

ROCKLAND LANDINGS MARINA

MARINA CONTRACT 2019

To be admitted into the Rockland Landings Marina and to continue as an owner within the marina, owner's boat must be registered, identified, marked equipped and maintained as required by law and safe boating practices. Only boats in seaworthy condition and under their own power will be admitted to the marina.

This agreement is for the use of pier space only and such space is to be used at the sole risk of the owner. Rockland Landings Marina shall not be held liable for the care or protection of the boat (including gear, equipment and contents) or for any loss or damage of whatever kind or nature to the boat, contents, gear, or equipment.

In the event of storms or hurricanes the owner will remove or cause to be removed the vessel from Marina property immediately upon issuance of weather warning from local broadcasting stations or by evacuation notice from Marina. It shall be the sole responsibility of owner to be aware of any weather warnings, and to insure necessary care of said vessel. Marina is not responsible for contacting owners upon issuance of storm warning or any other adverse weather conditions.

Owner indemnifies and holds marina harmless against any loss, cost, suit or claim arising out of use of pier space or any handling of the boat in connection herewith.

- **SUMMER DOCKAGE:** A 1/3rd deposit is required by UPON RECEIPT. If deposit is not received by this date we cannot guarantee a slip as we have a waiting list. Balance must be paid in full by MAY 15th. A late fee of 18% per annum may be applied. Payments must be made in cash or check. Please add 2.5% if using credit card. Dinghy & mooring customers must pay in full UPON RECEIPT. Dinghy dock will be limited to 50 boats.
- **NON-CONFORMANCE:** Owner hereby agrees that non-conformance to any of the provisions of this contract or the incorporated "Rules and Regulations" constitutes a breach of this contract with Marina for the dockage of the subject vessel. Owner hereby covenants and agrees that upon written notification signed by an authorized representative of Marina this agreement shall be terminated and owner will remove subject vessels as soon as practicable, but in no event more than ten (10) calendar days from the date of receipt of said notice. There after, Marina may dispose of subject vessel as it sees fit. The owner further agrees and covenants that he will be responsible for all costs and expenses which are reasonably incurred by Marina in enforcing its rights under this agreement in the event of non-conformance breach, failure to comply with a notice to remove the vessel or collection of outstanding account such additional costs and expenses of collection shall include, but not be limited to, court costs, attachment fees of vessel, civil process fees and reasonable attorney's fees. Land shall become an indebtedness under this contract; and shall be collectible as part of this agreement.
- **ASSUMPTION OF RISK:** Owner agrees that the above named vessel and all other property of the owner or guests which may be brought onto Marina premises is during the term of this contract and any extensions thereof, whether such extensions are voluntary or involuntary, at the sole risk of boat owner and guests. Marina, its agents, or employees will not be liable for any loss or damage and any non-gross negligent acts or omissions notwithstanding any asserted or actual breach of this license by Marina. Owner further agrees and, on behalf of himself and his guests during the term of this license or any extensions thereof, whether such extensions are voluntary or involuntary to RELEASE Marina its agents, and employees from any liability for any loss or damage to the person of the boat owner or guests, including any non-gross negligent acts or omissions of the Marina and its agents or employees, notwithstanding any asserted or actual breach of this license by Marina, Owner agrees on behalf of himself and his guests to assume the sole risk of any such loss or damage and it indemnify and hold harmless Marina for any such loss or damage or any claim, thereof including loss or claims arising out of Owner's and/or their guests pets.
- **INSURANCE:** Owner acknowledges that he/she is aware of the requirement to insure the vessel as set forth in the "Terms and Conditions" and that a certificate of insurance, listing Marina as "Additionally Insured" must accompany this application and be received by Marina before vessel is accepted for dockage. Owner hereby certifies and warrants to Marina that the vessel is insured to at least the required limits set forth in said "Terms and Conditions".
- **INCORPORATIONS:** The contract "Terms and Conditions", the Marina "Rules and Regulations", "Boat Owner Information" and "Mooring, Dinghy & Parking Registration" forms are hereby incorporated by reference as fully set forth as a part of this contract. By signing hereunder, Vessel owner acknowledges that he has read, understands and agrees to abide by "Terms and Conditions" and "Rules and Regulations" of the Marina.

Terms and Conditions

The Owner represents and agrees that he is aware of the various types of risks involved and associated with the dockage, handling and other work performed on his boat on Marina premises. Therefore, it is understood and agreed by the parties hereto that all boats handled or docked at marina are subject to the following terms and conditions:

- 1) The Owner hereby reaffirms the owner's assumption of the risk clause and general release clause, as set forth on the first page of this agreement, as though fully restated herein.
- 2) The parties agree that the period of this contract shall be automatically extended under the same "Terms and Conditions" to cover any period of time commencing when the vessel is made available on the premises, until the vessel is permanently removed from the premises. Additional dockage charge shall also be automatically extended to cover any period of time that the vessel remains on the Marina premises after end of season closing date. Owner agrees to pay the Marina the prevailing transient dockage rate in effect or any boat remaining for a period of more than 1 week, (7 Days) unless the owner has made previous arrangements with marina management.
- 3) Owner agrees to pay dockage charges as set forth in this contract in advance in the amount of 1/3 of dockage UPON RECEIPT. Fee and balance by MAY 15th, 2019. Owner agrees that the vessel may not be removed from the marina until all accrued storage, dockage, repair and all other charges are paid in full. Owner agrees that all such charges shall be in a nature of necessity to the vessel and shall create a lien against the vessel both under federal maritime law and under Maine general laws. **Balance in full is due prior to arrival to Marina.**

- 4) In the event that the Owner's vessel is sold during the terms of the contract: Owner who signed this contract agrees to be responsible for all the charges authorized or required under this contract. Owner further agrees that payments made will not be transferable or prorated under the terms of this contract. Any subsequent Owner needs prior written approval from Marina in order to keep vessel on premises, and a new contract for dockage must be executed. All fees required of Owner or his representative in connection with summer dockage will be paid in full. Owner agrees that he will promptly pay any balance due and is not released from any fees by selling the boat. Owner agrees to supply marina with the name, address and phone number of the new Owner. There shall be no removal of the boat without full payment of all charges. There will be no refunds or pro-rata..
- 5) Owner will be held responsible for damage that he causes to other boats in the Marina or for damage that he causes to Marina structures including but not limited to piers, walkways, ramps, floats or pilings.
- 6) Owner hereby warrants to Marina that the vessel which is the subject of this contract complies with all applicable State and Federal laws including but not limited to those relating to safety and registration. Owner agrees to indemnify and hold harmless Marina from all claims, violation or penalties of assessed as a result of the condition of said vessel, which violates any applicable State or Federal Law or regulation.
- 7) The person signing this contact agrees to be personally responsible for fulfilling the terms set forth within this contact and the Rules and Regulations which are incorporated herein. This personal responsibility representation shall apply to the signers, the Owner, or his representative whether the boat is owned by an individual, partnership or corporation.
- 8) Owner hereby authorizes Marina to take any and all action necessary or desirable to ensure, to the maximum extent possible, the safety of Owner's vessel and all other vessels and property on Marina premises. This provision shall not be construed as a requirement of any type or nature for specific actions of any kind on the part of the Marina. Landings Marina hereby does not assume any liability for taking or failing to take any specific action relating to the safety of Owner's vessel. All charges relating to any actions taken by Marina to safeguard and protect Owner's vessel and provide for its safety shall be borne by Owner. Any material or out of pocket expenses will be billed at cost + 20%, and labor at the rate of \$70.00/hr. plus applicable sales taxes.
- 9) Fueling of boats is to take place at the gas dock only. Fueling of boats at the slip is forbidden. There will be NO SMOKING anywhere near the fuel dock. No un-attended boats shall be at the fuel dock. See warning re: E10 & ulsd
- 10) No dinghy, inflatable craft or other materials are to be stored on the docks, unless Owner received prior written approval by Marina. There will NOT be a surcharge for slip holders to store their dinghys at the dinghy dock but must have a decal for the current year. Dinghy shall not exceed 9'6". Charges apply for greater lengths.
- 11) Boat owners shall not store supplies, materials, accessories or debris upon any walkway and shall not construct there any lockers, chests, cabinets, steps, ramps or structures without permission of the Marina.
- 12) No subleasing of slips or mooring, or transfer of boats between slips or moorings will be allowed except upon prior written permission of the Marina. No refunds will be given.
- 13) Trailers shall not be stored at the Marina without express permission of the Marina management under a separate written storage agreement, Subject to applicable storage and parking fees.
- 14) Boats not marked or Identified as required by law will not be permitted within the Marina
- 15) An adult must accompany all children, and children under 12 must wear a life jacket while on the docks.
- 16) Disorder, depredation or indecorous conduct by a Owner or his visitors that might injure a person, cause damage to property, or harm the reputation of the Marina shall be cause for immediate removal of persons and/or boats without refund.
- 17) There shall be no cooking, steaming or barbecuing on the docks. This must be done on your vessel or on the upper deck.
- 18) Sail Boats shall secure their halyards so as not to disturb the peace and harmony of your neighbors.
- 19) The Marina reserves the right to rent slip or mooring to transients when not occupied by the Owner. The Owner agrees to notify dock master when he expects to leave and return from a trip of 4 hours duration or longer so that the slip or mooring can be used for this purpose and to avoid any inconvenience to the Owner upon his return.
- 20) Users of Marina premises shall not in any way, shape or form, dispose of any hazardous materials including but not limited to oil, oily rags, oil or gas filters, gasoline or any flammable material on our property or in our dumpsters.
- 21) Users of Marina premises shall SCOOP YOUR POOP pet waste and shall dispose of it properly. PETS MUST BE LEASHED.
- 22) Owner certifies to Marina that proper general liability, hull, salvage and fuel and oil spill liability coverage adequate to fully protect the interests of the Owner and that of the Marina. Marina reserves the right to specify minimum limits. Please remit Certificate of Insurance to P.O. Box 1086, Rockland, ME 04841 prior to arrival.
- 23) *Payments under the fee schedule constitutes full acceptance of the above Terms and Conditions of this document.*
- 24) Vessels occupying more than one electrical fixture may only do so with the express permission of the Marina owner and may be asked to disconnect from time to time based on occupancy. Marina reserves the right to disconnect to accommodate other vessels at any time without notice and shall not be responsible for damages thereof.
- 25) FUEL; It has been determined that the state mandated E10 ethanol gasoline and ultra low sulfur diesel fuel is detrimental to all engines, of all types. Boat owner/operator shall hold harmless Marina for any and all fuel related problems and agrees to take precautionary measures to prevent fuel related problems as recommended by their mechanics, engine manufacturers and lubrication specialists as to what additive will prevent fuel related problems.

I have read the above contract and agree to abide by said "Rules and Regulations" and "Terms and Conditions.

Signature of Boat Owner _____ Date _____

