

CONTRACT TERMS AND CONDITIONS

It is agreed by the parties hereto that all vessels handled, stored, or repaired by Marina and subject to the following terms and conditions:

- 1. NOTICE OF ABANDONED VESSELS** Owner acknowledges that the abandonment of vessels is a large expense to the marina and the revenue generated from any one vessel is disproportionately small in comparison to the cost of the process and removal of the vessel. It is understood that the marina's acceptance of this agreement is material to the owner's agreement to this section.

Unless otherwise agreed upon in writing any vessel left at the marina, whether on land or in water, for a period greater than 90 days after the expiration of this contract and after 30 days written notice will be considered abandoned. Owner shall continually be bound by and shall be liable for costs and expenses under the terms of this contract while the vessel remains on marina property.
- 2. RIGHTS OF SALE OR DISPOSAL OF VESSEL** owner agrees that upon a vessel's abandonment as defined in this section, owner hereby grants marina full statutory rights of disposal and waives any claim of ownership or restitution or, at the sole discretion of the marina, and via this agreement transfers full statutory ownership of the vessel to the marina. Marina shall notify owner within 30 of the vessel's disposal or transfer of ownership and owner shall then have 30 days after that date of notice to initiate a claim against the marina for lack of notice in court as per the conditions in this contract. After this 30-day period owner agrees to have waived any claims against the marina, its agents, or any purchaser of the vessel. Should marina dispose of the vessel the owner shall be liable to the marina for its cost of disposal of \$150 per foot whichever is greater. The marina maintains all other rights of remedy contained within this contract.
- 3. INCORPORATION:** The "Agreement", "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 or clicking "I agree", vessel owner acknowledges that he has read, understands, and agrees to abide by "Term and Conditions" and "Rules and Regulations" of the Marina.
- 4. LIABILITY IMPOSED FOR ALL TIME VESSEL ON MARINA PROPERTY** The parties agree that any liability imposed to the owner under the terms of this contract shall remain in effect for any period that vessel remains on marina property.
- 5. ADDITIONAL FEES IF NOT READY FOR LAUNCH OR NOT REMOVED WITHIN 24 HOURS.** Additional charges shall be due and paid at current rates for any extension of the initial period of this contract. No additional charges shall be due and payable if the vessel covered by this contract is removed from the Marina within two days of the contract termination date. **OWNER AGREES TO PAY THE MARINA AT THE PREVAILING TRANSIENT DOCKAGE RATES IN EFFECT FOR ANY VESSEL REMAINING FOR A PERIOD OF MORE THAN 24 HOURS AFTER LAUNCHING UNLESS OWNER HAS PREVIOUSLY ENTERED INTO A DOCKAGE CONTRACT WITH THE MARINA.**
- 6. WORK PERFORMED ON VESSEL** It is hereby stipulated and agreed that the owner may directly or indirectly supply his own work, labor, parts components, and material in respect to maintenance, repairs and services for the vessel while it is stored at the Marina's facilities, provided, however, that the owner shall first, in all such instances, notify Marina **IN WRITING** outlining, in numbered sequence, the work to be performed and the dates of such work, any work indirectly performed by the owner (contractor labor) shall be allowed **ONLY** when the above conditions are met and additionally all subcontractors shall first supply the marina with a certificate of insurance against claims arising from workmen's compensation, longshoreman's and harbor worker's compensation, general public liability and other risks usually covered by the insurance policies and in the policy limits shall be \$1,000,000 or limits normally carried by Marina in respect to its own facilities, operations, and employees. Any work performed by an outside contractor shall be subject to a 10% fee paid to the marina for use of its facilities, including but not limited to power, water, and costs related to compliance. Said insurance shall provide proof of coverage in respect to each of the outside workmen, independent contractors, employees, etc. of the owner (in in respect to owner himself if he shall do his own work), who are to work on the vessel in each case as each of such workmen, independent contractors, employees, etc. of owner (or owner himself) arrived for work at the premises of Marina,

he or they shall report to the offices of Marina and present a certificate in acceptable form from the insurance carrier that they are then covered by the full amount of insurance required hereunder by a property licensed and qualified company. Unless such certificate of insurance is presented, Marina shall have the right to deny them access to its premises and to deny them right to do any work or to provide any service to said vessel there. Failure to strictly adhere to the provisions of this condition as well as performing work not identified to the marina in the form outlined above shall be deemed a breach of this contract, making owner's vessel subject to a notice to remove without reimbursement for any prorated remaining period of the contract for storage/dockage and making owner liable for any legal costs and fees associated with the enforcement of this provision.

7. **DISPOSAL OF DEBRIS AND HAZARDOUS WASTE** The vessel will not be launched until the winter storage area is cleaned by owner and clear of all debris. Should owner refuse or delay in clearing the debris and moving of the vessel is required to facilitate other launches, Marina reserves the right to clean area. Owner will be charged double the standard labor rate for these services. In addition, owner may be charged a fee for the cost of Marina's disposal of shrink wrap or other coverings. Owner shall be responsible for providing proof of lawful disposal of any hazardous waste resulting from work performed on the vessel. If marina is forced to dispose of any waste, hazardous or otherwise, marina shall charge any owner that has not provided proof of disposal of like waste.
8. **INDEMNIFICATION** Owner shall indemnify marina for any costs, including but not limited to costs relating to clean up or fines resulting from actions by the owner' or its representatives whether relating to a violation of this contract or otherwise.
9. **FAILURE OF MARINA ENFORCEMENT** Failure of the marina to enforce any provision of the section 4 or any section of this agreement does not constitute marinas acceptance and does not excuse the provisions of the above section or any section of this contract.
10. **MARINA LIEN ON VESSEL** Owner agrees to pay storage/dockage charges as set forth on the face of this contract and It is expressly agreed that all charges, costs and expenses of hauling and carrying said vessel from the water to its place of storage and back to the water, all repairs to said vessel at any time made, storage charges thereon, sale of materials thereto, and all other costs and expenses incident thereto shall create a Security interest in said vessel, her tackle, apparel, and furniture withing the application of Massachusetts Uniform Commercial Code-Mass G.L. chapter 106, Section 9-102, for the benefit of Marina, it's successors and assigns and a maritime lien bother under the Federal Law and under Massachusetts General Laws, Chapter 255. If Owner fails to pay the full amount owed in Marina withing 30 days of the date said amount is due, Marina shall have the right to resort to all remedies granted under the Massachusetts Uniform Commercial Code-Mass G.L. Chapter 108, Section 9 (including, without limitation Section 9-504) and all remedies permitted under both Federal Law and under Massachusetts Law, including but not limited to the right of public or private sale. In advance of acceptance of the vessel for storage/dockage. Owner agrees that the vessel may not be removed from the Marina until all accrued storage, dockage, repair, and all other charges are paid in full.
11. **INSURANCE** Owner agrees the vessel will not be left for storage in any condition which may be deemed to be a fire or other hazard to the other persons or property on Marina premises. Owner further agrees to carry appropriate insurance coverage during the period of this contract. Appropriate insurance coverage shall include the following:
 - A. Hull, in an amount not less than 80% of the actual cash value of the vessel.
 - B. Bodily injury, in an amount not less than Five Hundred Thousand Dollars (\$500,000.00)
 - C. Personal Liability, in an amount not less than Five Hundred Thousand Dollars (\$500,000.00)
 - D. Property Liability, in an amount not less than Five Hundred Thousand Dollars (\$500,000.00)Owner shall provide a copy of the current insurance certificate or declaration page to Marina prior to the delivery of his vessel for storage and shall, within 48 hours, provide Marina a copy of the certificate or declaration page to any policy which changes, is modified or is cancelled.
12. **VESSEL IN COMPLIANCE** Owner hereby warrants to Marina that the vessel which is the subject of this contract complies with all applicable State and Federal laws including but not limited to those relating to safety and registration. Owner agrees to indemnify and hold harmless marina from all claims, violation or penalties assessed because of the condition of said vessel which violates any applicable State or Federal Law or regulation.

13. **PERSONAL LIABILITY IMPOSED** The person signing this contract agrees to be personally responsible for fulfilling the terms set forth within this contract and the "Rules and Regulations" which are incorporated herein. This personal responsibility representation shall apply whether the signer is the Owner or his representation or whether the vessel is owned by an individual, partnership or corporation.
14. **AUTHORIZATION FOR MARINA TO TAKE ACTION** Owner hereby authorizes Marina to take any and all action necessary or desirable to ensure, to the maximum extent possible, the safety of Owner's vessel and all other vessels and property on Marina premises. This provision shall not be construed as a requirement of any type of nature for specific actions and any kind on the part of the Marina and Marina hereby does not assume any liability for taking or failing to take any specific actions relating to the safety of owner's vessel. All charges relating to any actions taken by Marina to safeguard and protect Owner's vessel and provide or it's safety shall be borne by Owner and promptly paid upon presentation of Marina's statement.
15. **MARINA RULES AND REGULATIONS** The Marina "Rules and Regulations" are hereby incorporated by reference as if fully set forth herein.
16. **JURISDICTION** The parties hereby agree that this contract is made in the Commonwealth of Massachusetts, to be fully performed in the Commonwealth of Massachusetts and its provisions and enforcement shall be governed by Massachusetts law and any actions shall be brought in the district court in Chelsea Massachusetts or if outside the jurisdictional limits in the Suffolk County Superior Court. Both sides waive their right to a jury trial.
17. **CONTRACT CHANGES** It is agreed that the contract can be altered, modified, or amended only by an instrument in writing signed by an authorized agent or other appropriate officer of Marina and Owner.
18. **CHANGE OF EMAIL OR ADDRESS** owner shall notify the office in writing within 24 hours of a change of email or mailing address. Absent any written notification of a change the email and mailing address on file will be considered valid for the mailing of all notices.
19. **NOTICES** All notices to the marina under this contract shall be sent to info@mybostonmarina.com AND rwaters@amclegal.com and shall be considered delivered upon confirmation of receipt from both. Absent a confirmation of receipt, notices shall be sent certified mail to the address above as well as Waters & Associates, 174 Plaistow Road, Plaistow NH 03865 and shall be considered received upon proof of mailing. All notices to the owner shall be sent to the email on file for the owner and shall be considered delivered upon confirmation of receipt. Absent a confirmation of receipt from email the marina shall send notices certified mail and shall be considered delivered upon mailing.
20. **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 hall 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.

I/we have read and agree to the above contract terms and conditions as well as the Marina Rules and Regulations on the following page and agree to the terms by signing below OR by clicking "I AGREE".

OWNERS SIGNATURE _____ DATE _____

OWNERS SIGNATURE _____ DATE _____