

Steamboat Wharf Marina Winter Storage Terms and Conditions

The term "Boatyard" wherever used herein shall refer to Steamboat Wharf Marina, Inc. of Hull, MA 02045. The term "Owner" whenever used herein shall refer to the lawful Owner of the Vessel, or the person acting as the authorized agent for the Owner of the Vessel named on the Storage Contract. The term "Vessel" wherever used herein shall include any outboard engine, equipment, appurtenances etc. of the Vessel named on this storage contract if left separately to be subject of this contract.

1) The signature of the Owner on this Storage Contract shall create a binding contract between the Owner and the Vessel on one hand, and the Boatyard on the other. The Owner represents by his signature on the reverse side of this Storage Contract that he hereby requests and orders the services described on this Storage Contract between the Owner and the Vessel on one hand, subject to the terms and conditions set forth below which are made part of this contract. It is stipulated that the Owner and Vessel have freely chosen to do business within the terms and conditions hereof, and understand them and agree to be bound by them.

2) Length Overall (LOA) is defined as the maximum overall boat length and includes bow or stern pulpits and swim platforms and outboard engines and sterndrives. The Boatyard reserves the right to measure LOA at any time and to adjust winter storage charge accordingly.

3) The Owner covenants and warrants that the Vessel shall be fully insured for all loss or damage to the Vessel, Boatyard facilities or other property during the term of the contract, or that the Owner shall be a self insurer of an loss or damage to the extent that the owner does not procure adequate insurance, and that the Boatyard shall not be required to provide insurance for the Vessel during the contract period. All such insurance shall be written by marine insurance companies duly qualified to do business as insurance companies in Massachusetts. All insurance covering the Vessel shall provide that the Boatyard shall not be barred from making claim against said policies by reason of being an otherwise covered party under said insurance, to the extent that the Vessel shall cause damage to facilities or persons at the Boatyard. Owners must provide Boatyard with a current insurance policy showing liability and physical damage coverage, with Steamboat Wharf Marina named as an additionally insured party.

4) The Owner agrees that the Boatyard shall not be liable for any loss damage or injury to, or caused by the Vessel arising from any cause whatever during the term of this contract.

This includes, but is not limited to, actions or negligence of other Vessel Owners or business visitors or guests: failure of utilities, buildings, or equipment; extreme weather damage, tidal or wave damage; fire; explosion; dry rot, mildew, or inherent vice or defects of any of the Vessel's materials or appurtenances; or acts of God. **The Owner also agrees that the Boatyard shall not be responsible for damage deterioration, or other loss of exposed canvas, glass, plastic or cloth or shrink wrap covers, of similar items on the Vessel during the term of this Storage Contract.** Further it is agreed that the services included in this contract do not include any type of on site security, guard services, watchmen, etc. and the Boatyard shall not be liable to the Owner or Vessel for any intrusion, theft, vandalism, arson or other criminal acts of any kind.

5) The Owner of the Vessel shall defend, indemnify and hold harmless the Boatyard, its management or employees harmless from any claims, demands, liability, causes of action, judgments and executions arising directly or indirectly out of this Storage Contract. The Owner shall not make the Boatyard a party to any litigation against others without the express written consent of the Boatyard. The Owner agrees that, in the event that it is necessary for the Boatyard to employ an attorney to enforce any provisions of this agreement, the Owner shall pay the Boatyard's reasonable attorneys' fees and expenses.

6) Owners shall be prohibited from working on their Vessels without the prior permission of the Boatyard. The Boatyard is located in the Weir River Estuary, which is designated as an Area of Critical Environmental Concern. For the protection of Owners, the Boatyard, and the environment, Owners shall be prohibited from performing any external work on their Vessels, without permission from marina

management, due to the potential for environmental contamination. This work includes but is not limited to bottom painting, sanding, scraping, fiberglass repair, working with solvents and cleaners, engine repair, winterizing engines and draining fuel and oil.

7) The Owner agrees that no outside contractor shall work on the Vessel while it is at the Boatyard without obtaining prior approval from the boatyard and signing the Outside Contractors Policy agreement. Such contractors or vendors may obtain permission to work on Vessels in the Boatyard subject to certain conditions, regulations, insurance requirements, and administrative surcharges, established by the Boatyard to protect the Boatyard and its customers.

8) The Owner agrees that the end of the term hereof, he shall remove the Vessel from its assigned berth in a careful and seamanlike manner, leaving all facilities and utilities, including all shore connections and Boatyard supplied devices, in good order and condition, reasonable wear and tear only expected.

9) It is agreed that Vessels which hold over after the end of the usual winter storage are an undesired burden at the Boatyards landside facilities during the summer season. Therefore, if the Vessel is not removed at or before the end of this contract period (unless such delay is caused by the Boatyard's launching schedule) the Owner and Vessel shall be liable for a holdover charge at the rate of \$3.00 per linear foot (LOA) per day, payable in advance for each such month or fraction thereof holding over.

10) The Boatyard shall have the right not to renew and/or to terminate this Service Contract for any reason. The Owner and Vessel specifically disclaim any right title or property interests of any kind in the future renewals of this contract.

11) It is agreed that all amounts payable and paid hereunder are non-refundable after they have been received by the Boatyard in good faith. All invoices shall be due and payable at the time rendered and must be paid before the Vessel or any of its equipment or gear leaves the Boatyard. The Boatyard shall have the right to refuse to release, surrender, or deliver possession of the Vessel or retain possession and control of the Vessel without process of law unless fully paid therefore. Any expenses for hauling, launching, storing of the Vessel in the process of securing payment shall be the responsibility of the Owner. It is stipulated that if the Vessel leaves Boatyard prior to full payment of all amounts currently due, the Boatyard shall not lose any of its rights to payment, to any liens under state or federal (including maritime) laws against the Vessel, or to regain possession (with or without process of law) and to hold again thereafter until paid in full. The Owner further covenants agrees that a service charge shall be payable on any balances due, at the rate of 1.5% per month on outstanding balances commencing from the 10th day after the amounts become due and payable, which amounts shall be covered by the aforesaid lien rights.

12) This service Contract shall be assignable by the Boatyard only. This contract sets forth the entire agreements oral and written made by them. This agreement may only be amended or modified in writing by all parties. This agreement shall be governed by Massachusetts's law. The venue for any litigation or dispute resolution shall be Massachusetts.

13) No one is to live aboard the boat while boat is in dry storage.

14) Upon launching boat, following storage, Owner immediately assumes responsibility of boat.

15) Marina agrees to launch, haul, block or move as the case may be, the boat described herein, as near to the requested date as reasonably possible. Marina assumes to liability in the event of failure to meet such date. Marina reserves the right to refuse to haul or launch boat until all charges are paid in full.

BEWARE: Failure to pay in full or to establish credit payments can result in a federal seizure of your boat.