



1 Ferry St. Fall River, MA02721

Office: 508-678-7547 Fax: 508-678-7564 www.bordenlight.com

SLIP# _____

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 from May 1, 2017 to November 1, 2017, for which Boat Owner agrees to pay as follows:

\$118.95/ft.

Slip Contract Price: OA Boat Length _____ (min 24') x \$118.95/ft \$ _____

Lagoon Slip @ \$950.00 \$ _____

Summer Yard Storage: OA Boat Length _____ x \$8/ft x _____ months \$ _____

Summer Trailer Storage \$350 .00 \$ _____

Minimum Electric Charge \$30.00 For 2 cords or 50 amp \$75.00 \$ _____

Less: Nonrefundable Deposit: OA Boat Length _____ x \$25/ft \$ _____

Deposit cannot be used to set off any other debt of Boat Owner to Marina.

Less: Gas Credit and/or Bonus Credit for referrals \$ _____

Balance Due on or before MAY 1, 2017 or prior to arrival for slip, whichever first. \$ _____

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 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 & acceptable to me.**

Signed this _____ day of _____ 2016

Boat Owner

Borden Light Marina, Inc.

Referred by _____

EARLY BIRD DOUBLE BONUS CREDIT:

To receive credit: you must sign up on or before Nov. 15, 2016, and pay all balances on or before May 1, 2017.

\$200 CREDIT will apply to the following years summer slip for each new paid summer slip customer you refer to the marina. In order for you to receive this credit, your referred customer must write your name in the space provided at the end of their slip contract.

10 CENTS CREDIT for each gallon of gas purchased at Borden Light during 2016 will be applied toward your 2017 slip. To receive credit, please attach your gas card to this contract.

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.

BORDEN LIGHT MARINA SUMMER TERMS & CONDITIONS

1. No boat is to enter marina before May 1st, or remain after Nov. 1st, unless boat is stored at Borden Light Marina for winter. Any vessel left on land from winter storage past June 1st will be moved to summer yard storage location and masts will be un-stepped, all at owner's expense.
2. 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 the Marina as additional insured.**
3. **SLIP ASSIGNMENTS** are based upon year round status, timely payment, and seniority and space requirements of marina. Boat shall only be placed in assigned slip. There shall be no slip refunds. **In event owner fails to pay slip balance on or before May 1st boat owner forfeits all rights to the use of any slip at 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 boat owner to the marina.**
4. All boats shall pay for metered electrical usage. Prior to departure, boat owner shall pay balance due for electrical usage. **ONLY UL APPROVED MARINE ELECTRIC CORDS SHALL BE CONNECTED TO SHORE POWER.**
5. 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.
6. No minor child shall be onboard the boat overnight without adult supervision onboard the boat. Anyone under the age of 12 should wear a life jacket when on the docks.
7. 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.
8. 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.
9. 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.
10. **OVERALL BOAT LENGTH** is the maximum overall boat length and includes bow and or stern pulpits and swim platforms. Marina reserves right to measure OVERALL BOAT LENGTH at any time and to adjust slip or yard charge.
11. **RATES:** The marina labor rate is \$85 per hour. Workboat use with one crew member is \$100 per hour. Short Haul \$10/ft. Haul/launch w/blocks & stands \$14/ft. Power Wash \$5.00/ft.
12. **Boat owner agrees to notify marina whenever boat will be away from slip for overnight or longer.** Marina shall have right to place any boat in 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 boat owner. On weekends of the Poker Run & OPA Race boats located on AA or A dock shall be relocated around marina to accommodate fast boats participating in these events.
13. **DINGHY SHALL NOT BE TIED UP IN A VACANT SLIP OR PLACED UPON THE DOCKS.** Each 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.
14. **NO FUELING** of boats is permitted anywhere except at fuel dock as required by Fall River Fire Department and Marina.
15. **Outside contractors** are not allowed to perform any work that is currently offered here at BLM: shrinkwrap, painting, fiberglass, general mechanical work, etc.
16. **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.
17. **Any outside broker** who sells a boat in the yard or slip shall pay marina a 2% commission upon sale of boat.
18. 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.
19. 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.**
20. 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.
21. 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.
22. 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.
23. 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.
24. Upon any violation of terms and conditions of this contract or rules and regulations of marina, this contract shall, at marina's option, be terminated and marina may remove boat from its slip, re-license same, and retain any prepaid slip fee.