

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

HAULING AGREEMENT

DATE _____

OWNER NAME _____ VESSEL NAME _____ YEAR ____ MAKE/MODEL _____

OWNER EMAIL _____ OWNER PHONE NUMBER _____ ZIP CODE _____

- A. AGREEMENT TO HAUL AND LAUNCH ONLY** Owner and Marina agrees that this contract pertains ONLY to the hauling and launching of the vessel. If vessel remains for storage or work owner is subject to marina contract terms and conditions and Marina Rules and Regulations and owner shall be responsible for requesting a copy of the same from marina.
- B. RELEASE OF LIABILITY:** In consideration of the Marina's execution of this agreement, Owner hereby releases and forever discharges the Marina from any liability for any negligent acts. 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.
- C. 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 (iii) any claim or lawsuit brought by Owner against Marina, in breach of the covenant not sue set forth in the preceding paragraph.
- D. COVENANT NOT TO SUE:** In consideration of the Marina's execution of this agreement, Owner, hereby agrees to limit its initiation and its participation in any lawsuit against the Marina that is not based on the grossly negligent actions of the marina.
- E. INSURANCE:** Owner acknowledges that he is aware of the requirement to ensure the vessel and hereby warrants that vessel is insured and the marina may ask for a copy of such insurance.
- F. ADDITIONAL FEES IF NOT READY FOR LAUNCH OR NOT REMOVED WITHIN 24 HOURS.** 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 a dockage contract with the marina.
- G. 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 within 24 hours 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. 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.

- H. INSURANCE** Owner hereby warrants that the vessel to be hauled is properly insured per the guidelines below and 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:
1. Hull, in an amount not less than 80% of the actual cash value of the vessel.
 2. Bodily injury, in an amount not less than Five Hundred Thousand Dollars (\$500,000.00)
 3. Personal Liability, in an amount not less than Five Hundred Thousand Dollars (\$500,000.00)
 4. Property Liability, in an amount not less than Five Hundred Thousand Dollars (\$500,000.00)
- Marina may require a copy of the current insurance certificate or declaration page to Marina prior to the hauling of the vessel.
- I. 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.
- J. 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.
- K. 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.
- L. 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.
- M. NOTICES** Owner agrees to provide current photographs of vessel prior to hauling clearly showing the condition all sides of the vessel by emailing them to info@mybostonmarina.com. Owner's failure to comply with this requirement constitutes Owner's agreement to waive any claims of negligence against the marina for damage done to the vessel while in the care control and possession of the marina.
- N. 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.

I/we have read and agree to the above contract terms and conditions and agree to the terms by signing below OR by clicking "I AGREE".

OWNERS SIGNATURE _____ DATE _____

TO BE COMPLETED BY AGENT OF OWNER

OWNER'S AGENT SIGNATURE _____

NAME: _____ COMPANY _____ DATE _____

EMAIL _____ PHONE NUMBER _____