



2019--2020 WINTER STORAGE CONTRACT



1 Ferry St. Fall River, MA 02721

Office: 508-678-7547 Fax: 508-678-7564 office@bordenlightmarina.com HAUL DATE: _____ LAUNCH DATE: _____

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, including haul, block, pressure wash & launch, from Nov. 1, 2019 to May 1, 2020, for which Boat Owner agrees to pay as follows:

- **YARD WINTER STORAGE: Overall Boat Length _____ x \$41** \$ _____
 - **DINGHY STORAGE INSIDE: \$450** \$ _____
 - **INSIDE HEATED STORAGE: \$11/SQ FOOT. OAL X \$11 X BEAM** \$ _____
 - **INSIDE HEATED STORAGE ON TRAILERS CALL FOR PRICING** \$ _____
 - **MINIMUM NON-REFUNDABLE DEPOSIT \$300** \$ _____
- (Deposit cannot be used to set off any other debt of Boat Owner to Marina)
- BALANCE DUE NOVEMBER 1, 2019 OR PRIOR TO ARRIVAL FOR HAUL OUT:** \$ _____

REMOVAL & INSTALLATION OF DRAIN PLUG IS 100% THE RESPONSIBILITY OF THE VESSEL OWNER.

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

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 & accepted by me.**

Signed this _____ day of _____ 2019 Referred by: _____

Boat Owner

Borden Light Marina, Inc.

YARD STORAGE: Boats launched prior to May 1 may remain in a slip until May 1st. Boats launched after May 1st have until the Sunday of that week to remain in a slip at no charge. After the Sunday if vessel is still here and in a slip the marina has the option to charge a transient rate of \$3/ft plus \$10. a day for 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 \$12/ft per month from 5/1 to 11/1 (summer yard storage) and \$41/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.

****Boat owners should not plan to be present for haul/launch, this will be done at the yard's convenience according to the weather, number of boats to be hauled/launched, and any other work commitments. Boats will not be hauled/launched on holidays, Saturday or Sundays. The yard will, however, attempt to stay as close as possible the desired dates.**

MUST PROVIDE INSURANCE CERTIFICATE OR DECLARATION PAGE:

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.

BORDEN LIGHT MARINA WINTER STORAGE TERMS & CONDITIONS:

1. **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. No electric heaters of any kind can be used.
2. **LOCKS:** The only lock permitted on a **LADDER** is a combo lock; the office must have the code.
3. **PUMPOUT:** Boat must be pumped out prior to arriving for Winter Storage, we do not have a station here at BLM.
4. **SHRINKWRAP:** Is not warranted for wind recorded over 50mph. BLM personnel not responsible for zippers or snaps on canvas.
5. **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.
6. **TRASH AND GARBAGE** must be placed in sealed plastic bags and disposed of in the trash bins located along the sidewalks or taken with the Boater when they leave. Do not leave garbage anywhere on the ground. Glass, aluminum, and plastic should be placed in the provided recycling containers
7. **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.
8. **ABANDONED:** Boat owner agrees that a vessel stored at BLM in excess of one year without the signing of a new storage contract and payment of the storage fee shall be considered as property abandoned by the Owner, and upon 30 days elapsing from sending a written notice by BLM to the Owner (to address on last contract). BLM will then seek disposal of the vessel to satisfy the mechanic's lien granted and acknowledged by signature of this contract.
9. **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.
10. **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.
11. **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.
12. **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. Remove & reinstall outriggers is \$200. Mast storage fee \$2/ft
13. 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.
14. **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. Any admittance to the inside storage areas will need to be arranged by the office and the usage facility fee will be \$20/hour.
15. **No outside broker signs may be placed on any boat in the yard or slip.**
16. 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.
17. 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.

Year-Round customers:

Are given priority in slip assignments for the following season!

Extended season: out late, in early!

Receive .15 cents off fuel per gallon at time of purchase!

Winter Storage Referral Bonus: \$100. Credit on your account!