only outside those dates. Summer-only rack customers must have boats removed from the building no later than later than October 14.
 - WET WINTER STORAGE—Shore power is metered and charged to the Boat Owner.
 - DRY WINTER STORAGE—Includes haul-out, bottom wash and launch.
 - PARKING—This contract entitles Boat Owner to use of **two** parking spaces. Any vehicle without a parking permit conspicuously displayed, or parked in fire lanes or zones, will be towed at owner's expense. All vehicles entering the Marina must be operated in compliance with posted signs and so as not to cause discomfort to others. Vehicles must be parked so as not to prevent free movement of yard equipment.
 - OUTSIDE CONTRACTORS- must have a minimum of a \$3,000,000 liability INSURANCE; must sign in and out of the Marina office and must pay \$5.00 per hour charge for parking, water, electric and other miscellaneous usage. Boat Owner agrees to be liable for any charges not paid by its outside contractor.
7. Shore power will be charged at the Marina's cost, plus reasonable administrative fees. A meter charge of \$75 per year will be charged.
8. Waiver of any conditions by the Marina shall not be a continuing waiver.
9. Delinquent charges of 1.5% per month (18% per year) will be assessed on past due balances, together with all costs of collection and attorney's fees. The Marina reserves the right to withhold launching services from any customer with an outstanding balance.
10. If a vessel requires any special handling, the boat owner must request such in advance and it is to be agreed upon in writing. Additional fees may apply.

1. If a vessel requires any special handling, the boat owner must request such in advance and it is to be agreed upon in writing. Additional fees may apply. When a boat enters the Marina, it immediately comes under the jurisdiction of the Marina Dock Master and shall be berthed or moored only as directed. Any boat not in its assigned slip maybe hauled by the Marina at its owner's expense.
2. No sub-leasing of slips or moorings, or transfer of boats between slips or moorings will be allowed except upon prior permission of the Marina. No refunds will be given.
3. All boats must have hull, fuel leakage & liability Insurance. The Boat Owner will be held responsible for any damage which he may cause to other boats or structures in the Marina. "Any boat which may sink in the Marina shall be removed by the Marina at the expense of the Boat Owner."
4. No advertising, soliciting or "For Sale" signs shall be permitted on any boat within the Marina without expressed written permission from the Marina management. If anyone other than the Boat Owner is showing or demonstrating a boat, such person must register with the Marina, a and Marina employee must be present during such showing or demonstration. A reasonable fee for such service will be charged. If the Marina provides any additional service (e.g., removing covers, etc.) a reasonable fee will also be charged.
5. A service fee will be charged for securing improperly tied up boats, although the Marina assumes no obligation to properly tie up any boats. All dock lines will be supplied by the Boat Owner and be kept in good condition and replaced when necessary.
6. All boats shall be in a seaworthy condition and shall not constitute a fire hazard or they will be removed from the Marina at the Boat Owner's expense. All boats must be marked or identified as required by law.
7. No cradles are permitted. Dry winter customers must rent Jack Stands from the Marina, or provide their own stands, in which case they must be removed from the yard within 24 hours of the launch. The Marina will not be responsible for stands if left in the yard over 24 hours, and a charge for summer storage of the stands will apply.
8. Boats operating within the Marina shall leave no wake, and be operated at no greater speed than 5 miles per hour. No sailing or diving will be permitted within the Marina; all boats not at docks must be under power.
9. Tenders and skiffs shall be stored on board larger vessels when possible, otherwise they must be kept off the docks or moored at tender floats, with written permission from the Marina and with identification markets or names recorded with the Marina. Trailers may only be stored at the Marina under a separate written storage agreement. No dinghies or inflatable craft are to be stored on the docks.
10. No charcoal fires or open fires of any kind will be allowed in any part of the Marina, including on the boats, except in areas specifically designated by the Marina for charcoal cooking. Posted "No Smoking" regulations must be observed.
11. Work, repairs or maintenance on boats in the Marina will be permitted ONLY by the Boat Owner, Marina personnel, and Registered Contractors approved in writing by the Marina. Beverly Port Marina reserves the right to refuse entry to any outside contractors.
12. Refuse and garbage shall be deposited only in receptacles provided by the Marina, and in no case shall be thrown overboard. Winter storage customers are responsible for cleaning the area around their stored boats; a cleaning charge will assessed if the area is not kept and left in a clean condition.
13. No swimming, diving, skin diving or fishing is allowed in the Marina. No cleaning of fish, except in designated areas, is allowed on Marina property.
14. Noise shall be minimized at all times, Boat Owners shall use discretion in operating motors, generators, or radios so as not to create a nuisance. Televisions, radios, etc, and motors with ineffective mufflers shall be operated only during the hours of 8 a.m. to 11p.m.
15. Boat owners shall not store supplies, material, accessories or debris upon floats or fingers and shall not construct thereon any lockers, chests, cabinets, steps, ramps or similar structures except with written permission of Marina management.
16. Disorder, depredations or indecorous conduct by a Boat Owner, his servants, agents, invitees, or guests, that might injure a person, cause damage to property, or harm the reputation of the Marina shall constitute a breach of the Marina Storage Contract, thereby releasing the Marina from any further obligation to the boat Owner, without any obligation or refund. Upon notice to the Boat Owner of a breach of this paragraph, the Boat Owner shall remove his boat from the Marina within seven days, failing which the boat will be removed at the Boat Owner's expense.
17. When a boat is tied at its berth at the Marina, occupants will use head facilities provided on shore.
18. The Marina reserves the right to rent slips, racks or moorings to transients when not occupied by the Boat Owner, with such rent to accrue to the Marina, not the Boat Owner. The Boat Owner agrees to notify Dock Master when he expects to leave and return from a trip of 24 -hour duration or longer so the slip, rack or mooring can be used for this purpose and to avoid any inconvenience to Boat Owner upon his return.
19. All children must be accompanied by adults. Children under the age of 12 must wear life jackets while on or around dock areas.
20. Pets shall be kept on leash at all times and walked only in designated areas. Owners shall be responsible for cleaning up messes left by pets.
21. Fueling of boats is to take place at the gas dock ONLY. Fueling of boats at the slip is forbidden and will result in immediate loss of Marina privileges, without refund.
22. Admission to the Marina may be refused to any person not satisfactorily identified.
23. Boats will not lie at the gas dock or any assigned service dock unless being worked on by Marina Personnel or assigned to be there by a Marina employee.
24. Sailboats stored in the Yard should have their masts removed. If the Boat Owner does not have the masts removed, he assumes all risk of damage and / or personal injury and agrees to indemnify and hold the Marina harmless against all claims and demands arising from the failure to remove the masts.
25. The Marina shall not be responsible for delays in hauling, storing or launching.
26. Canvassing, winterization and drain plug removal and replacement are the sole responsibility of the Boat Owner. All loose accessories and equipment (other than standard fixed equipment) must be removed before placing boat in storage, or agree to pay an additional fee for handling if necessary.
27. No power cords will be left connected to boats, tools or other accessories or equipment either overnight or in Boat Owner's absence from the immediate area.