

2018 EARLY BIRD SUMMER SLIP CONTRACT



1 Ferry St. Fall River, MA 02721

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 #:	
<u>Capt. Email:</u>		Pwr/Sail:		Exp. Date:	
<u>1st Mate Email:</u>		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, 2018 to November 1, 2018, for which Boat Owner agrees to pay as follows:

- \$105.95/ft.** Pay full slip fee & all outstanding balances **on or before Nov. 15, 2017**
- \$110.95/ft.** Pay slip deposit **on or before Nov. 15, 2017** and balance no later than **May 1, 2018**
**Rate will increase \$10 to full price if not paid May 1, 2018.
- \$120.95/ft.** Full Price when signing up later than **Nov. 15, 2017**

Slip Contract Price: OA Boat Length _____ (min 24') x rate chosen \$ _____ /ft. \$ _____
Summer Yard Storage: OA Boat Length _____ x \$8/ft. x _____ months \$ _____
Summer Trailer Storage \$350 .00 \$ _____
Minimum Electric Charge \$40.00 For 2 cords or 50 amp \$85.00 \$ _____
 Less: **Nonrefundable Deposit:** OA Boat Length _____ x \$30/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, 2018, or prior to arrival for slip, whichever is first. \$ _____

EARLY BIRD DOUBLE BONUS CREDIT

To receive credit: you must sign up on or before Nov.15, 2017, and pay all balances on or before May 1, 2018.

\$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 2017 will be applied toward your 2018 slip. To receive credit, please attach your gas card to this contract.

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.

****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.

Referred by _____

BORDEN LIGHT MARINA SUMMER TERMS & CONDITIONS:

1. No boat is to enter marina before May 1, or remain after Nov. 1, unless boat is stored at Borden Light Marina for winter storage.
2. 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. 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, 2018, 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.**
3. 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 and OPA Race boats located on AA or A dock shall be relocated around the marina to accommodate the fast boats participating in these events.
4. **DINGHY: SHALL NOT BE TIED UP IN A VACANT SLIP OR PLACED UPON THE DOCKS:** Boat Owner may keep a dinghy **up to 12 feet** in length at the marina either on his boat or at an assigned location. Boat Owner shall pay \$750 to store at an assigned location any larger dinghy not capable of being stored on his boat.
5. **CHILDREN:** No minor child shall be onboard the boat overnight without adult supervision onboard the boat. All children under 12 years of age are encouraged to wear life jackets while walking on the docks. **NO CHILDREN UNDER THE AGE OF 18 IN THE HOT TUB.**
6. **METERED ELECTRICAL USAGE:** The minimum seasonal charge for electricity shall be \$40. Fee for a second power cord and/or 50 Amp service is \$80. Prior to departure, boat owner shall pay balance due for electrical usage. **ONLY UL APPROVED MARINE ELECTRIC CORDS SHALL BE CONNECTED TO SHORE POWER.**
7. **DEBTS TO MARINA:** 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.
8. **NO FUELING** of boats is permitted anywhere except the fuel dock as required by State Fire Marshall and Fall River Fire Department.
9. **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.
10. **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 \$5.00/ft.
11. 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.
12. **OUTSIDE CONTRACTORS:** are not allowed to perform any work that is currently offered here at BLM: shrink-wrap, painting, fiberglass, general mechanical work, etc. 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. There will be a \$15/hour usage facility fee charged to all outside contractors while working on a boat here at the marina.
13. No outside broker signs may be placed on any boat in the yard or slip.
14. 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.
15. 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.
16. 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.