

# Forty 1° North

1. Owner shall provide the Marina with a copy of a current federal documentation or state registration for the Vessel, and be listed as the Vessel's legal owner.
2. Owner hereby warrants to the Marina that the Vessel complies with all applicable state and federal laws and regulations, including but not limited to those relating to safety and registration. Owner agrees to indemnify and hold harmless the Marina from all claims, violations or penalties assessed as a result of any violation of state or federal law or regulation related to the Vessel.
3. Dockage charges will be calculated by multiplying the applicable dockage rate by the measured overall length (LOA) of the vessel as determined by the Marina or by the slip length, whichever is greater. Owner agrees to pay Dockage charges in full at the time of the reservation. There will be no refunds for late arrivals or early departures. Payment for all other charges and incidentals are due upon receipt of invoice. If payment on other charges and incidentals is not received upon receipt of invoice, a 2% per month (24% per annum) late charge shall be added to the invoiced amount. Owner agrees that the Vessel may not be removed from the Marina without Marina's written authorization until all accrued storage, dockage, repair, and all other charges are paid in full. Owner agrees that all such charges and incidentals shall qualify as necessities to the Vessel and shall create a lien against the Vessel under federal maritime law.
4. Owner may not sublease or permit vessels owned by others in the Slip. The Slip may not be transferred to any subsequent owner of the Vessel without previous written authorization by the Marina. Transfer, changing, or moving of vessels between slips is not allowed except by prior written authorization by the Marina.
5. Owner agrees to pay for all parking charges at the Marina (including for the Vessel's crew and visiting guests). Parking will be calculated on a retail basis by the Marina Parking Operator and added to the Owner's final bill. Any vehicle remaining in the loading area beyond 1/2 hour may be moved to the main parking area and billed accordingly.
6. Vessels berthed in the Marina and the Slip occupied by the Vessel must be kept in a safe, clean and attractive condition.
7. Use of generators is not permitted unless authorized by the Marina and on such terms as the Marina permits.
8. Any boat repairs or maintenance at the Marina are at the sole discretion of the Marina, and must be authorized by the Marina prior to starting the work. Major repairs, painting and grinding are not permitted at the Marina. Subject to the Marina's prior written authorization, the Owner may supply work, labor, and materials for such authorized repairs or maintenance provided that the Owner first supply the Marina with a certificate of insurance against all claims potentially arising from such work (including but not limited to workers' compensation, longshore and harbor workers' compensation, general liability, and all other risks), and specifically agrees to defend, indemnify and hold harmless the Marina from all claims arising from such repairs or maintenance.
9. Fuel delivery services are not permitted at the Dock or alongside the Vessel.
10. The Marina reserves the right to rent all boat slips when vacant to transient boats, without setoff against or credit to Owner's fee obligations to the Marina. Owners leaving for an extended cruise (more than 24 hours) shall so notify the Marina in advance of departure. To assure slip availability upon return, Owner agrees to notify the Marina in writing, before departure, of the date and expected time of return, and to confirm 48 hours prior to return in the event that the absence of the Vessel is to exceed 48 hours.
11. The Marina reserves the right, in its sole judgment and without cause or notice, to terminate this Agreement or to move the Vessel (and any smaller vessels owned by Owner).
12. Only pleasure boats, in good condition, and under their own power shall be admitted to the Marina. The Marina shall have no responsibility for undertaking any repairs to any boat. In the event of an emergency i.e., breakdown of the bilge pump, leaks, bad lines, etc., during the Owner's absence, and should the Marina be aware of the same and at the Marina's sole discretion, the Marina is authorized, but in no way obligated, to make repairs or otherwise remedy the situation, or authorize others to do so. The Owner shall be charged and be responsible for paying for the cost of such repairs.
13. Owner is required to maintain mooring lines and bilge pumps in good working condition at all times.
14. In the event that the Vessel is sinking, in danger of sinking, or in a swamped condition (all of which is to be determined according to the Marina's judgment), the Marina is authorized, but in no way obligated, to pump out or raise the Vessel, or authorize others to do so. Owner shall be charged and shall be responsible for paying for the services provided.
15. Owner is responsible for the safe operation and berthing of the Vessel, within the approach channel and waters of the Marina and at the Marina, and is responsible for any damages the Owner or Vessel causes to the Marina, other boats, property, or persons.
16. Owner shall dock the Vessel at the Slip so that the Vessel is securely tied and creates no risk of injury to any person and no risk of damage to other vessels, the Slip, or the Marina. Lines used to secure the Vessel shall be of sufficient size, quality, and quantity to ensure safe docking. Owner shall not dock the Vessel or any smaller vessels used in connection therewith so that the Vessel or such smaller vessels obstruct the free passage of other vessels. Owner shall tie all halyards away from the mast before leaving the Vessel. Any fenders shall be attached only to the Vessel and not to the Slip or any pier, dock, ramp, or float. If the Vessel is not, in the Marina's judgment, safely or properly docked or is docked in any manner that creates an obstruction to other vessels, the Marina may, but shall have no duty or obligation to, take any actions necessary to correct such condition, including without limitation, redocking the Vessel, securing the Vessel with different or additional lines, moving the Vessel to another berth at the Marina, or removing the Vessel from the Marina. In the event that the Marina takes any such actions, the Owner shall be charged and shall be responsible for paying for the services provided.
17. The Owner hereby authorizes the Marina to take any and all actions necessary or desirable to ensure, to the maximum extent possible, the safety of the Owner's Vessel and all other vessels and property on Marina premises. This provision shall not

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be construed as a requirement of any type or nature for specific actions of any kind on the part of the Marina and the Marina hereby 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 the Marina to safeguard and protect the Owner's Vessel and provide for its safety shall be borne by the Owner and promptly paid.

18. Owner shall take all necessary and prudent measures to prevent damage to the Vessel and the Marina.

19. Any and all provisions herein pertaining to the Vessel, including but not limited to those pertaining to obligations with respect to vessel registration, safety, and liability, shall also apply with respect to any smaller vessels (such as dinghies or tenders) owned by the Owner and kept at the Marina.

20. Such small vessels normally capable of stowage aboard the Vessel shall be so stored when possible and in any event shall be secured within the assigned space of the assigned slip, but not on the dock.

21. The Vessel, and any such small vessels belonging to Owner, shall be marked and identified as required by applicable law.

22. Boat owners, their crew and guests are cautioned to be considerate of others. Behavior or conduct that the Marina in its sole discretion determines might injure another party, cause damage to property, disturb others, or harm the reputation of the Marina shall constitute cause for termination of this Agreement without refund.

23. Boat owners, their crew and guests will keep noise to a minimum at all times, and will use discretion in operating engines, generators, radios and television sets. Power tools may be used only when such use does not constitute a nuisance and when authorized by the Marina. Any work or other activities that are a nuisance to others will not be permitted.

24. The Vessel shall conform to all applicable federal, state and local regulations, including but not limited to those concerning boat maintenance, equipment, safety, and registration, and Owner hereby represents and warrants that the Vessel is in compliance with same. Owner agrees to indemnify and hold harmless the Marina for any violation of same by the Owner or Vessel.

25. THE MARINA SHALL NOT BE LIABLE TO THE OWNER, THE VESSEL, CREW OF THE VESSEL OR THE OWNER'S OR CREW'S GUESTS FOR ANY LOSSES, INCLUDING PROPERTY DAMAGE, PERSONAL INJURY, THEFT, FIRE, COST OR EXPENSE, UNLESS SUCH LOSSES ARE CAUSED BY ANY ACTS OR OMISSIONS OF THE MARINA THAT ARE RECKLESS, GROSSLY NEGLIGENT, OR UNDERTAKEN WITH THE SOLE INTENTION OF CAUSING HARM. IN THE EVENT THIS CLAUSE IS DEEMED TO BE OVERLY BROAD OR OTHERWISE UNENFORCEABLE, THE PARTIES EXPRESSLY AGREE THAT IT SHALL BE MODIFIED AND NARROWED ONLY TO THE EXTENT NECESSARY AND NOT STRICKEN ENTIRELY.

26. The Marina reserves the right to require Owner to leave the Marina in the event of a significant storm or otherwise in the sole discretion of the Marina. The Marina assumes no responsibility for the safety of any vessel docked at the marina

27. OWNER ACKNOWLEDGES THAT THE MARINA MAKES NO REPRESENTATION OR WARRANTY THAT MARINA OFFERS OWNER OR THE VESSEL A SAFE BERTH OR THAT MARINA OFFERS THE SAFEST AVAILABLE REFUGE. OWNER AND THE VESSEL ARE FULLY RESPONSIBLE FOR ALL OF THE CONSEQUENCES OF THE VESSEL'S CONTINUING PRESENCE IN THE MARINA AS SET FORTH IN THIS AGREEMENT.

28. OWNER AGREES TO DEFEND, INDEMNIFY AND HOLD MARINA HARMLESS FROM AND AGAINST ANY LOSS, LIABILITY, COST OR EXPENSE OF ANY TYPE WHATSOEVER, INCLUDING WITHOUT LIMITATION, CLAIMS FOR DAMAGE TO OTHER PERSONS OR PROPERTY ARISING FROM THE PRESENCE OF OWNER'S VESSEL IN THE MARINA.

29. All children must be accompanied by an adult and all children under age 12 must wear lifejackets while on or around the docks or vessels at the Marina.

30. Swimming, diving and fishing are not permitted at the Marina.

31. Dogs must be on a leash at all times at the Marina and may not be permitted to run loose.

32. Owner agrees not to hang laundry, towels, bathing suits or other items above decks on the Vessel or on docks of the Marina.

33. Restroom and laundry doors are to be kept closed and locked from 11 pm to 7 am.

34. Only contractors and service personnel who register with the Marina and produce proof of insurance and licenses acceptable to the Marina prior to working on any Vessel in the Marina may perform such work. All contractors working on boats at the Marina must be licensed and properly insured. Owner agrees to ensure that any contractors or service personnel comply with this paragraph before performing such work on the Vessel.

35. The use of barbecues, gas welders, gas torches or any open flame-producing equipment at the Marina or aboard the Vessel while at the Marina is prohibited.

36. Owner agrees to maintain liability insurance with a reputable insurance company in limits not less than \$500,000.00 for a single event and shall be responsible for damage caused by the Vessel, crew, guests or others under the Owner's control, including, without limitation, damage to other vessels and damage to the Marina itself. Owner agrees to maintain "all risk" hull insurance in an amount at least equal to the actual value of the Vessel and its contents.

37. Owner will not place or store supplies, materials, accessories or debris on docks or walkways and will not construct thereon any dock box, locker, chest cabinets or similar structures. Boarding steps approved by the Marina may be placed on the dock adjacent to Owner's Vessel in a manner that will not impede use of the dock by others. In no case will Owner or Owner's authorized contractor store containers of gasoline, diesel fuel or other petroleum products or hazardous materials on docks. Such items, if found unattended, may be removed and disposed of by the Marina at Owner's expense.

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38. Owner will ensure that all trash and garbage is placed into receptacles provided.

39. Owner agrees to comply with all federal, state and local regulations relating to sewage disposal, disposal of hazardous substances, or the disposal of any other waste or product. The discharge of sewage or any hazardous substance into the waters of the Marina is strictly prohibited. All permanently installed sewage systems must meet current federal and state regulations. Any expense, loss, liability or expense associated with any discharge (including the prevention of a discharge or damage caused by the same), and with cleaning-up and disposing of sewage, fuel, hazardous substances, or following such discharge, will be billed to Owner.

40. Should any sewage, fuel or other hazardous substance be discharged or emitted from the Vessel, Owner authorizes the Marina to take any and all actions necessary to prevent further discharge or emission, contain any such substance already discharged or emitted, and perform any necessary environmental remediation. Any such actions shall be at the Marina's sole discretion, and the Marina shall in no way have any obligation whatsoever to take any such actions. The Owner shall be responsible for all costs incurred by the Marina or its designee for, and shall hold the Marina harmless for any damages caused by, such actions. The Vessel Owner shall further indemnify the Marina for any liability, however incurred, as a result of such discharge or omission, and/or remediation actions.

41. Upon the expiration or earlier termination of the term of this Agreement, Owner shall peaceably quit and surrender to the Marina the Slip in a neat and clean condition and in good order, condition, and repair. Any property of Owner that remains in or about the Slip or at the Marina after the expiration or earlier termination of this Agreement shall be deemed conclusively to have been abandoned, and either may be retained by the Marina as its property or may be disposed of in such manner as the Marina may see fit, at Owner's sole cost and expense.

42. Any holdover by Owner after the expiration of this Agreement shall only be by written authorization by the Marina and shall be charged at a rate equal to the daily rate then being charged by the Marina for transient docking at the Marina and shall otherwise be on the terms and conditions set forth in this Agreement as far as applicable. Payment for any holdover shall be paid in advance.

43. All notices and other communications required or permitted under this Agreement shall be made in writing, and in case of a notice to the Owner, sent by registered or certified mail, postage prepaid to the Owner's address specified in this Agreement, or delivered by hand to the Vessel at the Slip, and in case of notice to the Marina, sent by registered or certified mail, postage prepaid, to the attention of Peter Borden at the Marina address specified in this Agreement or to such other address as either party may direct by notice so given.

44. It is hereby expressly understood and agreed by Owner that the Marina is not acting nor has it contracted hereby to act as, a warehouse, storage facility, bailee, nor in any capacity of care, custody or control of the Vessel.

45. Owner warrants and covenants that during the term hereof and during any extensions or holdover periods, the Vessel shall at all times be deemed subject to the federal maritime law and applicable state laws pertaining to Vessels and not to state laws pertaining to residential tenancy. Owner warrants and agrees that the Marina shall have the right and benefit of any federal or state maritime lien or any other lien allowed by law against the Vessel in addition to any direct claims against the Owner.

46. Owner agrees not to display any "for sale" sign on or aboard the Vessel without prior written authorization from the Marina. Any such "for sale" sign shall be limited to one such sign, properly affixed or fastened to the Vessel, and not larger than two feet by two feet. In the event that any services of Marina crew is requested in showing the Vessel, which shall be at the sole discretion of the Marina, it is understood and agreed that the Marina shall charge a fee for such services payable in advance.

47. This Agreement together with the *Marina Dockage Agreement Information Form* constitute the entire agreement between the parties and may only be modified or amended in writing signed by both parties.

48. In the event of a cancellation by the Owner or any default by the Owner under this Agreement, prior to March 15<sup>th</sup> of the year in which this Agreement is signed, 50% of the full Dockage charges shall be forfeited by the Owner and retained by the Marina, in addition to any other remedies the Marina may have hereunder or otherwise. Cancellation by the Owner or any default by the Owner occurring after March 15<sup>th</sup> shall cause the entire amount of the Dockage charges to be forfeited by the Owner and retained by the Marina, in addition to any other remedies the Marina may have hereunder or otherwise.

THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THE FOREGOING AND AGREES TO BE BOUND BY THE SAME. IN THE EVENT THAT THE UNDERSIGNED IS NOT THE LEGAL OWNER OF THE BOAT, THE UNDERSIGNED HEREBY REPRESENTS AND WARRANTS THAT HE/SHE HAS AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE BOAT OWNER.