



**SAFE HARBOR**  
— HAWTHORNE COVE —

Safe Harbor Hawthorne Cove  
10 White St.  
Salem, MA 01970  
Email: hawthornecove@shmarinas.com  
Phone: (978) 740-9890  
Fax: (978) 740-9994

## 2019 – 2020 Winter Storage Agreement

OWNER INFORMATION		BOAT INFORMATION	
NAME	BOAT ID/BOAT NAME	YEAR	
CUSTOMER NUMBER	MAKE & MODEL	LOA	
STREET ADDRESS	REGISTRATION/DOCUMENTATION NUMBER	BEAM	DRAFT
CITY, STATE, ZIP	KEY/LOCK COMBINATION & LOCATION	HULL ID	
PHONE NUMBER	INSURANCE COMPANY	<input type="checkbox"/> POWER <input type="checkbox"/> SAIL	
EMAIL ADDRESS	POLICY NUMBER	EXPIRATION DATE	

**Term:** November 1, 2019 – April 30, 2020

This Agreement must be received with a 50% non-refundable down payment on or before **September 28, 2019**. The remaining balance will be due once the boat is in storage.

### Storage Options

LOCATION: \_\_\_\_\_

#### Outside Storage

- Outside Storage
- Dinghy Storage
- Trailer Storage
- Bottom Wash

“LOA” = Measured Length Overall  
 “Square Feet” (“SQ FT”) = LOA x Maximum Beam

LOA / SQ FT: \_\_\_\_\_ x RATE: \_\_\_\_\_

STORAGE CHARGE: \_\_\_\_\_

ADDITIONAL CHARGES: \_\_\_\_\_

SUBTOTAL: \_\_\_\_\_

SALES TAX: \_\_\_\_\_

ENVIRONMENTAL FEE: \_\_\_\_\_

ELECTRIC CHARGE: \_\_\_\_\_

TOTAL: \_\_\_\_\_

DOWN PAYMENT (50%): \_\_\_\_\_

REMAINING BALANCE DUE\*: \_\_\_\_\_

\*Note: Owner’s Boat will be measured by the Marina for accurate billing purposes. Any discrepancy between the LOA listed and the Marina’s determination of LOA could result in additional fees.



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Owner acknowledges that Owner has read and fully understands and agrees to be bound by this Agreement, including, without limitation, the General Terms and Conditions, the marina rules, and the Winter Contract Terms and Conditions which are incorporated by reference. Owner certifies that the information provided is correct and agrees to promptly notify the Marina in the event of changes to the above information. Copies of the current Boat registration or documentation and certificates of current insurance policies are required to be kept at the Marina office for as long as the Boat is in the Marina.

IN WITNESS WHEREOF, Owner and the Marina have duly executed this Agreement as of the day and year written below.

This Agreement is not binding until signed by both parties.

“MARINA”

“OWNER”

SHM Hawthorne Cove, LLC,  
a Delaware limited liability company

\_\_\_\_\_  
Print: First Name, Last Name

By: \_\_\_\_\_  
(Authorized Signatory)

Sign Here: \_\_\_\_\_  
(Owner)

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

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

**PAYMENT CARD AUTHORIZATION**

**Service:** All service orders require credit on account in the amount of the work to be done as estimated before work is commenced. Once service has been completed, Owner will be sent an invoice for Owner’s records. If the payment has not been received within two (2) weeks of the invoice date, Owner’s Payment Card will be charged the full balance.

**Slips and Storage:** Slip and storage payments are due as outlined on their respective contracts. If payment is not received by the applicable due date, Owner’s Payment Card will be charged the fees due.

**NOTE: Notwithstanding anything written elsewhere in this authorization, customers wishing to remove their vessel from Marina property must make full payment of all amounts owed on account before the vessel will be released.**

OWNER HEREBY AUTHORIZES SHM Hawthorne Cove, LLC (the “Marina”), or its affiliates to charge Owner’s Payment Card in accordance with the terms outlined in this authorization. Owner certifies that Owner is an authorized user of this payment card and that Owner will not dispute the payment with Owner’s payment card company; so long as the transaction corresponds to the terms indicated in this form.

This authorization shall remain in full force and effect until the Marina has received written notification from Owner of termination of this authorization in such time and in such a manner as to afford the Marina a reasonable opportunity to act on such notification.

NOTE: ALL WRITTEN AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

Cardholder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Last 4 Digits of Payment Card: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

**DEFINITIONS:** When capitalized and used herein, the term "**Marina**" shall refer to the boatyard or marina named above, its owner, operator and any affiliates or successors; the term "**Owner**" shall refer to the Boat's owner, owner's agents and/or representatives; the term "**Boat**" shall refer to the vessel's hull, equipment and all other vessel-related property of the Owner when the vessel is stored at the Marina; and the term "**Slip**" shall refer to the Marina slip assigned to the Owner.

**LAWS APPLICABLE:** The parties to this contract are governed by applicable federal, state and local laws and regulations, including those of EPA, OSHA and state environmental offices.

**MARINA RULES AND REGULATIONS:** Owner agrees to comply with all Marina rules and regulations as updated from time-to-time.

**SLIP:** Owner may use the Slip only to moor the Boat, and for no other purpose. Use of the Marina or the Slip for the purpose of conducting business, including chartering or otherwise renting the Boat, is prohibited unless authorized in writing by the Marina.

**APPARENT OBLIGATION AND SEVERABILITY:** No language in the Marina's contract or associated documents authorizing the Marina to take specific actions on the Owner's behalf shall be construed to create an obligation on the Marina's behalf. The parties agree that if any part of this contract is deemed unenforceable by an administrative agency or court of law, the remainder of this document shall remain in full effect and binding upon the parties.

**APPARENT AUTHORITY:** The Marina is unable to police the various representatives of an Owner. Therefore, the Owner agrees that unless the Marina is notified in writing beforehand, anyone in possession or apparent charge of the Boat shall be deemed to have the authority to act on behalf of the Owner, and the Marina shall be entitled to accept and act in reliance upon orders or requests of such persons for services, supplies, work or other materials of any kind for the benefit of the Boat.

**OWNERSHIP BY ENTITY:** In the event that Ownership of a Boat is a corporation or entity other than an individual, the person signing this contract on behalf of the Ownership shall be jointly and personally liable for all obligations of the Owner under this contract.

**ABSENCE OF SECURITY:** This contract contains no provision or obligation for the providing of on-site security, guard service or surveillance by the Marina. While the Marina will make reasonable efforts to provide as secure a facility as possible, the Owner agrees that the Marina shall not be held liable for theft or vandalism or other criminal acts taking place at the Marina or on the Boat.

**CONDITION OF BOAT:** By signing this contract, the Owner represents that the Boat is seaworthy and safe to be worked on by the Marina's employees, unless specifically stated otherwise in this contract and initialed by Marina staff. The Owner and the Boat will be liable to the Marina for any loss, damage or injuries attributable to any such causes not disclosed and that were not reasonably foreseeable by nature of the work involved. The Marina reserves the right to inspect

**INDECOROUS CONDUCT:** Owner shall be responsible for the conduct and control of his/her family members, agents, employees, contractors, crews, guests, invitees, passengers or permittees (collectively "**Owner Parties**"). Indecorous conduct by Owner or Owner Parties that in the Marina's opinion (i) is a nuisance, (ii) disturbs or interferes with the quiet enjoyment (including the use of illegal drugs or becoming intoxicated by alcohol), or (iii) might cause harm to any person or property (including the Marina reputation) shall, at the option of the Marina, be cause for immediate termination, without refund, of this agreement.

**WHEN BOAT IS IN DANGER:** If the Boat is in danger as defined below, the Owner hereby authorizes the Marina to take reasonable and appropriate actions, at the Owners expense, to mitigate the danger. A Boat shall be deemed to be in danger when it poses a threat of sinking, burning, capsizing, causing a hazard to navigation, causing unlawful pollution, causing damage to Marina property or that of other Marina customers, or if, in the Marina's judgment, the Boat poses any similar threat. The Owner agrees to be bound by the Marina's actions and shall be fully responsible for all related expenses incurred.

### **INSURANCE REQUIREMENTS:**

(a) Owner shall at all times during the course of this agreement, using an insurance company that is acceptable to the Marina, maintain a Protection and Indemnity policy of insurance with limits of not less than \$500,000 and a deductible of not more than \$10,000 per occurrence,  naming Safe Harbor

Marinas, LLC, and its affiliates and subsidiaries as additional insureds. Owner shall also maintain a Hull and Machinery policy covering at least 100% of the present actual cash value of the Boat, with endorsements for extended perils, damage by fire, electrolysis or stray current corrosion, pollution and fuel spills, salvage and wreckage removal, vandalism and burglary. Such limits of insurance are minimum requirements only and are not intended in any way to limit the insurance available under such insurance policies or Owner's liability. Upon execution of this agreement and as requested by the Marina from time-to-time, Owner shall provide the Marina with a certificate of insurance evidencing required coverage and shall produce evidence of the renewal of the policies no later than 30 days prior to their expiration. All policies of insurance shall require 30 days advance notice by the insurance company to the Marina of any amendment or cancellation.

(b) If Marina permits outside contractors, subcontractors or other workers employed by Owner to perform work for the Owner, all contractors, subcontractors or other workers employed by Owner shall: (i) register at the Marina Office each day prior to beginning work; (ii) provide proof of insurance in amounts required by the Marina and in compliance with the terms of the policies noted above  naming Safe Harbor Marinas, LLC, and its affiliates and subsidiaries as additional insureds; (iii) comply with all Applicable Laws; and (4) execute any agreement required by the Marina.

(c) Failure to comply with any of the terms of this section may, at the option of the Marina, result in immediate termination of this agreement without refund.

**HAUL BY OR LAY UP:** Owner is responsible for advising the Marina as to any "Lay Up" or "Haul By" dates as mandated by their Boat hull insurance or other property or liability insurance. The Marina makes no guarantee that the Boat will be winterized and/or out of the water by any particular date, as such activities are subject to delays from weather, placement of other vessels ashore and various issues beyond Marina's control. It is strongly suggested that Owner contact their insurance company to ensure their vessel is properly insured until the Marina confirms it is laid up, decommissioned and/or ashore.

### **LIABILITY AND INDEMNIFICATION:**

(a) Owner agrees to purchase and maintain insurance against such risks as Owner deems prudent and shall look only to said insurance for compensation or damages related to any losses regardless of responsibility. As to all such policies of insurance and all claims made thereon, for himself/herself/itself and his/her/its insurers, Owner specifically waives all right of subrogation against the Marina and the Marina Parties. Nothing in this agreement is intended to or shall be construed as exonerating the Marina or the Marina Parties from liability based on harm directly caused by its sole negligence, willful misconduct or gross negligence. Solely for the purpose of this Section, the term "Marina Common Areas" shall include but not be limited to all areas in, on or around the Boat, the Slip, the dock areas, the walks, floats, ramps, gangways, convenience facilities, parking areas, walkways, and roads in, around and leading to and around the Marina's premises.

(b) **All risk of loss or damage to property and of personal injury or death shall be upon the Owner, and Owner shall be responsible for and shall promptly, upon demand, pay the Marina for any costs or damage incurred by the Marina or others due to acts or omissions of the Owner, the Boat, or the Owner Parties. Owner agrees that Marina, International Marina Group I, LP, Safe Harbor Marinas, LLC, and their affiliates and their officers, agents and employees (collectively, the "Marina Parties") shall not be liable to Owner or to any party claiming by, through or under Owner for (and Owner hereby releases the Marina and the Marina Parties from any claim or responsibility for) any injury to persons, damages (no matter how occurring), or damage to or destruction, loss, or loss of use, or theft of any property (including the Boat), or of any injury (including death), caused by casualty, electrical shock, electrical shock drowning, interruption of or interference with utilities, theft, fire, third parties, collision, allision, chafing, dock maintenance or faulty repair, or any other matter or cause (including any named storm or act of God); EXCEPT TO THE EXTENT CAUSED BY THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE MARINA OR MARINA PARTIES.**

(c) **Owner agrees to indemnify, protect, defend and hold harmless the Marina and the Marina Parties for, from and against all liabilities, claims, fines, penalties, costs, damages or injuries (including death) to**

Owner, any Owner Parties or any other persons, damages to or loss of property or the Boat, losses, liens, causes of action, suits, judgments and expenses, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or part) (i) theft, fire, collision, allision, chafing, dock maintenance or faulty repair, or by reason of any other cause; (ii) Owner's or the Owner Parties' use of the Boat, the Marina or the Marina Common Areas, (iii) any activity, work or other things done, permitted or suffered by the Owner or Owner Parties, (iv) any breach or default in the performance of any of Owner's obligations under this agreement or the exercise by Owner of its rights, (v) any act, omission, negligence or willful misconduct of Owner or Owner Parties, or (vi) any damage to Owner's, and Owner Parties', or third party's property; EXCEPT TO THE EXTENT CAUSED BY THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE MARINA OR MARINA PARTIES.

**AFFILIATE TRANSFER:** Notwithstanding anything in this agreement to the contrary, Marina hereby reserves the right to transfer and/or assign (in whole or in part) the rights, duties and obligations of Marina under this agreement to any affiliate of Marina without the consent or approval of Owner. In the event of any such transfer and/or assignment (in whole or in part) to any such affiliate of Marina, Marina may continue to collect and receive all or any portion of the amounts payable hereunder by Owner as agent for and on behalf of such affiliate-transferee/assignee and notify Owner thereof in writing.

**INVOICES AND PAYMENTS:** Invoices shall be mailed monthly and are due and payable at the time they are rendered. If any fees are not paid by the applicable due date or if any check is returned for insufficient funds, a late charge of \$30.00 may be imposed. An interest charge not greater than 1.5% monthly (18% annually) or the highest rate allowed by law will be applied to any balance greater than thirty (30) days past due. In accordance with State and Federal maritime law, the Marina reserves the right to retain the Boat without additional legal action until such time as all debts are satisfied. Any expense associated with such retention shall accrue to the unpaid balance due and payable before release. If a Boat leaves the Marina with an outstanding invoice due, the Marina in no way relinquishes its claim to payment or right to regain possession of the Boat until all debts are satisfied. In addition, the Marina retains full ownership rights in all tangible property installed as part of its work on the Boat until payment for such work is made in full, including the right to physically remove any such equipment from the Boat. All payments shall be final and non-refundable.

**BOATS LEFT AT MARINA BEYOND ORIGINAL CONTRACT PERIOD:** In the event the Owner does not arrange to have the Boat removed from the Marina property at the end of the contract period, the Marina may, but will have no obligation to, continue to store the Boat in a manner most convenient for the Marina, and the rates charged for such storage will be the then-prevailing rates plus 20%. In such an instance, all terms and conditions regarding collection costs and expenses, including the recovery of attorney's fees, will continue to apply.

**ENVIRONMENTAL SURCHARGE:** The Marina shall have the right to assess surcharge up to 2% on all invoices to offset the cost of complying with environmental laws and regulations pertaining to the disposal of hazardous materials originating on customers' boats and to the operation of the Marina in compliance with such laws and regulations.

**LIEN:** Owner hereby grants to the Marina a lien on the Boat for any fees or damages payable under this agreement as well as any fees due for mechanical work performed or other services rendered which are not paid to the Marina when due and the Marina may pursue all legal and equitable remedies to perfect and foreclose said lien, including but not limited to chaining or locking the Boat, and the Boat shall not be removed from the Marina on a permanent basis and the licensor may retain possession of the Boat until all such fees or damages payable under this agreement have been paid in full. The right of enforcement of the lien herein granted to the Marina shall be in addition to any and all other rights and remedies available to the Marina hereunder or in connection herewith and shall not in any manner alter, waiver or abrogate Owner's personal liability hereunder. To secure the lien rights granted herein, the Marina shall have the right to file one or more financing statements in the jurisdiction of Owner's residence as that jurisdiction appears on the certificate of title to the Boat or an equivalent document. **THIS AGREEMENT INCORPORATES BY REFERENCE FEDERAL STATUTE 46 U.S.C., § 31342 (A/K/A THE COMMERCIAL INSTRUMENTS AND MARITIME LIEN ACT) AND SECTION 49-55**

**OF THE CONNECTICUT STATUTES (2016) UNDER WHICH THE MARINA MAY FORECLOSE ITS LIEN ON OWNER'S BOAT IN THE EVENT OF NON-PAYMENT OF THE FEES DUE AND PAYABLE HEREUNDER. THE RIGHTS AVAILABLE TO THE MARINA UNDER SAID STATUTES ARE IN ADDITION TO ANY AND ALL OTHER RIGHTS WHICH THE MARINA HAS AVAILABLE TO IT UNDER THIS AGREEMENT OR OTHERWISE AT LAW AND/OR IN EQUITY.**

**DISPUTE RESOLUTION:** The Owner acknowledges that the withholding of payment shall not be an acceptable form of dispute resolution. In the event that the Owner and Marina are unable to agree on the amount due for work performed or services rendered, such disagreement shall be settled as follows: Any complaint about the quality, adequacy or totality of work performed shall obligate the Marina to nothing more than the correcting of such validly demonstrated defects at no additional cost to the Owner. Any claim of unreasonable charges shall entitle the Owner solely to a detailed written and itemized accounting of the charges. In the event that the Boat has left the Marina, the Owner accepts full financial responsibility for returning it to the Marina for complaints to be assessed and repairs, if any, to be made. In cases in which work is performed by another company to repair an alleged inadequacy of the Marina's work, excluding repairs that are immediately necessary to the safety and welfare of the Boat and its crew, that work shall indisputably release the Marina from any obligation to correct or discount the work initially performed. This section shall survive the termination or expiration of this agreement.

**DEFAULT:** If Owner breaches any term of this agreement, all of which are a material inducement to Marina entering into this agreement, Owner shall be in default. Upon a default by Owner, in addition to any other rights or remedies available to Marina, Marina may elect to immediately terminate this agreement, without refund, by notice to Owner, whereupon Owner shall immediately pay all sums due to Marina and remove the Boat from the Marina.

**RIGHT NOT TO RENEW:** The Marina retains the right not to renew this contract and/or the right to assign it to a third party.

**DAMAGE TO OTHER BOATS IN THE MARINA:** In the event the Owner's Boat causes damage to other boats in the Marina or Marina property as a result of fire, sinking, capsize, pollution, improper operation by anyone other than Marina staff, or from any other cause not within the direct control of the Marina, including Acts of God, the Owner agrees to be responsible for such damage.

**OVERBOARD DISCHARGE/HAZARDOUS MATERIALS:** The Boat must be equipped with a sewage holding tank for all toilets, which tank shall not allow toilet wastes to be discharged into the water of the Marina. Marina shall be entitled to require that Owner insert a dye tablet in the Boat's holding tank. Owner shall not store, release or permit to be released, by action or inaction, any hazardous waste or environmentally objectionable substances, including oil, gasoline or untreated sewage ("Hazardous Substances") into the water or lands of the Marina. Owner hereby indemnifies, defends and saves Marina harmless from all liabilities, claims, losses, expenses and obligations arising from the use, storage or placement of any Hazardous Substances upon the Slip or the Marina (if brought, placed thereon, or released by Owner, its agents, employees, contractors, or invitees), which obligations shall survive the expiration or termination of this agreement. Owner shall be responsible for immediately reporting and cleaning up any such release. Owner shall immediately report any release to the appropriate government authorities and to the Marina manager and shall keep Marina informed on a daily basis of Owner's actions with respect to any clean up. If Marina is not satisfied, at Marina's sole discretion, with Owner's actions in reporting and cleaning up a release, Marina may take any action it deems appropriate regarding the release, at Owner's expense.

**USE OF MARINA DUMPSTERS:** Only household type waste generated while at the Marina shall be put in Marina dumpsters. You are asked to use recycle dumpsters where available/applicable

**USE OF OUTSIDE CONTRACTORS:** Owner acknowledges that the Marina is engaged in an entirely private business and is free to exercise its own independent discretion as to the parties with whom it will deal or to whom it will grant access to its premises. Owner acknowledges that the Marina has an interest in the safety of all boats stored or docked on its premises and therefore it has established specific policies with regard to access and insurance requirements. Accordingly, independent contractors or outside labor must check in at the Marina office before working on a Boat. Upon checking in, all contractors will be required to demonstrate proof of

insurance as outlined in the relevant Subcontractor Policies (available upon request). The Marina reserves the right to require all subcontractors to bill through the Marina or to pay the Marina an access fee for use of Marina facilities. An Owner found to be in violation of these policies will be subject to immediate termination of this contract. The Owner acknowledges that he has been advised of this policy, and consents to the enforcement of this policy. Owner further acknowledges that the Marina does not purport to control Owner's right to utilize the third party of his choosing to perform work on Owner's boat, so long as that work is not performed at the marina. For liability reasons, outside contractors, Owners and captains shall not use Marina ladders or scaffolding or other similar equipment.

**EXCLUDED WORK:** With the exception of shrink wrapping, Owners are allowed to conduct maintenance or improvement work to the Boat named on the Winter or Summer Contract only. *Shrink wrapping by anyone other than employees of the Marina or its Agents is expressly forbidden at all times.* In addition, Owners agree to abide by all terms and conditions herein when they conduct any type of work to their Boats. All sanding of bottom paints shall be done only with a vacuum ("dustless") sander that captures all sanding residue. All other work must be conducted in accordance with all environmental best practices and rules and regulations in effect. Owners are responsible for educating themselves about the appropriate rules, regulations and best practices, and failure to do so shall not be acceptable reason for non-compliance with all such standards.

**FUELING:** For pollution prevention reasons, Owners, their representatives and/or guests may not fill fuel tanks from portable containers at any time while on Marina property. All refueling must take place at the Marina fuel dock (if equipped) under staff supervision.

**STORAGE OF NON-VESSELS:** No trailers, campers or other vehicles may be stored on Marina property without a signed storage agreement and only at the Manager's discretion.

**CHILDREN:** State law mandates that children under the age of 11 (NY, MA) or 12 (CT, MD, NJ, RI) of age wear a USCG approved life jacket at all times when on or near the water. The Marina recommends that all non-swimmers wear lifejackets near the water. Young children shall be accompanied by an adult at all times at the Marina. **NO SWIMMING IS PERMITTED AROUND THE MARINA DOCKS OR WITHIN THE MARINA PERIMETER** by any person regardless of age.

**PETS:** Pets must be kept on a short lead at all times. Owners must clean up after their pets. Any pets found to be a nuisance to other Marina customers may be required to leave the property at the Marina Manager's discretion.

**QUIET ENJOYMENT:** Owner shall not make or allow any disturbing noises in the Marina. No generators, stereos, radios, televisions or parties are permitted outside the confines of interior cabin during quiet hours between 11:00 PM to 7:00 AM. Unbecoming or disorderly conduct, including public intoxication, abusive language, or physical threats or altercations directed at any other person will not be tolerated and are cause for immediate expulsion from the Marina.

**VEHICLE PARKING:** Vehicles found to be improperly parked may be towed at the vehicle Owner's expense.

**USE OF ELECTRICITY:** Outlets are provided throughout the Marina for customer use. In some cases, use of electricity will be subject to charge by the Marina. Burned out or otherwise damaged receptacles will be repaired by the Marina staff and charged to the Owner. Voltage regulation and surge protection shall be the sole responsibility of the Owner. All shore power, adapters and electrical plugs must be equipped with acceptable ground weather proofing in accordance with Article 555 of the National Code. In 220 volt, 50 amp systems, the neutral leg does not constitute a ground leg.

**ADVERTISING AND SOLICITING:** Advertising and/or soliciting shall not be permitted on Marina property without the written approval of the Marina manager.

**PHOTOGRAPHS AND IMAGES:** From time to time, Marina staff and customers may take pictures of other customers on Marina property or Boats. Owner consents for himself and Owner's guests that these images may be used by the Marina for purposes such as advertising and display in electronic media without further notification or compensation. All film negatives and positives and electronic images and data shall remain the property of the photographer except where otherwise specified by contract.

**MEASUREMENT OF BOATS:** The Marina reserves the right to measure all Boats for accurate billing purposes. Total length of a Boat will be measured including any bow sprits or pulpits, swim platforms and/or similar protuberances or extensions.

**NATURE OF RELATIONSHIP:** Owner acknowledges and agrees that neither the rental of summer slip space nor on-land space for winter storage constitute either a landlord-tenant relationship or the bailment of the Boat and as such the Marina shall have no responsibility or liability to Owner on such basis.

**GOVERNING LAW.** This agreement and all disputes hereunder shall be governed by, and construed in accordance with, the laws of the state where the Marina is located without regard to the conflict of laws rules thereof.

**ATTORNEYS' FEES.** If either party defaults under this agreement, the other party shall be entitled to recover all costs incurred, including attorneys' fees and expenses in enforcing or protecting its rights.

**SEVERABILITY.** If any of the provisions contained in this agreement is unenforceable in any respect, the remainder of this agreement remains enforceable and, in lieu of the unenforceable provision, where equitable, there will be added to this agreement a provision as similar in terms to the unenforceable clause as may be possible and be enforceable.

## WINTER CONTRACT TERMS AND CONDITIONS

In addition to the **GENERAL TERMS AND CONDITIONS**, the terms of which shall apply to all contracts and agreements made between the Marina and a Boat Owner and are hereby incorporated, the following Terms shall apply to the Marina's Winter Contract.

**PAPERWORK:** No Boat will be hauled or placed into winter storage without a signed winter contract and deposit. All winter storage and work order bills must be paid in full before summer slip contracts are accepted. Boats will not be launched or released from winter storage until all such bills are paid in full.

**HAUL BY OR LAY UP:** Owner is responsible for advising the Marina as to any "Lay Up" or "Haul By" dates as mandated by their Boat hull insurance or other property or liability insurance. The Marina makes no guarantee that the Boat will be winterized and/or out of the water by any particular date, as such activities are subject to delays from weather, placement of other vessels ashore and various issues beyond Marina's control. It is strongly suggested that Owner contact their insurance company to ensure their vessel is properly insured until the Marina confirms it is laid up, decommissioned and/or ashore.

**LAND STORAGE WITH MAST UP:** The Marina recommends that all sailing boats and power vessels so equipped unstep their mast(s) prior to land storage in the winter. The Owner of a Boat that is stored on land with its mast up hereby accepts responsibility for any damages to the Boat or surrounding vessels that result from the mast being left up.

**MASTHEAD GEAR:** The Marina will not be responsible for damage to masthead gear when unstepping Boat's mast. If gear is left on the masthead, the Owner agrees not to hold the Marina liable for any such damage.

**BILLABLE LENGTH:** All Boats will be measured for accurate billing purposes. LOA will include bow sprits, anchorplatforms, swim platforms, and any other fixed overhang.

**HOLDING TANKS:** All Boats stored at the Marina for the winter should have their holding tanks pumped and winterized prior to storing. In the event that the Owner does not make arrangement for pumping and winterizing holding tanks, the Marina will attempt to do so at the Owner's expense and liability, but shall not be under any obligation or responsibility to do so.

**FUEL TANKS:** Fuel tanks shall not be completely full prior to winter storage, as spring temperatures may cause expansion and seepage from vents.

**HEATERS:** Absolutely no space heaters are allowed to be operated on Boats in land storage.

**ELECTRICAL CORDS:** Electrical cords shall not be left plugged in on Boats in land storage. Any cords found plugged in by will be unplugged and the Marina will not be held liable for any resulting damages (including, without limitation, freeze, thaw, spoiled food, dead batteries, etc.).

**CLEANLINESS:** Owners shall keep the area surrounding their Boat neat and free of debris or other impediments. If, in the judgment of the Marina, excess detritus is left surrounding a Boat in storage, the Marina may remove it at the Owner's expense.

**BILGE DRAIN PLUG AND SEAWORTHINESS:** It shall be the Owner's responsibility to remove the bilge drain plug after hauling and reinstall it prior to launching. The Marina will do everything possible to safeguard a Boat after it is launched. However, ultimate responsibility for the seaworthiness of a Boat shall remain with the Owner at all times.

**WINTER COVERS AND BOAT STANDS:** Winter covers may not be tied to boat stands. Covers tied to boat stands will be removed at the Owner's expense. At no time may Owners attempt to adjust or reposition boat stands.

**SHRINKWRAP:** Customers may not shrinkwrap their own Boats.

**PROPANE CANISTERS:** All Boats in inside storage must have their propane canisters removed and stored by the Marina at an additional cost.

**LADDERS:** Owners must provide their own ladders. The Marina does not loan ladders for liability reasons.

**RUNNING ENGINES:** Owners may not run engines while the Boat is stored on land.

**INSIDE STORAGE:** Owners are not allowed to work on their Boat while in inside storage.

**WET STORAGE:** The Marina shall not be held responsible for any ice related damage. All seacocks, other than cockpit drain seacocks, must be in serviceable condition and be closed during the winter months.

**LIVEBOARDS:** Liveboards will be allowed only after written permission has been received from the Marina. Liveboards shall comply with no discharge laws at all times and may be subject to additional fees.

**BOTTOM SANDING:** Due to environmental and insurance regulations, absolutely no work is to be performed on the Boat without the prior written approval of the Marina management. No bottom sanding will be allowed on yard property without the use of a dustless sander. Please inquire at the Marina office whether dustless sanders are available for rental.

**END OF TERM:** The Owner agrees that arrangements will be made for the prompt removal of the Boat at the end of the storage term. Boats left on land without arrangements after May 1<sup>st</sup> will be billed for the then current summer storage rate plus 20% and may be subject to relocation within the yard at the Owner's expense. Boats left on land after September 1<sup>st</sup> without prior arrangements will be considered by the Marina to be abandoned and may be sold at public auction or otherwise disposed of by the Marina in accordance with applicable State and/or Federal laws.

**HOLDOVER:** If the Boat remains on the Marina's premises after the expiration of the Term of this contract, or any written extension thereof, its continued presence will create a lease at will at the then current rate(s) plus 20% and upon the Terms and Conditions specified herein and on the Marina's General Terms and Conditions (other than length of Term).

**LINES AND FENDERS/BILGE PUMPS:** Adequate lines and fenders must be aboard prior to launching and bilge pumps must be operational.

**HAULING AND LAUNCHING:** Owners should not plan to be present for hauling or launching. The Marina will make every effort to haul and launch the Boat within a few days of the date of Owner's requested dates. The Marina cannot commit with certainty when a specific Boat will be hauled or launched and shall not be responsible to Owner for any delay beyond a requested haul or launch date. The Marina shall not be held responsible for the safety or condition of Boats in the water past the requested haul date.

**DOCKAGE AFTER LAUNCHING:** A maximum of three days free dockage will be allowed after launching for any Boat not under contract for a summer slip at the Marina.