



1 Ferry St. Fall River, MA 02721 Office: 508-678-7547 Fax: 508-678-7564

bordenlightmarinaoffice@gmail.com www.bordenlight.com

HAUL DATE: _____

LAUNCH DATE: _____

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

Boat Owner Name & Address:		Boat		Insurance
		Name:		Policy #:
		Builder:		Start Date:
		Yr. Built		Exp. Date:
Cell #	First Mate	Doc/Reg:		Insurance Carrier:
Home #		Name:	Length: Draft:	Credit Card
Bus #	Cell #	Beam: Hull Color:	MasterCard or Visa #:	
Capt. Email:		Pwr/Sail:		Exp. Date:
1st Mate Email:		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, 2017 to May 1, 2018, 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 HEATED/SHED STORAGE: Overall Boat Length _____ x \$7/ft x Beam _____	\$ _____
BOAT BARN HEATED INDOOR STORAGE: (on trailers, call for pricing)	\$ _____
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, 2017, 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.
WE DO NOT HAVE A PUMP OUT STATION, PLEASE HAVE BOAT PUMPED BEFORE ARRIVING***

INSURANCE

For the contract period and for such other times Boat Owner's boat is at the Marina Boat Owner shall 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, which names Marina as additional insured and provides Boat Owner with 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. Boat Owner shall remove his/her boat from the land or water at the Marina upon lapse of said insurance coverage.

YARD STORAGE: Boats launched prior to May 15 may remain at a slip until Sunday of the weekend following launch. Boats launched after May 15th up to the week of Memorial Day must be removed within 1 day of launching. Any boat here during the holiday weekend will be charged a transient rate of \$3.50/ft per day plus electric. If by May 30th the boat has not been launched boat owner agrees while the boat remains at the Marina to abide by the terms of this contract and to pay for monthly storage which is currently \$8/ft per month from 5/1 to 11/1 (summer yard storage) and \$36/ft for 11/1 to 5/1(winter storage). If the boat is not ready for launching on May 1, or on requested launch week, whichever is later, and moving the boat is required to accommodate launching of a blocked-in boat, boat owner will be charged \$3/ft to move the boat. Boats left on land past June 1st will be moved to summer storage area and masts may or may not be un-stepped at owner's expense.

WET STORAGE: All wet storage boat owners must be ready to leave by May 1st unless you are signed up for a summer slip. After May 1st you will be charged the transient rate of \$2.50/ft per night plus electric. Boaters shall provide BLM certification from insurance carrier stating that coverage continues while the boat is in the water.

****I hereby authorize Borden Light Marina, Inc., until cancelled by me in writing, to charge my VISA/MASTERCARD ACCOUNT GIVEN ABOVE for all amounts payable to Borden Light Marina, Inc. including, but not limited to, my slip and winter storage fees, dock damage, electricity usage, gasoline purchases, and boat repairs.**

****I have read the terms & conditions on both sides of this contract or online & they are understood & accepted by me.**

Signed this _____ day of _____ 2017

Boat Owner

Borden Light Marina, Inc.

Office Only: QB's _____ Access _____ E-mail _____

BORDEN LIGHT MARINA WINTER STORAGE 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 he has **PERSONALLY OBSERVED** 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 ready. 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. For safety reasons, Shrink wrapping is to only be done by the marina staff.
6. **DEBTS:** 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 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.
7. **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.
8. **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.
9. **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 \$5/ft.
10. 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.
11. **USE OF OUTSIDE CONTRACTORS:** Owner acknowledges that the marina is engaged in an entirely private business & is free to exercise its own independent discretion as to the parties with whom it will deal or to whom it will gain access to its premises. Owner acknowledges that the marina has an interest in the safety of all boats stored or docked on its premises & therefore it has established specific policies with regard to access & insurance requirements. Accordingly, independent contractors or outside labor must check in at the marina office before working on a vessel. Upon checking in, all contractors will be required to demonstrate proof of insurance as outlined in BLM policies (available upon request). The marina reserves the right to require all subcontractors to bill through the marina or to pay the marina an hourly fee for use of marina facilities. The fee will be set by the marina manager on an individual basis after considering the size & nature of the work to be conducted by the subcontractor. A boat owner found to be in violation of these policies will be subject to immediate termination of this contract. The boat owner acknowledges that he has been advised of this policy, & consents to the enforcement of this policy. Owner further acknowledges that the marina does not purport to control owner's right to utilize the third party of his choosing to perform work on owner's boat, so long as that work is not performed at the marina. For liability reasons, outside contractor, owners & captains shall not use marina ladders, scaffolding or other similar equipment.
12. No outside broker signs may be placed on any boat in the yard or slip.
13. 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.
14. 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.