



Owner Information

Name:

Address:

Home Phone:

Cell Phone:

Other Phone:

E-Mail:

Vessel Information

Vessel Name:

Draft:

Length Overall & Beam:

Key/Combo:

Power or Sail:

Registration #:

Make/Model:

Insurance Carrier:

2023 Dockage Fee* [see Slip Estimate for slip location and costs]

PAYMENT IN FULL NO LATER THAN April 15, 2023

Location – Slip:

Payment schedule (check one; please call if you have questions):

- ☐ *Return this form with full payment by January 15 2023 and receive a 5% discount*
- ☐ *Return this form with ½ (one-half) slip cost by January 15 2023; balance due by April 15 2023*

Total enclosed = \$ _____

**All Dockage Fees are based on LOA or length of slip, whichever is longer. LOA is the overall length of boat from bow to stern end of boat. This includes bow pulpits, swim platforms, and outboard engines in tilt-up position. LOA is subject to confirmation by Steamboat Wharf Marina, Inc.*

Storage Terms and Authorization

License term begins May 1, 2023 and ends October 15, 2023.

Steamboat Wharf Marina, Inc. agrees to provide in-water storage for the Owner's above described vessel for the term indicated above at 48 George Washington Blvd. Hull, MA 02045 subject to the terms and conditions of this license as set forth on this page and on the reverse page which are incorporated herein for all purposes as if they were set forth above the signatures of the parties. Owner acknowledges responsibility for vessel under all weather conditions and shall take all appropriate emergency and precautionary measures in the event of the forecast or onset of severe weather. Owner acknowledges receipt of the "Seasonal Dockage License Terms and Conditions and the Marina Regulations" on the reverse page and agrees to these terms and conditions.

Owners Signature:

Steamboat Wharf Marina, Inc.:

Date:

Date:

Steamboat Wharf Marina Seasonal Dockage License Terms and Conditions

The boat owner and his or her invitees agree that they shall use and occupy the Steamboat Wharf Marina, Inc. (the "Marina") at their own risk, and the Marina shall not be liable to them for any injury or death, or loss or damage to the boat owner's vessel, motor, accessories, including dock box, fenders, tools and associated equipment, or any loss due to fire, theft, vandalism, collision, marina equipment failure, windstorm, rain, hurricane or any other casualty loss. The boat owner further agrees and does hereby, on behalf of himself and his invitees during the term of this license or any extension thereof, release the Marina, its management or employees from any liability for any loss or damage to the person of the boat owner and his invitees, under any circumstances, including any negligent acts or omissions of the Marina, its management or employees, notwithstanding any asserted or actual breach of this license by the Marina. The boat owner and the vessel shall defend, indemnify and hold harmless the Marina, its management or employees from any claims, demands, liability, causes of action, judgment and executions arising directly or indirectly out of any actions by the boat owner or the vessel or those in privity with them, including without limitation, subrogation by the boat owner's or invitee's insurance company. The boat owner shall not make the Marina a party to any litigation against others without the express written consent of the Marina. The boat owner agrees that, in the event that it is necessary for the Marina to employ an attorney to enforce any provisions of this agreement, the boat owner shall pay the Marina's reasonable attorneys' fees and expenses.

All slip deposits are non-refundable. We reserve the right to prorate returns on canceled slip deposits and/or payments in full. The boat owner agrees to pay all dockage fees in advance and to abide by and be bound by the regulations of the Marina, and the license terms and conditions, set forth herein, to which both parties herein agree: the Marina reserves the right to cancel this license for violation of any of said regulations or of said license terms and conditions and to retain all amounts paid in advance hereunder as liquidated damages. Payment terms outlined in the letter dated December 2022 is an addendum to this signed contract. If the payment terms outlined in the letter are not met the Marina reserves the right to nullify this license. The parties agree that the terms of this license together with all the terms and conditions shall be automatically extended to cover the period from the time the boat is first brought on the premises until the boat is permanently removed from the premises and the Marina is notified of such removal or until a new dockage or storage license is executed. The boat owner further agrees that additional charges for dockage or storage shall be due and payable for any extended period of said license at the then established dockage and/or storage rates of the Marina. The boat owner agrees that the Marina shall have the right, but not the obligation, to relocate his boat while it is docked or located within the Marina premises for such reason, and to such other location on the Marina's premises as the Marina shall deem appropriate, including but not limited to the right to move the boat and/or to remove the boat from the water. The boat owner 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. Subject to the terms and conditions herein, the boat owner shall have full care, custody, and control of his boat.

This license is not transferable or assignable by the boat owner and it is understood between the parties that no refunds will be made after the Marina has accepted the license. Additionally, the boat owner shall not assign, sublease or make a dock available for use by any other boat except the one assigned to the dock. Dockage is not transferable. This agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements oral or 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.

Marina Regulations

- 1) All boats owners shall procure adequate **insurance** of whatever necessary kind to cover any loss or damage to his or her boat, the entire contents thereof, for any personal injury and property damage to any person or thing and for any pollution to the environment with cleanup coverage, **with Steamboat Wharf Marina and the Town of Hull being listed as an additional insured**, all with companies licensed to issue insurance in Massachusetts. **Copies of said insurance shall be provided to Steamboat Wharf Marina prior to securing any boat to the marina.**
- 2) When a boat enters the Marina, it shall be berthed or moored only as directed.
- 3) This license entitles the boat owner to use only a specific slip or yard space, neither of which can be sold, leased, assigned or transferred to any other person or entity. Only a boat owned and operated by boat owner may be placed in a slip or yard space assigned to him by marina. Boat owner agrees to notify marina whenever boat will be away from slip for overnight or longer. Marina shall have the right to place any other boat at such a slip for the entire period of time the boat is expected to be away for marina's sole use and account without allowance of any kind to the boat owner.
- 4) Only pleasure boats will be admitted in berthing areas. **No business may be operated out of the boat owner's slip or boat without permission from Marina.**
- 5) No advertising or soliciting, including For Sale signs, will be permitted on any boat or elsewhere in the Marina without written consent of the Marina.
- 6) **Boat owners will provide the marina duplicate cabin and ignition keys** as a mutual protective measure although the Marina assumes no control of the boat or obligation to boat owner for his property, except to ensure that keys will be kept in a safe place and no unauthorized persons will have access to the keys.
- 7) A service fee may be charged by the marina for securing improperly tied up boats, or for pumping out boats, although the marina assumes no obligation to properly tie up or pump any boats. All dock lines must be ½" (one-half inch) nylon or larger.
- 8) Boat owners agree to operate, and to be responsible for the operation of their vessels in a careful and safe manner at all times so as to not cause damage to the Marina's facilities or to any other vessels. Boats operating within the Marina shall leave no wake. Boats shall be maintained in a safe and seaworthy condition and shall not constitute a public or private nuisance or cause any interference with the peaceful enjoyment of the Marina's facilities by others, nor shall it be a source of environmental pollution. Refuse and garbage shall be deposited only in receptacles provided by the Marina and not thrown overboard. When a boat is tied at its berth in the Marina, occupants should use head facilities provided on shore. Law requires head overboard discharge to be decommissioned in Marina. **All cooking must be done inside the boat or in specified areas provided by the marina. Active barbecues, whether propane or charcoal are not allowed on docks or boats.**
- 9) Tenders and skiffs (10' and under) may only be stored alongside the Vessel at certain slips/locations where there is space available with the approval of the marina.
- 10) **No swimming, skin diving, or fishing allowed in the Marina.**
- 11) Boat owners shall not store supplies, materials, accessories, or debris upon floats or fingers and shall not construct thereon any lockers, chests, cabinets, steps, ramps or similar structures except with written permission of the Marina Dockmaster. **Dock boxes** are allowed under the following conditions: they may not exceed the following dimensions 2.5'H x 2'W x 6'L, must be placed on main dock in front of assigned slip, constructed of fiberglass or plastic, and must be white in color.
- 12) Noise shall be held to a minimum at all times. Boat owners shall use discretion in operating motors, generators or bilge pumps so as not to create a nuisance. Televisions, Radios, Phonographs, etc., and motors with effective mufflers shall be operated only during the hours of 8:00AM until 10:00PM.
- 13) Disorder, depredations or indecorous conduct by a boat owner, his servants, agents, invitees or guests that might injure a person, cause damage to property or harm the reputation of the Marina shall be cause for immediate removal from the Marina. If the boat owner refuses to remove his boat within seven days of notice to do so, said boat will be removed at the boat owner's expense.
- 14) **NO OUTSIDE LABOR** will be allowed in the Marina area except by arrangement with the Marina Office. All work subject to Steamboat approved procedures.
- 15) **Pets shall be kept leashed** within the confines of the marina area, floats and piers, and any nuisance caused by such pets on the docks or parking areas shall be cleaned up immediately by the owner.
- 16) Each owner will be held responsible for damage, which he may cause, to other boats in the Marina or for damage to any structure. The Marina, at the expense of the boat owner, may remove any boat that may be considered a danger to the Marina.
- 17) Boat owner agrees to remove boat at the end of term from yard or assigned slip leaving all facilities and utilities in good order and condition, reasonable wear and tear only excepted. Any boat owner holding over after termination of his license shall be charged, if in a slip, at the transient rate of \$3/ft/day or, if on land, the then current storage rate. The term is May 1 to October 15 for dockage but may be extended with the approval of the Marina. The Marina shall not be liable for any damage caused by freeze.
- 18) There is to be **no fueling** of boats by jugs, transfer pumps or any other means on the premises of the marina.
- 19) Shoes must be worn when walking through the Marina or on the floating docks at all times.
- 20) **No fireworks or firearms are allowed on the premises at any time.** Violators will be subject to prosecution.
- 21) Water and electric (in certain locations) shall be provided as part of the dockage lease during its term - May 1 through October 15, weather permitting. Water lines on docks will be drained on October 16 unless weather conditions necessitate earlier draining.
- 22) No space will be provided for trailer storage. Please make other arrangements for your trailer.
- 23) **Children under 12 years of age shall be accompanied by an adult and must wear a life jacket at all times within the marina area, floats, and piers.**
- 24) If a boat owner abandons his or her vessel in the Marina, the boat owner hereby consents to allow the Marina to transport the vessel to the boat owner's residence without further permission by the owner at the owner's expense. If an independent marine surveyor surveys the vessel and determines that it poses a risk of harm to the Marina or other vessels, the Marina may destroy or dispose of the vessel at its discretion at the boat owner's expense.