

# ROCKLAND LANDINGS MARINA

## MARINA CONTRACT 2023

To be admitted into the Rockland Landings Marina and to continue as an owner within the marina, the 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 dock and pier space only and such space is to be used at the sole risk of the owner. Rockland Landings Marina LLC, shall not be held liable for the care or protection of the owners 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 potentially damaging storms or hurricanes the owner agrees to remove their vessel from the Marina property immediately upon the issuance of an evacuation request from the Marina. It shall be the sole responsibility of the owner to be aware of any weather warnings, and to insure the necessary care and safety of their vessel. The Marina is not responsible for contacting owners upon issuance of storm warnings or any other adverse weather conditions.

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

- **Seasonal Dockage:** Invoices for seasonal slips will be sent to marina customers in March of each year. Payment of a deposit equal to 50% of the invoice is due and payable within 15 days of the invoice date to guarantee slip availability. Balances must be paid in full on or before April 15th. A late fee of 18% per annum may be applied. Payments must be made in cash or check. Credit card payments will incur an additional processing fee of 3%. Seasonal dockage includes one vehicle parking permit, and access to all marina facilities.
- **Seasonal Moorings and Dinghy Dockage:** Mooring and Dinghy customers will also receive invoices in March of each year. These invoices are due and payable in full upon receipt to guarantee availability of a mooring or a space on our dinghy dock. Moorings include a space for a customer dinghy on the dinghy dock, one vehicle parking permit, and access to all marina facilities. Dinghy dock permits include a space on the dinghy dock, one vehicle parking permit, and access to all marina facilities.
- **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 the Marina for the dockage of their vessel. Owner hereby covenants and agrees that upon written notification signed by an authorized representative of the Marina this agreement shall terminate, and the owner's vessel shall be removed from the marina as soon as practicable, but in no event more than ten (10) calendar days from the date of receipt of said notice. Should the owner not remove the vessel within the 10 day time frame the marina shall have the right to remove the vessel at the expense of the owner. The owner further agrees and covenants that the owner is responsible for all costs and expenses which are reasonably incurred by the Marina in enforcing its rights under this agreement.
- **ASSUMPTION OF RISK:** Owner agrees that the vessel and all other property of the owner or guests which may be brought onto the 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 the boat owner and guests. The Marina, its agents, or employees will not be liable for any loss or damage. Owner further agrees and, on behalf of himself and his guests to release the Marina, its agents, and employees from any liability for any loss or damage, including personal injury to the owner or their guests. Owner agrees on behalf of himself and his guests to assume the sole risk of any loss, damage, or injury, and to indemnify and hold harmless the Marina for any such loss or damage.
- **INSURANCE:** Owner acknowledges that they are aware of the requirement to insure the vessel as set forth in the "Terms and Conditions" and that a certificate of insurance, listing the Marina as "Additionally Insured" must accompany this application and be received by the Marina before the owner's vessel is accepted for dockage. Owner hereby certifies and warrants to the Marina that their 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, The vessel owner acknowledges that they have read, understand, and agree to abide by "Terms and Conditions" and "Rules and Regulations" of the Marina.

### Terms and Conditions

The Owner represents and agrees that they are aware of the various types of risks involved and associated with the dockage, handling and other work performed on their boat on Marina premises. Therefore, it is understood and agreed by the parties of this agreement, that all boats handled or docked at the 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 the end of season closing date. The owner agrees to pay the Marina the prevailing transient dockage rate in effect for any boat remaining beyond the Marina closing date, unless previous arrangements have been made with the Marina management.
- 3) The owner agrees to pay 50% of the slip fee upon receipt of their invoice, with the full balance due and payable no later than April 15<sup>th</sup> of each calendar year. The 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.
- 4) In the event that the Owner's vessel is sold during the terms of the contract, The owner who signed this contract agrees to remain responsible for all the charges authorized or required under this contract. The owner further agrees that payments made are not transferable, and will not be prorated under the terms of this contract. Subsequent Owners shall receive prior written approval from Marina authorizing them to keep their vessel on premises, and a new contract for dockage must be executed. All fees required of the owner or his representative in connection with summer dockage will be paid in full. The owner agrees that he will promptly pay any balance due and is not released from any fees by selling the boat. The owner agrees to supply the marina with the name, address and phone number of the new the Owner.
- 5) The owner will be held responsible for damage that he or she causes to other boats in the Marina or for any damage to Marina structures, resulting from the operation of their vessel, including but not limited to piers, walkways, ramps, floats or pilings, and personnel.

- 6) The Owner hereby warrants to the 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. The Owner agrees to indemnify and hold harmless the Marina from all claims, violations, penalties, or assessments resulting from the condition of their vessel, which violates any applicable State or Federal Law or regulation, including but not limited to the discharge of fuel from their vessel.
- 7) The person signing this contract agrees to be personally responsible for fulfilling the terms set forth within this contract 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) The Owner hereby authorizes the Marina to take any action necessary 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 on the part of the Marina. The Marina does not assume any liability for taking or failing to take any specific action relating to the safety of the Owner's vessel. All charges relating to any actions taken by Marina to safeguard and protect Owner's vessel, and to provide for its safety shall be borne by the Owner. Any material or expenses necessary will be billed to the Owner. Should the Owners vessel sink while in the Marina the Owner authorizes the Marina to take any actions that the Marina deems as necessary to address the situation. Charges associated with such an event shall remain the responsibility of the Owner and will be billed by the Marina to the Owner.
- 9) Fueling of boats is to take place at the fuel dock only. Fueling of boats at their slip is not allowed. Smoking is prohibited on any of the Marina docks. Boats left unattended on any of the marina's fuel docks without prior authorization will be removed and a fee of \$ 100.00 will be assessed.
- 10) No dinghy, inflatable craft or other materials are to be stored on the docks unless the Owner receives prior written approval by the Marina. Seasonal slip holders may store their dinghys on the dinghy dock but the dinghy must have a sticker issued by the Marina clearly displayed. The maximum dinghy length shall not exceed 10' unless approved by the Marina.
- 11) Boat owners shall not store supplies, materials, accessories, or debris upon any walkway and shall not construct on the Marina docks, any lockers, chests, cabinets, steps, ramps or structures without permission of the Marina.
- 12) Subleasing of seasonal slips or moorings, or the transfer of boats between slips or moorings is not allowed.
- 13) Trailers shall not be stored at the Marina without express permission of the Marina management under a separate written storage agreement.
- 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 an 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. Should a sailboats halyards be left unsecured it is agreed and understood that the Marina may at their discretion board the owners boat to properly secure the halyards to eliminate unnecessary noise.
- 19) The Marina reserves the right to rent the Owners slip or mooring to transients boaters when not occupied by the Owner. The Owner agrees to notify the dock master when they expect to be gone overnight with their expected return date, so that the slip or mooring can be rented by the Marina, and to insure that the slip is available to the Owner upon their 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 the Marina are required to monitor their pets and to remove and dispose of any pet waste. It is the owners responsibility to insure that their pets are leashed or otherwise under their control at all times while at the Marina.
- 22) The Owner certifies to the Marina that they have 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. The Marina reserves the right to specify minimum limits. Please send a copy of your Certificate of Insurance to the Marina's mailing address prior to the arrival of your vessel.
- 23) Payments tendered under the fee schedule constitutes the 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. The Marina reserves the right to disconnect power to accommodate other vessels at any time without notice and shall not be responsible for damages thereof.
- 25) The Owner agrees to hold harmless the Marina from any fuel related issues arising from the use of Marina fuels or the misfueling of their vessel. It is agreed that it is the Owners responsibility to monitor and to be present during the fueling of their vessel. Fueling of any vessel to be done by the owner of the vessel. Fuel spills resulting from the owners fueling of their vessel are the sole responsibility of the owner.

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

Signature of Boat Owner \_\_\_\_\_ Date \_\_\_\_\_