

# SUNSET BAY MARINA, LLC

2 A. Street, Hull, MA 02045 Phone: 781-925-2828 Fax: 781-925-2838

## WINTER STORAGE **October 15, 2009 – May 1, 2010**

This Agreement for the license of storage and/or dockage space is made between Sunset Bay Marina, LLC. (MARINA) and the owner of the vessel described below (BOAT), who is referred to herein as LICENSEE, on the terms and conditions herein set forth:

### LICENSEE:

Full Name:		
Street:		
City:		
Zip:		
Telephone:	Cell	Work Home
Email:	Emergency Contact:	

### BOAT:

Name:			
Official Number	Year:	Type Of Boat:	Draft:
Hull Material:	Engines: Single	Twin	

\*Note that the use of electric heaters and air conditioners is prohibited unless such usage has been declared and the license rate adjusted accordingly. \*\*A photocopy of the boat's registration document is attached hereto and made part of this license document. For the purpose of this license, length over-all shall include all overhanging parts of the boat, e.g. bowsprits, bow pulpits, booms, swim platforms, davits and dinghies. The MARINA reserves the right to verify the measurement.

### BOAT INSURANCE:

Insurer:	Policy #:	Liability:
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\*A copy of the boat's insurance binder is attached hereto and made a part of this license document.

**Storage: PLEASE INITIAL \_\_\_\_\_, that you have read the disclosures below.**

**Storage contracts are due back by October 1, 2009.** Applicants will be accepted only if the following requirements are met.

\*Contract forms filled out in full including registration and/or documentation numbers.

\*Current Insurance binder needs to be on file.

\*Full payment is due for all unpaid invoices. \*Boats will not be launched in spring unless accounts are current.

\*Payment in full is required to participate in the 2010 summer gas discount program.

\*Boats not out of storage by May 15, 2010 will be charged a daily storage fee of \$3.00 per day; unless prior arrangements for short/long term storage have been made.

### Rates: Check One

**Winter Storage Season: October 15, 2009 – May 1, 2010: Rates based on Overall Length of Boat.**

- \_\_\_\_\_ \$48.00 p/f Outdoor Storage  
\_\_\_\_\_ \$53.00 p/f Sailboat Storage Mast Up (Space is Limited)  
\_\_\_\_\_ \$100.00 p/f Indoor Storage (Space is Limited)

**THERE WILL BE NO SUMMER TRAILER STORAGE FOR SUMMER SEASON 2010**

**PAYMENT OPTION:** Check One:  MasterCard  Visa  Discover  Personal Check  Cash

Name On Card:	
Credit Card Number:	Expiration Date:
Signature Authorizing Charges & Date:	

## Terms of Agreement

This contract is for the license of dockage and/or storage space only. Subject to the terms and conditions herein, the LICENSEE shall have full care, custody and control of the BOAT and its associated property. The Licensee agrees that any license of dockage and/or storage space shall not constitute a bailment or tenancy of any kind, either expressed or implied, and the relationships of the parties is only granted to the LICENSEE by the MARINA. The granting of this license by the MARINA does not obligate the Marina to provide LICENSEE similar licenses in future years or obligate the MARINA to provide future winter storage for the boat. The LICENSEE agrees to pay all dockage or winter storage fees when due.

No exchanges of licensed boat dockage spaces or winter storage locations will be permitted without prior approval of the MARINA. The MARINA reserves the right to change berth space assignments, move BOATS, and reassign berths during the temporary absence of the LICENSEE assigned to such berth during the temporary absence of permanent occupant.

In the event of an emergency during the LICENSEE'S absence, the MARINA is authorized, but not obligated, to attempt to undertake appropriate measures to mitigate damage to the BOAT, other vessels, or MARINA property. Should MARINA choose to attempt to mitigate damages to the BOAT, such services will be charged to the BOAT, its LICENSEE and/or its owners.

A LICENSEE may work on the BOAT, while it is in the space assigned. Outside contractors may not be brought onto the MARINA premises to do any work except as provided in the MARINA'S current posted Rules and Regulations.

The LICENSEE understands that no insurance is carried by the MARINA on the BOAT or its associated property. The LICENSEE warrants that the BOAT and its contents are now, and will remain throughout the term of this license, insured under "all risk" policy, including hull insurance in an amount at least equal to the actual value of the vessel and its contents and liability coverage in the amount of \$300,000.00. LICENSEE shall deliver proof of insurance to the MARINA.

The LICENSEE agrees that this contract does not constitute a bailment and the consideration paid to the MARINA for the space he/she may dock his/her BOAT and/or to store his/her property in disproportionately small in comparison to the value of the BOAT and equipment involved, and the LICENSEE is well aware of the various types of risks that are involved and associated with the dockage and/or storage of his/her BOAT or property of the premises. Therefore, it is agreed that the BOAT and all other property of the LICENSEE, his/her employees, servants, agents and guests, which may be brought onto the MARINA premises, is, during the term of this contract and any extensions thereof, at the sole risk of the LICENSEE, his/her employees, servants, agents and guests, and the MARINA, its agents, servants and employees will not be liable for any loss of or damage to said property under any circumstances including, but not limited to, losses caused by wind/storm, sinking, fire, theft, vandalism, water damage and any other acts or omissions of MARINA, and notwithstanding any asserted or actual breach of the contract by the Marina.

The LICENSEE acknowledges that he/she is solely responsible for the operation and control of his/her BOAT and any person he/she brings onto the MARINA premises, therefore, LICENSEE agrees and does hereby, on behalf of himself/herself, his/her heirs and executors, successors in interest, and the BOAT, during the term of this contract or any extension thereof, release and hold harmless the MARINA, its agents, servants and employees from any liability for any injury to the person of the LICENSEE, his/her employees, servants, agents and guests, from any cause, including any negligent acts or omissions of the MARINA, its agents, servants and employees not amounting to gross negligence, notwithstanding any asserted or actual breach of this contract by MARINA. The LICENSEE agrees on behalf of himself/herself, his/her employees, servants, agents and guests to assume the sole risk of any such injury and indemnify the MARINA. Provided, however, that this paragraph shall have no force or effect if it shall be contrary to the terms and conditions of any insurance policy that the LICENSEE is required to maintain in accordance with this contract.

The LICENSEE acknowledges the MARINA'S rules and regulations are incorporated by reference in this license. LICENSEE WARRANTS THAT HE HAS READ THE MARINA'S RULES AND REGULATIONS and agrees to abide by and be bound by them as though they were set forth herein. The MARINA reserves the right to cancel this contract for violation of any said RULES AND REGULATIONS, or breach of the terms of this contract, and to retain all amounts paid in advance hereunder as liquidated damages. An additional copy of the current RULES AND REGULATIONS of the MARINA will be posted in the MARINA office and further copies will be provided to the LICENSEE upon written request. The MARINA hereby reserves the right to change the posted RULES AND REGULATIONS from time to time.

The LICENSEE agrees to the term and conditions of this contract shall be automatically extended to cover the period from the time the BOAT or property is first brought onto the Premises until the BOAT or property is permanently removed from the Premises and the MARINA is notified of such removal or until a new dockage or storage contract is executed. Any period of time beyond the explicit termination date during which the BOAT and/or is associated equipment remains on the MARINA premises and has not been made the

subject of any successor contract it shall be subject to additional charges. The LICENSEE further agrees that additional charges for dockage and/or storage shall be due and payable for any extended period of said contract at the then established dockage and/or storage rates of the MARINA.

The LICENSEE agrees that the MARINA shall have the right but not the obligation to relocate his/her BOAT or property while it is docked or stored within the premises for such reason and to such other location on the premises as the MARINA shall deem appropriate, including but not limited to the right to move the BOAT and/or remove the BOAT from the water, should such appear to the MARINA to be necessary to protect the BOAT or property. In such an event the LICENSEE further agrees to reimburse the MARINA for any charges accrued in connection with hauling the BOAT from and returning the BOAT to the water at prevailing rates.

LICENSEE shall at all times maintain the BOAT in a safe seaworthy condition. LICENSEE shall maintain the slip in which the BOAT is moored and the immediately adjacent areas in a clean and tidy condition. LICENSEE shall not paint, decorate, embellish, change or make any alterations or additions to the slip or other areas of the MARINA. LICENSEE shall moor the BOAT in the assigned slip such that it is securely tied and creates no risk of damage to other boats, the slip or the MARINA. Lines used to secure the BOAT shall be of sufficient size and condition and so protected against chafe as to provide a safe mooring. The BOAT shall not be moored such that it or any associated equipment or tender obstructs the free passage of other boats. All halyards shall be secured in a manner which prevents slatting. Any fenders used by LICENSEE shall be attached only to the BOAT, and not to any portion of the MARINA facilities. In the absence of the LICENSEE the MARINA may, but not obligated to, remove the BOAT (including moving the BOAT out of the MARINA if deemed appropriate) at LICENSEE'S expense if it finds the BOAT is moored in such a way as to obstruct the free passage of other boats or poses a hazard to the safety of other boats or MARINA facilities.

The LICENSEE agrees that this contract shall constitute a security agreement between LICENSEE and the MARINA, as secured party, and that the MARINA shall have a security interest in the BOAT and any property in the BOAT or on the MARINA premises for all unpaid amounts due to MARINA from LICENSEE or others for dockage, storage, storage facilities or other services, or damage caused or contributed to by LICENSEE, employees, servants, agents and guests of LICENSEE, or the BOAT. Upon default by the LICENSEE or any other failure of LICENSEE to perform its obligations under this contract, the MARINA shall have all of the rights of a secured party under the Uniform Commercial Code in effect in Massachusetts from time to time. The LICENSEE agrees that notice of default or any sale shall be reasonable if five (5) or more days have passed after such notice is deposited in the United States mail or otherwise delivered in accordance with this contract.

This contract is not transferable or assignable by the LICENSEE. The licensed space shall not be sub-leased. It is understood between the parties that no refunds will be made after this contract has been executed, except as provided herein, even should the LICENSEE relinquish the licensed space prior to the term of the contract. The MARINA may cancel this contract as provided in the RULES AND REGULATIONS.

All notices and other communications required or permitted by this license shall be deemed given if made in writing and, in the case of notice to the LICENSEE OR OWNER, sent by first class mail, postage paid, to the LICENSEE'S or OWNER'S address set forth or delivered by hand in person to a responsible person on board the BOAT in the assigned space, and in the case of notice to the MARINA, sent by first class mail, postage prepaid, to the MANAGER, SUNSET BAY MARINA, 2 A Street, Hull, MA 02045 or delivered by hand to a responsible person in the MARINA office at same location. It is agreed that this contract can be altered, modified or amended only by an officer of the MARINA.

Should any provisions of this contract be found to be invalid, such invalidity shall not be deemed to impair or affect the validity in any way the enforceability or effect of the remainder of this contract, and in such event all of the other provisions of this contract shall continue in full force and effect as if such invalid provisions had never been included herein.

Any boat or property placed in dockage and/or storage at the MARINA under this license shall be subject to the terms and conditions set forth above.

LICENSEE

SUNSET BAY MARINA REPRESENTATIVE

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DATE

DATE

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