

APPLICATION FOR BOAT STORAGE/DOCKAGE

ADMIRAL'S HILL MARINA

By Water's Edge Marinas
305 Commandants Way, Chelsea, MA 02150
P: 617-997-4772 / 617-889-4002
info@mybostonmarina.com

Today's Date: _____

Application for Dockage or Storage: _____

Name of Owner: _____

Street Address: _____ City _____ State _____

Home Phone: _____ Cell Phone: _____

Email: _____

Insurance: Please provide declaration page of insurance policy. Liability minimum is \$500,000.

Name of Boat: _____ Make of Boat: _____ Year: _____

Draft: _____ Beam: _____ Overall Length of Boat: _____

Registration/Documentation #: _____

NOTE: RATES ARE APPLIED TO THE OVERALL LENGTH OF THE BOAT INCLUDING APPURTENANCES ATTACHED THERETO. FRACTIONAL FOOTAGE MEASUREMENTS WILL BE ADJUSTED TO THE NEXT HIGHER WHOLE FOOT. RATES ARE BAED ON THE LENGTH OF THE BOAT OR THE MINIMUM LENGTH FOR THE SLIP SELECTED, WHICHEVER IS LONGER. MARINA RESERVES THE RIGH TO CHARGE AN ELECTRIC DEPOSIT.

WINTER STORAGE: PAYMENT IN FULL REQUIRED UPON SIGNING CONTRACT. SUMMER DOCKAGE: 50% DEPOSIT UPON SIGNING CONTRACT, BALANCE BY MARCH 1ST. DEPOSITE ARE NON-REFUNDABLE. MARINA RESERVES THE RIGHT TO CANCEL RESERVATIONS NOT PAID IN FULL BY APRIL 15TH (SUMMER) AND OCT 31 (WINTER). NOTE: WINTER STORAGE CONTRACT EXPIRES APRIL 15, SUMMER DOCKAGE CONTRACT EXPIRES OCT 15TH. **FAILURE TO REMOVE VESSEL WITHING FORTY-EIGHT (48) HOURS OF CONTRACT TERMINATION WILL RESULT IN CHARGES AT PREVAILING TRANSIENT RATES AS WELL AS CHARGES TO MOVE THE VESSEL IF REQUIRED AT \$200 PER IN-WATER MOVE AND \$6 PER FOOT FOR MOVING ON LAND.**

A. LICENSE FOR STORAGE: The owner listed above and any persons making or signing this agreement on behalf of the owner hereby Acknowledge that this contract is for the LICENSE of dockage and/or storage space of the boat and its equipment. This contract does not constitute a bailment of the owner's property by the Marina at Admiral's Hill (hereafter called "Marina"). Except for certain restrictions on the right of access to the owner's boat and such other restrictions contained in the "Terms and Conditions" section of this contract and in the "Rules and Regulations" of the Marina, the boat owner is free to access his vessel and to remove the vessel from Marina premises by reasonable and necessary means, subject to the rights of Marina as contained herein, upon 48 hours

notice to Marina. The owner agrees that the restrictions on access, the written "Terms and Conditions" and the "Rules and Regulations" constitute reasonably necessary conditions for the safety and protection of the owner's property and property of other boat owners.

B. NON-CONFORMANCE: Owner hereby agrees that non-conformance to any of the provisions of this contract or the incorporated "Rules and Regulations" constitutes a breach of this contract with Marina for the storage/dockage of subject vessel. Owner hereby covenants and agrees that, upon written notification signed by an authorized representative of the Marina, this agreement shall be terminated, and owner will remove subject vessel as soon as practicable, but in no event more than ten (10) calendar days from the date of receipt of said notice. The written notification shall be made to the mail address listed above and shall state the cause or reasons for termination of this storage/dockage contract. Owner further agrees and covenants that he will be responsible for all costs and expenses which are reasonably incurred by Marina in enforcing its rights under this agreement in the event of non-conformance, breach, failure to comply with a notice to remove the vessel or collection of outstanding account. Such additional costs and expenses of collection shall include, but not be limited to, court costs, attachment, arrest of vessel, civil process fees and reasonable attorney's fees' and shall become an indebtedness under this contract; and shall be collectable as part of this agreement.

C. ASSUMPTION OF RISK; RELEASE OF LIABILITY ARISING FROM THE MARINA'S NEGLIGENT ACTS AND OMISSIONS; COVENANT NOT SUE; INDEMNIFICATION; CONSULTATION WITH COUNSEL:

_____(Owner's initials) **ASSUMPTION OF RISK:**

Owner acknowledges that the Money being paid to the marina for the dockage/storage of Owner's vessel is disproportionately small in comparison to the value of Owner's vessel and equipment and that the Marina is not willing to enter into this agreement unless Owner knowingly and voluntarily waives certain rights that he may otherwise have against the Marina under applicable federal and state law. Accordingly, Owner warrants and represents that he is aware of the various types of risks associated with the dockage, storage, handling and other work performed on his vessel at the Marina and voluntarily assumes all risks with respect thereto to the maximum extent permitted by law.

_____(Owner's initials) **RELEASE OF LIABILITY ARISING FROM THE MARINA'S NEGLIGENT ACTS:**

IN CONSIDERATION OF THE Marina's execution of this agreement, Owner, on behalf of himself, his heirs, executors, representatives, employees, agents, family, guests, subtenants and assigns, hereby releases and forever discharges the Marina, its contractors, employees, agents, successors and assigns from any liability for any loss, damage or expense or injury or damage to persons or property (including, without limitation, Owner's vessel) arising from the Marina's negligent acts or omissions. This release does not cover the Marina's gross negligence or willful defalcations but is intended to be broadly construed to minimize the Marina's potential liability to Owner to the maximum extent permitted by law. Owner agrees that a court or competent jurisdiction may reform this clause in order to give maximum effect to its intention to limit the Marina's potential liability to Owner.

_____(Owner's initials) **COVENANT NOT TO SUE:**

In consideration of the Marina's execution of this agreement, Owner, on behalf of himself, his heirs, executors, representatives, employees, agents, family, guests, subtenants, and assigns, hereby agrees not to initiate or participate in any lawsuit against the Marina, its contractors, employees, agents, successors, and assigns which is based upon any negligent acts or omissions of the type released by the foregoing paragraph.

_____(Owner's initials) **INDEMNIFICATION:**

In consideration of the Marina's execution of this agreement, Owner hereby agrees to indemnify and hold the Marina harmless against any loss, cost, damage and expense (including court costs and reasonable attorney's fees) which the Marina may suffer as a result of (i) any breach by Owner of his obligations hereunder; (ii) any personal injury or damage to persons or property resulting from the negligent or willful acts or omissions of Owner of his representatives, employees, agents, family, guests, subtenants and assigns; and (iii) any claim or lawsuit brought by Owner, or his heirs, executors, representatives, employees, agents, family, guests, subtenants and assigns

against the Marina, or its contractors, employees, agents successors and assign, in breach of the covenant not sue set forth in the preceding paragraph.

____ (Owner's initials) **CONSULTATION WITH COUNSEL:**

Owner acknowledges and agrees that he understands he is waiving certain legal rights in consideration of the Marina entering into this agreement, that the Marina has suggested he consult with independent counsel prior to executing this agreement and that he has made an informed decision to enter into this agreement voluntarily and without coercion or duress.

D. PREMISES: Boat owner agrees and acknowledges that he has examined the premises and location where his boat is to be stored, familiarized himself with existing fire prevention apparatus and the proximity of fire hydrants and other such firefighting devices. Boat owner acknowledges and agrees that he assumes the risk of the location and existence of fire prevention, fire prevention apparatus and fire hydrants and acknowledges and agrees that any loss to his property due to the location of such firefighting hydrants and apparatus are at his sole risk and the Marina shall not be liable to owner for any loss by fire of his boat or equipment by virtue of the location of the firefighting apparatus and fire hydrants.

E. INSURANCE: Owner acknowledges that he is aware of the requirement to ensure the vessel as set forth in the "Terms and Conditions" and that a certificate of insurance must accompany this application and be received by Marina before vessel is accepted for storage/dockage. Owner hereby certifies and warrants to Marina that the vessel is insured to at least the required limits set in said "Terms and Conditions."

F. INCORPORATION: The contract "Terms and Conditions" and the Marina "Rules are hereby incorporated by reference, as if full set forth, as a part of this contract. By signing hereunder, vessel owner acknowledges that he has read, understands and agrees to abide by "Term and Conditions" and "Rules and Regulations" of the Marina.

G. DEFINITIONS Marina means Marina, its contractors, employees, agents, successors, and assigns. **Liability** means any liability for any loss, damage or expense or injury or damage to persons or property (including, without limitation, Owner's vessel) arising from the Marina's negligent acts or omissions. **Owner** means owner, on behalf of himself, his heirs, executors, representatives, employees, agents, family, guests, subtenants, and assigns. Owner, by authorizing the agent of owner to sign this agreement shall be bound to the terms of this contract. It is incumbent on Owner's agent to inform owner of the terms and conditions of this contract.

This application shall only become a contract when signed by the vessel owner and when accepted and signed by an authorized agent of Admiral's Hill Marina.

BEWARE: FAILER TO PAY IN FULL OR TO ESTABLISH CREDIT PAYMENTS CAN RESULT IN A FEDERAL SIEZURE OF YOUR BOAT.

____ (owner's initials) **Note: 1 ½% PER MONTH FINANCE CHARGE ON ACCOUTNS 30 DAYS OR MORE OVERDUE. ANNUAL PERCENTAGE RATE: 18%**

OWNERS SIGNATURE _____ DATE _____

OWNERS SIGNATURE _____ DATE _____

ACCEPTED BY _____ DATE _____

ALL BILLS (INCLUDING SERVICES PERFORMED BY ADMIRAL'S HILL MARINA) MUST BE PAID BEFORE BOAT IS LAUNCHED.