

Borden Light Marina 2011 -2012 Winter Storage Contract

1 Ferry Street, Fall River, MA 02721,

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

**WINTER STORAGE CONTRACT WILL NOT BE ACCEPTED
WITHOUT CREDIT CARD INFORMATION.**

REQUESTED HAUL:

REQUESTED LAUNCH:

Boat Owner Name & Address:		Boat		Insurance Agent	
		Name:		Name:	
		Builder:		Street:	
		Yr. Built		City:	
Cell #	Credit Card	Doc/Reg:		State:	Zip:
Home #	Visa/Mastercard:	Length: Draft:		Insurance	
Bus #	#	Beam: Hull Color:		Policy #	
First Mate	Sec Code:	Pwr/Sail: Gas:		Start Date:	
Name:	Exp Date:	Key Location:		Exp. Date:	
Cell #	Billing Zip:	Waste location: Port Starboard		Ins. Carrier:	
Capt. Email:		1st Mate Email:			

Marina grants Boat Owner a license to use a slip or land area assigned from time to time by the marina for above boat, including haul, block, pressure wash & launch, from Nov. 1, 2011, to May 15, 2012, for which Boat Owner agrees to pay as follows:

YARD WINTER STORAGE: Overall Boat Length _____ x \$33/ft.	\$ _____
WET STORAGE: Overall Boat Length x _____ \$17/ft. (no haul/launch)	\$ _____
DINGHY STORAGE INSIDE: \$250	\$ _____
INSIDE STORAGE: \$6. x Overall Length _____ x Beam _____	\$ _____
BOAT BARN HEATED INDOOR STORAGE: Overall Boat Length _____	\$ _____
Deposit	\$ <u> -200.00</u>
Balance Due prior to haul out	\$ _____

A **\$200 deposit** is required with this contract. The deposit is **non-refundable** and cannot be used to set off any other debt of Boat Owner to marina. **Balance is due prior to haul out or upon arrival for wet storage.**

**All outstanding balances due marina must be paid prior to
Hauling/launching boat or departing marina.**

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 NOV. 1, 2011, TO MAY 15, 2012, AND FOR SUCH OTHER TIMES BOAT OWNER'S BOAT IS AT MARINA.

GENERAL TERMS & CONDITIONS

1. **YARD STORAGE:** Until May 16, after launch Boat Owner has until the following weekend to remove his boat from the slip. After May 16, the boat must be removed within 2 days of launch. During the grace period, the Boat Owner shall be charged \$5 per day for electricity and, after the grace period, the Boat Owner shall pay dockage at the transient rate. If a boat is not launched by May 30, 2012, the Boat Owner will be charged for summer storage retroactive to May 1 at the rate of \$8/ft./month, plus \$3/ft. to move the boat out of parking area. Any boat left on land after May 30, if not signed up for summer yard storage shall pay the marina \$75 per day. If the boat is not ready for launching on May 1, or on requested launch week, whichever is later, and moving is required to accommodate launching of a blocked-in boat, the Boat Owner will be charged \$3/ft. to move boat. Any sailboat left on land for Summer Yard Storage will have mast taken down at owners expense.
2. Boat Owner's request to launch his boat constitutes a warranty to marina by Boat Owner that no ladder is locked to boat stands, that the drain plug has been installed, that the through-hull fittings are secure, that the boat is seaworthy, and that the lines & fenders are in the cockpit. Boat Owner further warrants for both haul and launch that the engine starts & runs at turn of key and that the boat keys are in possession of the marina, or in ignition. If towing boat to or from slip is required, Boat Owner shall be charged \$75 to tow boat.

3. **WET STORAGE:** On May 1, all boats must either be moved to their summer slip or removed from the marina. Any boat holding over after termination of this contract shall pay marina \$150 per day for any boat left in a slip.
4. **OVERALL BOAT LENGTH** is defined as the maximum overall boat length and includes any bow or stern pulpits and swim platforms. Marina reserves the right to measure OVERALL BOAT LENGTH at any time and to adjust slip or yard charge accordingly.
5. Upon haulout, Boat Owner shall remove the boat's drain plug and all sails. During lay-up on land, the Boat Owner shall not tie boat cover to stands and shall not plug in the boat to electric at night, nor leave the boat plugged in to electric unattended during day.
6. No fueling of boats is permitted anywhere on the premises except at the fuel dock per State Fire Marshall, Fall River Fire Department and Borden Light Marina.
7. No minor child shall be onboard overnight without adult supervision onboard the boat.
8. All boats in a slip shall pay for metered electrical usage. The minimum seasonal electricity charge shall be \$25. Fee for a 2nd power cord or 50 Amp service shall be \$75 per year. Prior to departure, Boat Owner shall pay balance due for electrical usage. **ONLY UL APPROVED MARINE ELECTRIC CORDS SHALL BE CONNECTED TO SHORE POWER.**
9. This contract does not entitle Boat Owner to use a specific slip or yard space neither of which may be sold, leased, assigned or transferred to any other person or entity by Boat Owner. Only a boat owned and operated by Boat Owner can be placed in a slip or yard space assigned to him from time to time by the marina.
10. Boat Owner agrees to remove boat at end of term from yard or slip leaving all facilities and utilities in good order and condition, reasonable wear and tear only excepted.
11. Prior to working on any boat in 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.
12. No outside labor will be allowed to work on inside storage boats or to shrinkwrap boats wherever located in yard. Only Boat Owners will be allowed to work inside on their boats. Service of specialists may be arranged through the yard office. Their work will be billed through the yard office and commission will be retained by the marina to compensate for the use of the yard facilities.
13. No outside broker sign may be placed on any boat either in the yard or a slip.
14. Upon any violation of the terms and conditions of this contract or the rules and regulations of the marina, 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.
15. Boat Owner shall reimburse marina within 30 days for any damage which he, his boat, or his guest(s) may cause to marina.
16. When painting the boat, the Boat Owner shall do all sanding with dust recovery equipment, capture all paint chips and additional dusts in tarp placed under the boat and remove the same from the marina premises together with all painting implements, paint brushes, cans, tape, etc. No painting materials, oil, fuel, antifreeze nor any other hazardous waste shall be placed in the marina dumpster or left on marina premises.
17. Shrinkwrap not covered after wind recorded over 50mph. BLM personnel not responsible for zippers or snaps on canvas.
18. 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 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.
 - A. 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 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 injury 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 by land or water.

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 delivered to the marina, to charge the above mentioned credit card for all amounts payable to Borden Light Marina, Inc. including, but not limited to, my slip and yard 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 reasonable actions to prevent removal of boat until all debts are paid, including hauling out. Boat Owner shall pay the cost of said hauling and resulting land storage fees. 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 _____ 2011.

Boat Owner _____

Borden Light Marina, Inc.

Referred by _____

by _____