

DOCKAGE LICENSE

2010 SEASON

Slip # _____

Min Size _____

Deposit \$ _____

Date _____

Payment Type _____



NEWBURYPORT WINDWARD YACHT YARD LLC.

58 MERRIMAC STREET / MCKAY'S WHARF

NEWBURYPORT, MA 01950

PHONE (978) 462-6500 FAX (978) 462-3484

WWW.WINDWARDYACHTYARD.COM

Date _____

Boat Owner's Name _____ Home Phone _____

Cell Phone _____ Work Phone _____

Street _____ City _____ State _____ Zip _____

Email _____ Is this your first year with the Marina? _____

Name of Boat _____ Year _____ Make of Boat _____

Boat Registration or Documentation # _____

Length Overall _____ Beam _____ Draft _____ Engine Make _____ HP _____

***Length overall includes swim platforms, bow pulpit, outboards etc.

Fuel Tank Capacity _____ Water tank Capacity _____ Cooking Fuel & Type _____

Fuel Tank Type: (Circle One) *Aluminum Steel Fiberglass Plastic Unsure*

Insurance Company & Address _____ Telephone _____

Dock Box Rental: Standard 42' _____ Large 72' _____ X-Large 96' _____ No Dock box rental _____

*** Note Dock Box Rental Dates June 1st, 2010 to October 15th, 2010

Electric Service Required: 30AMP _____ 50 AMP _____ No Hookup Required _____

Dockage season begins May 21st, 2010 and ends Oct. 15th, 2010

DOCKAGE RATE:

\$115.00- Per Foot per season for A & B dock

\$135.00- Per Foot per season for C & D dock

Deposit: \$ 500.00

Deposit is non-refundable after 3/1/2010

Dockage balance is due in full by 5/1/2010

LICENSE TERMS - ATTACHED

PLEASE INITIAL THE FIRST TWO PAGES AND SIGN THE FINAL PAGE

BOAT OWNER'S INITIALS: _____

DOCKAGE LICENSE

TERMS OF LICENSE

1. **The word “Marina” is used to indicate the party offering a dockage license for the location of Boat Owner’s dockage space, the party indicated on the signature page herein. The word “Boat Owner/Owner’s” is used to indicate the owner or owners (or his/their authorized representative) of said described boat that is licensed for dockage with Marina.**
2. This license is solely for use of dockage space. No other services are intended or implied in this license.
3. Boat Owner agrees to comply with all rules and regulations of this license as set forth therein, and of Marina. Boat Owner/Licensees must comply with all applicable laws and regulations, particularly but not limited to environmental and hazardous waste management laws and regulations. If a violation of said rules and regulations occurs, this, license may be terminated immediately at the sole discretion of Marina, upon notice to Boat Owner. In such case, Boat Owner further agrees that Marina may remove said vessel from its dockage space at Boat Owner’s sole risk and expense and retake possession of the dockage space. Marina may retain any and all amounts paid in advance hereunder as liquidated damages.
4. Waiver of a condition of this license shall only be by written instrument issued by an authorized representative of Marina. Boat Owner shall not rely on verbal authorization or instruction that alters or conflicts with the terms herein.
5. **Abandonment Clause:** Marina has no responsibility to provide space for, maintain or obligations of any kind toward Boat Owner on any date after the lease period has expired. It is entirely Boat Owner’s responsibility to see that the boat is removed from Marina before the expiration of the lease period. Marina may demand, upon notification to Boat Owner at the provided address and phone numbers of this license, the immediate removal of said boat from Marina premises. If the Boat Owner does not cause the boat to be removed within five days of demand, the Marina shall be entitled to remove the boat to another location at Boat Owner’s sole expense. If Boat Owner continues to ignore a demand to remove said vessel, the boat will be considered “Abandoned” and Marina may pursue all options available, including the option of the Massachusetts Abandoned Vessel Act - An act relative to the disposition of Abandoned Vessels – Chapter 23 of the acts and resolves of 2008. Any and all remedies of disposal will be made available to Marina and Boat Owner’s boat or any of its parts shall become the property of Marina. The Boat Owner will be responsible for related costs, including attorney’s fees, court costs and storage fees, including maximum statutory interest.
6. Marina shall have a lien against the above described vessel, its appurtenances and contents for unpaid sums due for use of dockage facilities or other services, or for damage caused by, or attributed to the above described Boat Owner his/her guest to any dock or property of Marina or any other person at Marina. Marina shall be entitled, but not obligated, to pursue all remedies available, including enforcement of the lien granted by M.G.L. chapter 255, Sections 14 and 14A.
7. Dockage licenses are non-transferable and allowing use by others is not allowed by Boat Owner. Boat Owner further agrees to inform the Dockmaster if he or she expects to have their boat out of its slip for more than 24 hours. Marina reserves the right to allow use of slips for a fee on a transient basis when vacant and any monies collected for such use is retained by Marina and not for Boat Owner’s account.
8. In the event of a severe storm or hurricane Marina may require all or some boats to be removed from the docks. If Marina attempts to contact Boat Owner and Boat Owner is unable, cannot be contacted, or refuses to do so, the task may be carried out by Marina, but it is not obligated to so. In the event that Marina does so, Boat Owner agrees to pay any and all related fees. Marina may attempt to provide damage prevention services. This does not relieve Boat Owner or his/her agent of any responsibility in taking all precautions possible. Further, Marina assumes no responsibilities for any protection provided or for damages to Boat Owner’s boat or other vessels, other than for grossly negligent acts. Boat Owner agrees Marina shall have access as needed.
9. All boats shall be secured in their berth safely and in a manner acceptable to Marina. This includes bow, stern and spring lines with fenders between the hull and the dock. Any damage done to the docks from the boat will be on Boat Owner’s account. Inadequate dockage lines will, at the Dockmaster’s discretion, be replaced and charged to Boat Owner. On massed vessels all halyards must be tied away from the mast to prevent slapping noise.
10. Oil, spirits, sewage, inflammables and oils or bilges may not be discharged into Marina’s waters. All trash, waste and refuse must be disposed of legally and if left on site must be placed in containers authorized by marina. In the event of any release, spill or any other occurrence causing a violation of Federal or State environmental protection laws, rules or regulations, which is due to the action or inaction of Boat Owner, the Boat Owner agrees to defend, indemnify and hold harmless Marina and its owners, managers, members, Landlord(s), affiliates, and representatives, including, but not limited to, paying all cost of clean up and attorney fees.
11. Sewage pump out facilities are not currently provided by Marina, but may be arranged through the Newburyport Harbormaster.
12. Swimming, diving, or fishing is not allowed off Marina docks.

BOAT OWNERS INITIALS: _____

DOCKAGE LICENSE

TERMS OF LICENSE CONTINUED

13. Per order of the State Fire Marshall no charcoal, propane or open fires of any kind are allowed on Marina docks.
14. Per order of the State Fire Marshall there is to be no filling of inboard or outboard boats with portable gas or fuel tanks. Transportation of gas in approved outboard motor tanks which attach to a motor by means of a hose is allowed. No transferal of gas from one tank to another is permitted.
15. Boat Owner shall be responsible for the conduct of any guests of Boat Owner. Boat Owner and guests must behave at all times when on the property of Marina or any boat docked therein so as to create no annoyance, hazard or nuisance to Marina or other Boat Owners. Noise shall be to a minimum at all times. Boat Owner should use discretion in the operation of engines, generators, radios and television sets so as to not create a disturbance. Intoxicated Boat Owners and their guests will be asked to leave. Anyone who operates their boat while intoxicated is breaking the law and the proper authorities may be notified.
16. No dock boxes other than those rented from Marina are allowed on the docks. Fastening of extra bumpers etc. is not allowed unless permitted by Marina.
17. Pets are allowed on a leash. Please pick up after your pet. Continued barking or aggressive behavior will not be tolerated.
18. No outside contractors or service organizations or individual will be permitted on property without permission of Marina. All outside contractors must contact Marina office to confirm work being performed prior to arrival. Any work being performed on site must be done in compliance with workplace health and safety and insurance requirements, including workers' compensation and general liability insurance coverage. The Marina requests a copy of the insurance policy naming the Marina. The Boat Owner is required to have a copy of the contractor's insurance policy listing the Marina as additional insured.
19. Young children must be accompanied by an adult and wear life jackets at all times. This pertains to children 12 and under.
20. Debris left on the dock will be removed. Hoses should be turned off and coiled or hung.
21. Remember to obtain your Newburyport Water Ways permit from the Newburyport Harbormaster. For further information please contact the Newburyport Harbormasters office at (978) 462-3746.

INSURANCE / LIABILITY

1. No insurance is carried by Marina on Boat Owner's boats or other property. Dockage thereof is accepted at the sole risk of Boat Owner, and Boat Owner hereby to the fullest extent allowed by law releases, to the fullest extent allowed by law Marina, its owners, managers, Landlord(s), affiliates and representatives from any and all claims for any and all loss or damage however caused including Marina negligence and excepting only gross negligence. Boat Owner hereby release Marina from any and all losses, damages, expenses and claims of personal or bodily injury suffered to any person, including Boat Owner or any consequential damage or damages resulting there from. Boat Owner agrees to the fullest extent by law to defend, indemnify and hold harmless Marina for any personal or bodily injury to any guest, family member, mechanic, or other agent of Boat Owner as well as Boat Owner himself/herself/themselves. Boat Owner agrees to pay any and all costs associated with such claims, including but not limited to, any damage, judgment, interest or attorney fees. Boat Owner agrees to promptly notify Marina of any such injury, damage or other occurrence which could result in a claim against Marina, its owners, managers, members, Landlord(s), affiliates, agents or representatives.
2. Boat Owner shall maintain at all times while the boat uses or occupies the dock or any other facilities of Marina adequate hull insurance equal to at least 90% of the its current market value and shall be covered by usual forms of all risk protection and indemnity insurance for damage and or injury caused by the boat or those aboard in the amount of at least \$100,000 per person and \$300,000 per incident. Boat Owner agrees to provide Marina a certificate of insurance naming Marina, Marina's Landlord and other entities reasonably required by Marina as Additional Insured. Boat Owner shall deliver to Marina prior to using the dock a certificate of insurance or binder evidencing such insurance.

EXECUTION AND INTERPRETATION

1. Any notice required hereunder shall be valid if sent to the address provided by the Boat Owner. The Boat Owner shall be responsible for informing the Marina promptly of any address change.
2. The failure of any party at any time to require performance of any provision hereunder or waiver thereof shall in no manner affect the right to enforce the provisions at a later time.
3. This is a Massachusetts license and shall be governed and enforced under the laws of the Commonwealth of Massachusetts.
4. Venue in any disputes arising hereunder shall be in court of competent jurisdiction, located in Massachusetts.
5. All title designations contained hereunder are for convenience only and are not intended to effect the interpretation or construction hereof.
6. This license may be executed in two or more counterparts, each of which shall constitute an original without the necessity to account for the other.

CREDIT CARD # _____ **EXP DATE** _____ **SEC #** _____

BOAT OWNER (S) SIGNATURE _____ **DATE** _____

ACCEPTED BY: _____ **TITLE** _____ **DATE** _____