



**2016-2017 BORDENLIGHT MARINA RENEWAL WINTER STORAGE CONTRACT**



1 Ferry St. Fall River, MA 02721

Office: 508-678-7547 Fax: 508-678-7564 [www.bordenlight.com](http://www.bordenlight.com) HAUL DATE: \_\_\_\_\_ LAUNCH DATE: \_\_\_\_\_

**CONTRACT WILL NOT BE ACCEPTED WITHOUT CREDIT CARD INFORMATION & SIGNATURE.**

<b>Boat Owner Name &amp; Address:</b>		<b>Boat</b>		<b>Insurance</b>
		Name:		Policy #:
		Builder:		Start Date:
		Yr. Built		Exp. Date:
Cell #	<b>First Mate</b>	Doc/Reg:		Insurance Carrier:
Home #	Name:	Length:	Draft:	<b>Credit Card</b>
Bus #	Cell #	Beam:	Hull Color:	MasterCard or Visa #:
<b>Capt. Email:</b>		Pwr/Sail:		Exp. Date:
<b>1<sup>st</sup> Mate Email:</b>		Key Location:		Billing zip:

**Marina grants Boat Owner** a license to use a slip or land area assigned from time to time by the marina for above boat, including haul, block, pressure wash & launch, from Nov. 1, 2016 to May 1, 2017, for which Boat Owner agrees to pay as follows:

**YARD WINTER STORAGE:** Overall Boat Length \_\_\_\_\_ x \$36/ft. \$ \_\_\_\_\_  
**WET STORAGE:** Metered Electric + Overall Boat Length \_\_\_\_\_ x \$22/ft. (no haul/launch) \$ \_\_\_\_\_  
**DINGHY STORAGE INSIDE:** \$350 \$ \_\_\_\_\_  
**INSIDE SHED STORAGE:** Overall Boat Length \_\_\_\_\_ x \$6/ft x Beam \_\_\_\_\_ \$ \_\_\_\_\_  
**HEATED INDOOR STORAGE:** \$ \_\_\_\_\_  
 All vessels subject to be removed from building and ready for launch as early as **April 1<sup>st</sup>** or pay to be moved . ON TRAILER: YES \_\_\_\_\_ NO \_\_\_\_\_  
**MINIMUM NON-REFUNDABLE DEPOSIT** \$ -300.00  
 (Deposit cannot be used to set off any other debt of Boat Owner to Marina)  
**Balance Due November 1, 2016 or prior to arrival for haul out or wet storage.** \$ \_\_\_\_\_

*Boat will not be hauled or launched if there are any open balances with marina.*

**\*\*I hereby authorize Borden Light Marina, Inc., until cancelled by me in writing, to charge my VISA/MASTERCARD ACCOUNT THAT IS GIVEN ABOVE for all amounts payable to BLM including but not limited to my slip & storage fees, dock damage, electric usage, gasoline purchases, & boat repairs. \*\*I have read the terms & conditions on both sides of this contract or online & they are understood & acceptable to me.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2016

\_\_\_\_\_  
Boat Owner

\_\_\_\_\_  
Borden Light Marina, Inc.

**INSURANCE**

**BOAT OWNER MUST FURNISH MARINA WITH A CERTIFICATE OF INSURANCE STATING BOAT OWNER HAS SINGLE LIMIT PROTECTION & INDEMNITY COVERAGE IN THE AMOUNT OF AT LEAST FIVE HUNDRED THOUSAND (\$500,000) DOLLARS, FOR THE CONTRACT PERIOD AND FOR SUCH OTHER TIMES BOAT OWNER'S BOAT IS AT THE MARINA.**

**YARD STORAGE:** Is until May 15. After launch Boat Owner has until the following weekend to remove his boat from the slip. After May 16, the boat must be removed within 2 days of launch. During the grace period, the Boat Owner shall be charged \$5 per day for electricity and, after the grace period, the Boat Owner shall pay dockage at the transient rate. **If a boat is not launched by May 30, 2017, the Boat Owner will be charged for summer yard storage retroactive to May 1 at the rate of \$8/ft./month, plus \$3/ft. to move the boat out of parking area.** Any boat left on land after May 30, if not signed up for summer yard storage, shall pay the marina \$75 per day. If the boat is not ready for launching on May 1, or on requested launch week, whichever is later, and moving is required to accommodate launching of a blocked-in boat, the Boat Owner will be charged \$3/ft. to move boat. Any vessel left on land past June 1<sup>st</sup> will be moved to summer yard storage location and masts will be un-stepped, all at owner's expense.  
**WET STORAGE:** On May 1, all boats must either be moved to their summer slip or removed from the marina. Any boat holding over after termination of this contract shall pay marina \$150 per day for any boat left in a slip. Boaters shall provide BLM certification from insurance carrier stating that coverage continues while the boat is in the water.

## BORDEN LIGHT MARINA TERMS & CONDITIONS

### WINTER STORAGE SPECIFIC GENERAL TERMS & CONDITIONS:

1. **LOCKS:** The only lock permitted on a **LADDER** is a combo lock; the office must have the code.
2. **HAUL OUT:** Boat Owner shall remove the boat's drain plug and all sails. During lay-up on land, the Boat Owner shall not tie boat cover to stands and shall not plug boat into electric at night, nor leave the boat plugged into electric unattended during day. Cost to remove & reinstall outriggers is \$200.
3. **LAUNCH:** Boat Owner's request to launch his boat constitutes a warranty to marina by Boat Owner that no ladder is locked to boat stands, that the drain plug has been installed, that the through-hull fittings are secure, that the boat is seaworthy, and that the lines & fenders are in the cockpit. Boat Owner further warrants for both haul and launch that the engine starts & runs at turn of key and that the boat keys are in possession of the marina, or in ignition. If towing boat to or from slip is required, Boat Owner shall be charged \$100. to tow boat.
4. **PAINTING THE BOAT:** The Boat Owner shall do all sanding with dust recovery equipment, capture all paint chips and additional dusts in tarp placed under the boat and remove the same from the marina premises together with all painting implements, paint brushes, cans, tape, etc. No painting materials, oil, fuel, antifreeze nor any other hazardous waste shall be placed in the marina dumpster or left on marina premises.
5. **SHRINKWRAP:** Is not warranted for wind recorded over 50mph. BLM personnel not responsible for zippers or snaps on canvas.

### SUMMER SPECIFIC GENERAL TERMS & CONDITIONS:

6. No boat is to enter marina before May 1, or remain after Nov. 1, unless boat is stored at Borden Light Marina for winter. Slip assignments are based upon year round status, timely payment, seniority and space requirements of the marina. Boat shall only be placed in assigned slip. **There shall be no slip refunds. In the event the owner fails to pay the slip balance on or before May 1, 2017, the Boat Owner forfeits all rights to the use of any slip at the marina and all payments and/or deposits shall be retained by the marina as liquidated damages and cannot be used to set off any other debt of the boat owner to the marina.**
7. **WHEN AWAY:** 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 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. On the weekend of the Poker Run boats located on AA or A dock shall be relocated around the marina to accommodate the fast boats participating in this charity event.
8. **DINGHY: SHALL NOT BE TIED UP IN A VACANT SLIP OR PLACED UPON THE DOCKS:** Boat Owner may keep a dinghy at the marina either on his boat, in the water at his slip or at an assigned location. A dinghy is a boat less than 12' in length, powered by a motor and capable of being stored on owner's boat.

### YEAR ROUND GENERAL TERMS & CONDITIONS:

9. Owner warrants that he/she has full & complete hull & liability insurance coverage against all boat & boating hazards, theft, & hazards of personal injury insuring the Owner's property, & person & those of his agents & guests for harm due to injuries or damages which may be received at the Marina. **Protection & Indemnity must be at a minimum of \$500,000 in coverage, as well as naming Marina as additional insured.**
10. Boat owner may not remove boat from marina until all debts to marina are paid. Marina may take any action it deems reasonable to prevent removal of boat until all debts are paid, including hauling out. Boat owner shall pay the cost of said hauling, launching and the resulting \$75 per day land storage fee. A monthly 1.5% service charge will be added to balances thirty (30) days past due. If litigation is necessary to collect any amount due under this contract, all costs of collection, including, but not limited to reasonable attorney fees, interest and court costs shall be paid by the boat owner.
11. NO FUELING of boats is permitted anywhere except the fuel dock as required by State Fire Marshall, Fall River Fire Department and Borden Light Marina.
12. **OVERALL BOAT LENGTH** is defined as the maximum overall boat length and includes any bow or stern pulpits and swim platforms. Marina reserves the right to measure OVERALL BOAT LENGTH at any time and to adjust slip or yard charge.
13. **YARD LABOR RATES:** The marina labor rate is \$85 per hour. Workboat use with one crew member is \$100 per hour. Short Haul \$10/ft. Long Haul \$14/ft. Power Wash \$3.50/ft.
14. All boats shall pay for metered electrical usage. The minimum seasonal charge for electricity shall be \$30. Fee for a second power cord and/or 50 Amp service is \$75. Prior to departure, boat owner shall pay balance due for electrical usage. **ONLY UL APPROVED MARINE ELECTRIC CORDS SHALL BE CONNECTED TO SHORE POWER.**
15. This contract does not entitle boat owner to use a specific slip or yard space neither of which can be sold, leased, assigned nor 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 the marina.
16. No minor child shall be onboard the boat overnight without adult supervision onboard the boat.
17. Boat owner agrees to remove boat at end of term from yard or assigned slip leaving all facilities and utilities in good order and condition, reasonable wear and tear only excepted.
18. Any boat owner holding over after termination of this contract, or completion of service, shall pay marina \$75 per day for any boat left on land or \$150 per day for any boat left in a slip.
19. Outside contractors are not allowed to perform any work that is currently offered here at BLM: shrinkwrap, painting, fiberglass, general mechanical work, etc.
20. Service of specialists will NOT be allowed to work on any vessel within the BLM property without first getting permission from the office. Such person shall present the proper insurance certificate which must include property damage, workers comp and personal injury liability insurance coverage in the amount of one million dollars, which coverage shall name marina as an additional insured. They must also sign in an out of the marina office each day upon entering and leaving the marina.
21. No outside broker signs may be placed on any boat in the yard or slip.
22. Boat Owner shall pay marina within 7 days of written demand for payment for any damage which he, his boat, or his guest(s) may have caused to marina.
23. This contract shall be governed by and construed in accordance with the laws of Massachusetts. By agreeing to terms of this contract, both parties invoke the privileges and benefits of the laws of Massachusetts and also agree to personal jurisdiction in courts of Massachusetts, including federal court sitting in Boston, MA, and both parties further agree that any suit brought against the other party pertaining to this agreement or any other matter between the parties must be brought only in the Fall River District Court, the Bristol County Superior Court, or the federal court sitting in Boston, regardless of who files the suit. Boat Owner waives any defense or objection to the jurisdiction or venue of any such suit or any such court or that such suit is brought in an inconvenient forum. **IN ANY LEGAL ACTION OR PROCEEDING, THE PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY A JURY.**
  - i. It is agreed that the contract amount payable by Boat Owner would necessarily be greater if the marina were required to assume more risks and liabilities than are set forth herein. By accepting this contract as written, Boat Owner warrants that he has done so to enable marina to make the contract charges stated above, rather than higher charges and fees. It is agreed that they are both fair and reasonable under the circumstances and there is no guarantee or warranty of any kind as to the condition of the piers, ramps, docks, roads, parking lots or grounds nor shall marina be responsible for injury to persons or property occurring thereon or for any reason whether specifically stated or not.
  - ii. Boat Owner warrants and represents that his boat is in a seaworthy condition and that he shall maintain his boat in such condition at all times during which his boat is at marina. Boat Owner shall have sole responsibility for keeping his boat afloat. In the event of any emergency during Boat Owner's absence, i.e. breakdown of bilge pump, leak, bad lines, etc. marina is authorized to make necessary repairs for which the Boat Owner shall be charged. Marina assumes no responsibility for a boat taking on water or sinking.
  - iii. Boat Owner agrees marina shall not be liable to Boat Owner or boat for any losses incurred by reason of fire, storm, wind, water, or ice or by reason of any criminal act, including, but not limited to, any intrusion, theft, vandalism, arson or other criminal acts of any kind or degree by land or water.
  - iv. Boat owner agrees to indemnify and hold marina harmless for any and all pollution damage and for any and all state, federal and/or local monetary penalties, claims or assessments arising out of such pollution which boat owner, his boat, or his guest(s) may cause to or at the marina.

Upon any violation of the terms and conditions of this contract or the rules and regulations of the marina, this contract shall, at marina's option, terminate immediately and marina may remove the boat from its slip, re-license the same, and retain any prepaid slip fee.