

2017-2018 WINTER STORAGE AGREEMENT

Between: BENJAMIN CHAMBERLAIN REALTY, LLC or its successors and assigns (referred to herein as "Bridge Marina" or "the Marina"), 179-180 Bridge Road, Salisbury, MA 01952, (978) 465-1153, (please mail all correspondence to PO Box 1480, Newburyport, MA 01950) **and**

Renter's Name: _____ (referred to herein as "Renter" or "Owner")

Address: _____ City: _____ State/ZIP: _____

Email address: _____ Home #: _____ Cell#: _____

For a period from: **OCTOBER 16, 2017** to **MAY 14, 2018** (rental period). This is an agreement to rent space (no bailment is created), on which is to be placed, entirely at the owner's risk, the following (and only the following) vessel:

Name of Boat: _____ Make & Model: _____ Type: Sail Power

Registration No: _____ LOA*: _____ FEET Draft: _____ FEET Keel Type (if sail): _____

**All boats will be measured for overall length, including, but not limited to, pulpits, motors, outboard extended, bow sprits, swim platforms, etc.*

Stored at 179 Bridge Rd (Main Yard) at _____ ft. x **\$55.00** per foot = \$ _____

Stored at 180 Bridge Rd (Store Yard) at _____ ft. x **\$45.00** per foot = \$ _____

Power wash? _____ ft. @ **\$3.50** per foot = \$ _____

Total Due (Date Paid/Check number: ____/____/____ # _____) = \$ _____

Owner agrees that the stored vessel will be prepared and ready for launch by the expiration of the rental period. Actual launch date will be determined by Management, and is subject to weather and tide availability.

Property not removed by the expiration of the rental period will be charged for use and occupation on a daily basis at the rate of \$25.00 per day, and shall be subject to the Abandonment Clause of this Agreement.

NOTE: Any work, including but not limited to, winterization and shrinkwrapping must be performed by a fully-insured contractor who is required to provide the Marina with a certificate of insurance PRIOR to commencing any work in the yard.

1. This agreement is for rental of winter storage space for a leisure craft only. Such space is to be used at the sole risk of the owner. The Marina shall not be liable for the care or protection of the boat including her gear, equipment and contents including the stands and staging upon which the boat is staged, for any loss or damage of whatever kind or matter to the boat, her contents, gear or equipment. In the event of a severe storm the Owner agrees to follow instructions from the Marina. If the owner is unable, cannot be contacted, or refuses to do so, these tasks may be performed by the Marina and the Owner agrees to pay any related fees.

In case of emergency:

2. **NO WORK IS TO BE PERFORMED ON THE VESSEL BY ANY OUTSIDE CONTRACTOR, WHETHER AN INDIVIDUAL, LLC, OR CORPORATION, UNLESS FULLY INSURED** (proof of insurance is to be delivered to Management prior to commencement of any work). **No power washing or spray painting is allowed on any boat at any time anywhere in the boatyard** except by Marina personnel.
3. Oil, spirits, inflammables and oily bilges may not be discharged into marina waters or on marina land. Absolutely no fueling of any kind is allowed.
4. Noises shall be kept to a minimum at all times. Leash and pick up after all pets.
5. No insurance is carried by the Marina on Owner's boats or other property. Hauling and storage thereof is accepted at the sole risk of the Owner, and the Owner hereby releases the Marina from any and all claims for loss or damage however caused. The Owner agrees and warrants that the boat will not be left for storage in a condition to be a fire hazard and further agrees to carry adequate and appropriate insurance coverage during the period of this Agreement. **Owner agrees to provide the Marina a copy of their current boat insurance policy or certificate showing both Hull & Liability coverage*.**
6. The Owner or anyone in privity with the Owner agrees to indemnify and hold harmless Bridge Marina for any personal injury or death suffered or any consequential damages resulting from any such personal injury for any guest, family member, mechanic or other agent of the Owner. The Owner agrees to pay any and all costs associated with such claims, including, but not limited to, any damage, judgment, interest, or attorney fees. The Owner agrees to promptly notify the Marina of any injury or other occurrence which could result in a claim against Bridge Marina. The Owner agrees and covenants that he/she will defend, indemnify and save the Marina harmless from any and all such claims.
7. Any amount due hereunder and not paid in full within 30 days of demand shall carry interest at a rate of 1½% per month (18% per annum).
8. In the event that any amount due hereunder shall remain unpaid for a period of thirty (30) days, Bridge Marina shall be entitled to pursue all remedies available to it including enforcement of the lien granted by M.G.L. Chapter 255, Sections 14 and 14A. If the Marina shall employ an attorney to collect any balance due hereunder, including any actions upon liens against the Vessel, reasonable attorneys' fees shall be paid by the Owner as part of the damages of the Marina in addition to any other balances due for principle and service charges.
9. The Owner shall not remove the boat from the Marina until all sums due the Marina are paid in full.
10. Owner represents and warrants that owner is the lawful owner of the boat and that the boat does not contain any environmentally hazardous materials or safety issues.
11. The provisions of this Agreement shall be binding upon Bridge Marina, the Owner and their successors, heirs or assigns.
12. This agreement is a Massachusetts contract and shall be governed and enforced under the laws of the Commonwealth of Massachusetts.
13. This Agreement shall be executed in two or more counterparts, each of which shall constitute an original without the necessity to account for the others.
14. The breach of any term or condition hereunder or any rule or regulation of Bridge Marina shall constitute a default and entitle the Marina to demand the immediate removal of the boat. If the Owner does not cause the boat to be removed within five (5) business days of demand, Bridge Marina shall be entitled to remove the boat to another location at the Owner's expense. Bridge Marina shall be entitled to retain any and all payments received in advance from the Owner in full and shall be entitled to any other remedies available to the Marina as liquidated damages. The Owner shall be liable for all reasonable attorneys' fees incurred by the Marina as part of Marina's damages.
15. The Marina reserves the right to move any and all boats to any other area within the Marina without notice.
16. **Abandonment Clause.** The Marina is to have no responsibility to provide space for, maintain, or obligation of any kind toward this Vessel on any date after the rental period has expired. It is entirely the Owner's obligation to see that this vessel is removed from the Marina premises on or before the expiration of the Rental period. In such case as the vessel is still on Marina property after the expiration of the Rental period, the owner will be contacted by mail at his address as given on this contract and **charged for use and occupation on a daily basis at the rate of \$25.00 per day.** The Owner will have fifteen (15) days from the date of mailing to remove the vessel and it is agreed that the vessel may thereafter be disposed of in any further way that the Marina sees fit. The cost of such disposal will be billed to the Owner and must immediately be paid. All values in salvage or sale of the vessel or any of its parts shall become the property of the Marina. The Owner further waives any requirement of statute law, or rule of court, that prior notice be given as condition of arrest of the Vessel pursuant to any in rem action which the Marina brings and stipulates and agrees that the Marina shall be entitled to be appointed custodian of the Vessel and to keep the Vessel for such purposes at its own facilities in the Commonwealth of Massachusetts, subject to the usual and customary expenses for similar services pending a final determination of such litigation. Owner is responsible for all reasonable attorneys' fees incurred by Marina due to Abandonment.
17. The Marina shall have no obligation, financially or otherwise, to reimburse fees to the Owner if Owner removes vessel or otherwise wishes to discontinue membership after the date of this contract's commencement, for reasons including, but not limited to, sale of Owner's vessel, financial hardship, personal issues, etc.

I have read the above Winter Storage Agreement and I understand and agree to terms and conditions set forth on the page(s) I have received.

Accepted:

Name

Date

**Please submit a copy of your boat's insurance binder with your signed contract for our files. An updated copy is required at each renewal period.*