

Borden Light Marina 2010 Summer Slip Contract

1 Ferry Street, Fall River, MA 02721

Tel 508-678-7547, Fax 508-678-7564, Web Site: www.bordenlight.com

BOAT OWNER

First Name:
Last Name:
Date of Birth:
Street
City:
State: Zip:
Email:
Cell Phone:
Home Phone:
Bus. Phone:

BOAT

Name:
Builder:
Yr. Built: Doc/Reg
Length: Draft:
Beam: Hull Color:
Pwr/Sail: Fuel:
Key Location

CREDIT CARD

Visa/Mastercard:
Cr. Cd. No.:
Security code:
Billing Zip:
Exp. Date:

INSURANCE

Policy No:
Start Date:
Exp. Date:
Ins. Carrier:

INSURANCE AGENT

Name:
Street:
City:
State: Zip:
Tel:

FIRST MATE

First Name:
Last Name:
Email:
Cell Phone:

Please correct and/or furnish the above requested information

Marina grants boat owner a license to use a slip for above boat to be assigned by marina from May 1, 2010, to Nov. 1, 2010, for which owner agrees to pay as follows:

\$92.95/ft. Pay full slip fee **on or before Nov. 1, 2009.**

\$97.95/ft. Pay slip deposit **on or before Nov. 1, 2009, and**
pay balance **on or before May 1, 2010.**

\$107.95/ft. Pay slip deposit **after Nov.1, 2009**, and/or pay balance due **after May 1, 2010.**

Slip Contract Price: OA Boat Length ___ (min. 24') x rate choice ___	\$ _____
Lagoon Slip @ \$950.00 2 nd Boat in Lagoon @ \$600	\$ _____
Pile Mooring \$ 950.00	\$ _____
Summer Yard Storage @ \$8/ft./month	\$ _____
Less: Nonrefundable Deposit: Overall Length of Boat ___ x \$25	\$ - _____
Less: Ten Cents Per Gallon Fuel Bonus	\$ - _____
Minimum Electric Charge	\$ <u>25.00</u>
<input type="checkbox"/> Sign me up for Annual Fishing Tournament @ \$25.00 per boat with this contract. \$35.00 per boat if sign up later.	\$ _____
Total Due	\$ _____
Amount paid with this contract	\$ - _____
Balance Due on or before May 1, 2010	\$ _____

DOUBLE BONUS

If the boat owner signs up for 2010 summer slip on or before Nov.1, 2009, and pays the slip balance on or before May 1, 2010, then boat owner shall receive:

\$100 CASH BONUS for each new paid summer slip customer brought to marina; and

10 cent per gal. credit for each gallon of gas purchased at Borden Light Marina during the 2009 season.

INSURANCE

BOAT OWNER MUST FURNISH MARINA WITH A CERTIFICATE OF INSURANCE STATING BOAT OWNER HAS SINGLE LIMIT PROTECTION & INDEMNITY COVERAGE IN THE AMOUNT OF AT LEAST FIVE HUNDRED THOUSAND (\$500,000) DOLLARS, FOR THE MINIMUM PERIOD OF MAY 1, 2010, TO NOV. 1, 2010, AND FOR SUCH OTHER TIMES BOAT OWNER'S BOAT IS AT THE MARINA.

No boat is to enter marina before May 1, or remain after Nov. 1, unless boat stored at Borden Light Marina for winter. Slip assignments are based upon year round status, timely payment, seniority and space requirements of the marina. Boat shall only be placed in assigned slip. There shall be no slip refunds. In the event the owner fails to pay the slip balance on or before May 1, 2010, the boat owner forfeits all rights to the use of any slip at the marina and all payments and/or deposits shall be retained by the marina as liquidated damages and cannot be used to set off any other debt of the boat owner to the marina.

GENERAL TERMS & CONDITIONS

- OVERALL LENGTH is defined as the maximum overall boat length and includes any bow or stern pulpits, and swim platforms.. The marina reserves the right to measure OVERALL LENGTH any time and to adjust slip charge accordingly.
- Each boat owner may keep a dinghy at the marina either on his boat or in the water at his slip or at an assigned location, but such dinghy SHALL NOT BE KEPT ON THE DOCKS. A dinghy is a boat less than 12' in length, powered by a motor of less than 10 H.P. and capable of being stored on owner's boat.

3. No fueling of boats is permitted anywhere except the fuel dock as required by State Fire Marshall, Fall River Fire Department and Borden Light Marina..
4. All boats shall pay for metered electrical usage. The minimum seasonal charge for electricity shall be \$25. The fee for a second power cord and/or 50 Amp service shall be \$75. Prior to departure, boat owner shall pay balance due for electrical usage. ONLY UL APPROVED MARINE ELECTRIC CORDS SHALL BE CONNECTED TO SHORE POWER.
5. This contract does not entitle boat owner to use a specific slip or yard space neither of which can be sold, leased, assigned or transferred to any other person or entity. Only a boat owned and operated by boat owner may be placed in a slip or yard space assigned to him by the marina.
6. **Boat owner agrees to notify marina whenever boat will be away from slip for overnight or longer.** Marina shall have the right to place any other boat at such slip for the entire period of time the boat is expected to be away for marina's sole use and account without allowance of any kind to the boat owner.
7. Boat owner agrees to remove boat at end of term from yard or assigned slip leaving all facilities and utilities in good order and condition, reasonable wear and tear only excepted.
8. Any boat owner holding over after termination of this contract, or completion of service, shall pay marina \$75 per day for any boat left on land or \$150 per day for any boat left in a slip.
9. Prior to working on any boat in the marina for compensation, all outside contractors shall obtain property damage and personal injury liability insurance coverage in the amount of one million dollars which coverage shall name marina as an additional insured. Such person shall present a certificate of insurance to the marina manager prior to commencement of work and shall sign in at the marina office each day upon entering and leaving the marina.
10. No outside broker signs may be placed on any boat in the yard or slip.
11. No minor child shall be onboard the boat overnight without adult supervision onboard the boat.
12. Upon any violation of the terms and conditions of this contract or any local, state, or federal criminal law, this contract shall, at marina's option, terminate immediately and marina may remove the boat from its slip, re-license the same, and retain and apply any balance or prepaid slip fee.
13. Boat owner shall reimburse marina within thirty (30) days for any damage or defacement which he, his boat, or his guest(s) may cause to marina.
14. Prior to working on boat on land, the boat owner must sign a form recognizing environmental rules, regulations, and statutes and agree to comply with them.
15. It is agreed that the contract amount payable by boat owner would necessarily be greater if the marina were required to assume more risks and liabilities than are set forth herein. By accepting this contract as written, boat owner warrants that he has done so to enable marina to make the contract charges stated above, rather than higher charges and fees. It is agreed that they are both fair and reasonable under the circumstances and that no inequities will result if they are enforced in favor of the marina.
 - A. The marina is to be used at the sole risk of owner of boat and marina shall not be liable or responsible for the care or protection of the boat, including gear, equipment and contents, or for any loss or damage of whatever kind or nature to said boat, however occasioned. Boat owner understands that this contract is a license to use a specifically assigned portion of marina for unattended storage of a boat either on land or in a slip. There is no guarantee or warranty of any kind as to the condition of the piers, ramps, docks, roads, parking lots or grounds nor shall marina be responsible for injuries to persons or property occurring thereon or for any reason whether specifically stated or not.
 - B. Boat owner warrants and represents that his boat is in a seaworthy condition and that he shall maintain his boat in such condition at all times during which his boat is at marina. Boat owner shall have sole responsibility for keeping his boat afloat. In the event of any emergency during boat owner's absence, i.e. breakdown of bilge pump, leak, bad lines, etc. marina is authorized to make necessary repairs for which the boat owner shall be charged. Marina assumes no responsibility for a boat taking on water or sinking.
 - C. Boat owner agrees marina shall not be liable to boat owner or boat for any losses incurred by reason of fire, storm, wind, water, or ice or by reason of any criminal act, including, but not limited to, any intrusion, theft, vandalism, arson or other criminal acts of any kind or degree whether by land or by water

15. This contract shall be governed by and construed in accordance with the laws of Massachusetts. By agreeing to terms of this contract, both parties invoke the privileges and benefits of the laws of Massachusetts and also agree to personal jurisdiction in courts of Massachusetts, including federal court sitting in Boston, MA, and both parties further agree that any suit brought against the other party pertaining to either this agreement or any other matter between the parties must be brought only in the Fall River District Court, the Bristol County Superior Court, or the federal court sitting in Boston, regardless of who files the suit. Boat Owner waives any defense or objection to the jurisdiction or venue of any such suit or any such court or that such suit is brought in an inconvenient forum.

I have read the terms and conditions of the above contract and they are understood and acceptable to me. I hereby authorize Borden Light Marina, Inc., until cancelled by me in writing, to charge my VISA Card Acct # _____, Exp. Date _____, or my Mastercard Acct # _____, Exp. Date _____, for all amounts payable to Borden Light Marina, Inc. including, but not limited to, my slip and winter storage fees, dock damage, electricity usage, gasoline purchases, and boat repairs. Boat owner may not remove boat from marina until all debts to marina are paid. Marina may take any action it deems reasonable to prevent removal of boat until all debts are paid, including hauling out. Boat owner shall pay the cost of said hauling, launching and the resulting \$75 per day land storage fee. A monthly 1.5% service charge will be added to balances thirty (30) days past due. If litigation is necessary to collect any amount due under this contract, all costs of collection, including, but not limited to reasonable attorney fees, interest and court costs shall be paid by the boat owner.

Signed this _____ day of _____ 20____.

Boat Owner

Borden Light Marina, Inc.

Referred by

By _____