



**BORDEN LIGHT MARINA SUMMER TERMS & CONDITIONS:**

1. **No boat is to enter marina before May 15, or remain after Nov. 1, unless boat is stored at Borden Light Marina for winter storage.**
2. Boat owner agrees to remove boat at end of term from yard or assigned slip leaving all facilities and utilities in good order and condition, reasonable wear and tear only excepted.
3. This contract does not entitle boat owner to use a specific slip or yard space neither of which can be sold, leased, assigned nor transferred to any other person or entity. Only a boat owned and operated by boat owner may be placed in a slip or yard space assigned to him by the marina. Slip assignments are based upon year round status, timely payment, seniority and space requirements of the marina. Boat shall only be placed in assigned slip. **There shall be no slip refunds. In the event the owner fails to pay the slip balance on or before May 1, 2018, the Boat Owner forfeits all rights to the use of any slip at the marina and all payments and/or deposits shall be retained by the marina as liquidated damages and cannot be used to set off any other debt of the boat owner to the marina.**
4. Marina shall have the right to place any other boat at such slip for the entire period of time the boat is expected to be away for marina's sole use and account without allowance of any kind to the boat owner. On the weekend of the Poker Run and OPA Race boats located on AA or A dock shall be relocated around the marina to accommodate the fast boats participating in these events.
5. **DINGHY: SHALL NOT BE TIED UP IN A VACANT SLIP OR PLACED UPON THE DOCKS:** Boat Owner may keep a dinghy **up to 12 feet** in length at the marina either on his boat or at an assigned location. Boat Owner shall pay \$750 to store at an assigned location any larger dingy not capable of being stored on his boat.
6. **CHILDREN:** No minor child shall be onboard the boat overnight without adult supervision onboard the boat. All children under 12 years of age are encouraged to wear life jackets while walking on the docks. **NO CHILDREN UNDER THE AGE OF 18 IN THE HOT TUB.**
7. **PHOTOGRAPHS & IMAGES:** From time to time, marina staff & customers may take pictures of other customers on marina property or vessels. Owner consents for himself & owner's guests that these images may be used by the marina for purposes such as advertising & display in electronic media without further notification or compensation. All film negatives & positives & electronic images & data shall remain property of the photographer except where otherwise specified by contract.
8. **METERED ELECTRICAL USAGE:** The minimum seasonal charge for electricity shall be \$40. Fee for a second power cord and/or 50 Amp service is \$80. Prior to departure, boat owner shall pay balance due for electrical usage. **ONLY UL APPROVED MARINE ELECTRIC CORDS SHALL BE CONNECTED TO SHORE POWER.**
9. **DEBTS TO MARINA:** Boat owner may not remove boat from marina until all debts to marina are paid. Marina may take any action it deems reasonable to prevent removal of boat until all debts are paid, including hauling out. Boat owner shall pay the cost of said hauling, launching and the resulting land storage fee. A monthly 1.5% service charge will be added to balances thirty (30) days past due. If litigation is necessary to collect any amount due under this contract, all costs of collection, including, but not limited to reasonable attorney fees, interest and court costs shall be paid by the boat owner.
10. **NO FUELING** of boats is permitted anywhere except the fuel dock as required by State Fire Marshall and Fall River Fire Department.
11. **OVERALL BOAT LENGTH** is defined as the maximum overall boat length and includes any bow or stern pulpits and swim platforms. Marina reserves the right to measure **OVERALL BOAT LENGTH** at any time and to adjust slip or yard charge.
12. **YARD LABOR RATES:** The marina labor rate is \$85 per hour. Workboat use with one crew member is \$100 per hour. Short Haul \$10/ft. Long Haul \$14/ft. Power Wash \$5.00/ft.
13. **USE OF OUTSIDE CONTRACTORS:** Owner acknowledges that the marina is engaged in an entirely private business & is free to exercise its own independent discretion as to the parties with whom it will deal or to whom it will gain access to its premises. Owner acknowledges that the marina has an interest in the safety of all boats stored or docked on its premises & therefore it has established specific policies with regard to access & insurance requirements. Accordingly, independent contractors or outside labor must check in at the marina office before working on a vessel. Upon checking in, all contractors will be required to demonstrate proof of insurance as outlined in BLM policies (available upon request). The marina reserves the right to require all subcontractors to bill through the marina or to pay the marina an hourly fee for use of marina facilities. The fee will be set by the marina manager on an individual basis after considering the size & nature of the work to be conducted by the subcontractor. A boat owner found to be in violation of these policies will be subject to immediate termination of this contract. The boat owner acknowledges that he has been advised of this policy, & consents to the enforcement of this policy. Owner further acknowledges that the marina does not purport to control owner's right to utilize the third party of his choosing to perform work on owner's boat, so long as that work is not performed at the marina. For liability reasons, outside contractor, owners & captains shall not use marina ladders, scaffolding or other similar equipment.
14. No outside broker signs may be placed on any boat in the yard or slip.
15. Boat Owner shall pay marina within 7 days of written demand for payment for any damage which he, his boat, or his guest(s) may have caused to marina.
16. This contract shall be governed by and construed in accordance with the laws of Massachusetts. By agreeing to terms of this contract, both parties invoke the privileges and benefits of the laws of Massachusetts and also agree to personal jurisdiction in courts of Massachusetts, including federal court sitting in Boston, MA, and both parties further agree that any suit brought against the other party pertaining to this agreement or any other matter between the parties must be brought only in the Fall River District Court, the Bristol County Superior Court, or the federal court sitting in Boston, regardless of who files the suit. Boat Owner waives any defense or objection to the jurisdiction or venue of any such suit or any such court or that such suit is brought in an inconvenient forum. **IN ANY LEGAL ACTION OR PROCEEDING, THE PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY A JURY.**
  - i. It is agreed that the contract amount payable by Boat Owner would necessarily be greater if the marina were required to assume more risks and liabilities than are set forth herein. By accepting this contract as written, Boat Owner warrants that he has done so to enable marina to make the contract charges stated above, rather than higher charges and fees. It is agreed that they are both fair and reasonable under the circumstances and there is no guarantee or warranty of any kind as to the condition of the piers, ramps, docks, roads, parking lots or grounds nor shall marina be responsible for injury to persons or property occurring thereon or for any reason whether specifically stated or not.
  - ii. Boat Owner warrants and represents that his boat is in a seaworthy condition and that he shall maintain his boat in such condition at all times during which his boat is at marina. Boat Owner shall have sole responsibility for keeping his boat afloat. In the event of any emergency during Boat Owner's absence, i.e. breakdown of bilge pump, leak, bad lines, etc. marina is authorized to make necessary repairs for which the Boat Owner shall be charged. Marina assumes no responsibility for a boat taking on water or sinking.
  - iii. Boat Owner agrees marina shall not be liable to Boat Owner or boat for any losses incurred by reason of fire, storm, wind, water, or ice or by reason of any criminal act, including, but not limited to, any intrusion, theft, vandalism, arson or other criminal acts of any kind or degree by land or water.
  - iv. Boat owner agrees to indemnify and hold marina harmless for any and all pollution damage and for any and all state, federal and/or local monetary penalties, claims or assessments arising out of such pollution which boat owner, his boat, or his guest(s) may cause to or at the marina.
17. Upon any violation of the terms and conditions of this contract or the rules and regulations of the marina, this contract shall, at marina's option, terminate immediately and marina may remove the boat from its slip, re-license the same, and retain any prepaid slip fee.