



Scituate Boat Works
 119 Edward Foster Road
 Scituate, Ma 02066
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BOAT STORAGE/DOCKAGE LICENSE

Agreement made this _____ day of _____, 20__ by and between Marine Professionals Northeast, Inc. d.b.a Scituate Boat Works (SBW), a Massachusetts corporation with a principal place of business located at: 119 Edward Foster Road, Scituate, Ma 02066 and _____ (Owner/Agent)

Owner/Agent represents and warrants that he/she is aware of the various types of risks associated with the storage; handling and other work performed on his/her boat on boat yard premises.

Section I: OWNER/AGENT / BOAT INFORMATION

Owner/Agent Address: _____
 Telephone #s Home: _____ Cell: _____ Work: _____
 E-mail address: _____
 Alternate contact: _____ Phone number/type: _____
 Signature of owner authorizing agent to act on his/her behalf: _____
 Credit Card Visa MasterCard American Express Exp. Date _____ CV/Security # _____
 Credit Card# _____
 Credit Card Billing Address _____

Customer Acceptance:
 By signing below, I hereby authorize SBW to use the credit card information provided to satisfy any and all charges incurred by me over 30 days old. Authorized Signature _____ Date: _____

Boat Name: _____ Make/Model: _____
 Registration or Documentation number: _____
 Insurance Certificate#/Carrier: _____
 (L.O.A.): _____ Beam: _____ Draft: _____ Mast(s) Height(s): _____ Keel Type: _____
 Vessel Type: Power _____ Sail _____ Commercial _____

Section II: STORAGE / DOCKAGE TERM OF LICENSE

Winter Dry Storage Package (Oct 15 to May 15) TOTAL PAYMENT DUE IN ADVANCE
 Package includes: autumn haul-out, pressure bottom-wash, and a spring launch. Any boat brought into the Marina more than 48 hours before scheduled haul-out or remaining in the Marina more than 48 hours after the launch will be assessed a temporary dockage fee at the prevailing rate.

OUTSIDE (SAIL): _____ Ft. @ \$ 60.00 per linear foot = \$ _____
 OUTSIDE (POWER): _____ Ft. @ \$ 55.00 per linear foot = \$ _____

Summer Dry Storage (May 15 to Oct 15) TOTAL PAYMENT DUE IN ADVANCE
 OUTSIDE (POWER/SAIL): _____ Ft. @ \$ 35.00 per linear foot = \$ _____

By Signing below you agree to the Terms and Conditions outlined in Section III & IV on the reverse side. Please read prior to signing.

Owner/Agent: _____ **Date:** _____

Section III: TERMS AND CONDITIONS

- A. Payment for Labor, Materials, or Services, Storage and Dockage is due **according to the terms of the invoice**. Any balance not paid within the terms shall be assessed a late fee of 1.5% per month (18% annually).
- B. SBW reserves the right NOT to launch any boat with an outstanding balance or open invoice**
- C. This agreement is not assignable by the Owner/Agent without the prior written consent of SBW.
- D. Owner/Agent hereby agrees to reimburse SBW all expenses and costs, to include reasonable attorney's fees, incurred by SBW in the collection of any and all amounts due to SBW.
- E. Severe weather may require Owner/Agent's boat to be moved or relocated. Should SBW determine it is necessary to move or relocate Owner/Agent's boat, Owner/Agent hereby authorizes SBW to do so. Owner/Agent further authorizes SBW to take any and all actions necessary, to the maximum extent possible, to ensure the safety of the Owner/Agent's boat and agrees to pay SBW any applicable fees and/or charges. This provision **is not** to be construed as **requiring** SBW to take any action. SBW **does not** assume any liability for taking **or** failing to take any action.
- F. Owner/Agent acknowledges that SBW shall not be responsible for any damage to Owner/Agent's boat, under any circumstances, to include, but not limited to, vandalism, theft, fire, flood, explosion, hurricane, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of property or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, transportation difficulties, labor shortage. Owner/Agent agrees to carry appropriate insurance to cover all hazards. **Owner/Agent shall provide SBW a Certificate of Insurance for naming Marine Professionals Northeast, Inc d.b.a Scituate Boat Works as additionally insured.**
- H. Owner/Agent shall not do or permit any act or thing to be done upon the Vessel that may subject SBW to any liability or responsibility for injury, damages to persons or property or to any liability by reason of any violation of law or of any legal requirement of public authority. The undersigned agrees to indemnify and save SBW and their respective officers, directors, employees, contractors, agents, servants, invitees, visitors and representatives, harmless from and against (a) all claims of whatever nature arising from any act, omission or negligence of the undersigned Owner/Agent, its contractors, agents, employees, invitees, visitors and representatives, including any claims arising from any act, omission or negligence of SBW, (b) all claims arising from any accident, injury or damage whatsoever caused to any person or to the property of any person and occurring during the Owner's/Agent's use of the Vessel on or about the Premises or in transit thereto or there from, but not including any claims arising out of the gross negligence or willful misconduct of SBW, and (c) any breach, violation or non-performance of any covenant, condition or agreement in this Agreement set forth and contained on the part of the Owner/Agent to be fulfilled, kept, observed and performed. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs and expenses of any kind or nature whatsoever incurred on or in connection with any such claim or proceeding brought thereon, and the defense thereof including, without limitation, expiration or revocation of this Agreement.
- I. For the purpose of this agreement, length overall shall include all overhanging parts of the boat, e.g., bowsprits, bow pulpits, booms, swim platforms, davits, and dinghies. LOA for boats stored on trailers shall be based on the length of the boat and/or trailer; whichever is greater. SBW reserves the right to verify all measurements.
- J. Owner/Agent has received and reviewed the Best Management Practices (BMP) for SBW and the premises. Failure to properly follow these BMPs may result in suspension of facility use privileges, vessel impoundment, cleanup costs and/or fines.
Owner/Agent Initials _____
- K. Owner agrees to give prompt written notice to SBW. of any change in his or her address and/or contact information and any change in ownership of the boat in storage. Responsibility will remain with the original owner until new agreement is signed.
- L. A 3% environmental surcharge is applied to all invoices (including storage)

Section V: OTHER CONDITIONS

- A. Owner/Agent hereby acknowledges that pursuant to M.G.L. c 106, M.G.L. c 255, and Federal Maritime Law, his/her boat, tackle, apparel, and furniture are subject to a lien to secure payment for any and all amounts due SBW by Owner/Agent under this agreement. If Owner/Agent fails to pay the full amount due within 30 days from the due date, SBW shall have the right to resort to any and all remedies granted under any applicable law(s).
- B. Owner/Agent hereby represents and warrants that all required Local, State and Federal Licenses, Permits or Certificates to operate have been obtained and hereby agrees to maintain same. Owner/Agent further agrees to indemnify, hold harmless, and defend SBW, and its Owner/Agent's, successors and assignees, from any actions or the assessment of any penalties or fees which may be levied against SBW for the Owner/Agent's failure to obtain and maintain the above referenced licenses, permits or certificates.
- C. Any notices required to be given or which shall be given under this agreement shall be written and delivered by hand at the SBW facilities or delivered to either party by certified mail at the above referenced address.
- D. If any provision of this agreement is held to be unenforceable, the remainder of the agreement shall not be affected thereby.
- E. The validity and interpretation of this agreement shall be governed by the laws of the Commonwealth of Massachusetts. This agreement is to be performed within Plymouth County, Commonwealth of Massachusetts, and the parties agree that any action in law or equity relating to this agreement shall be brought in either the District or Superior Court, within said Plymouth County.