



TEL: 207-633-2970

FAX: 207-633-7144

Dockage Agreement – 2009 Season

Agreement between Boothbay Region Boatyard/Marina (herein called “Marina”) and the undersigned boat and/or owner (herein called “Owner”).

Owner’s

Name: _____

Billing

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Boat Name: _____

Registration No.: _____ State: _____ Power or

Sail _____

Overall

Length: _____ Draft: _____ Beam: _____

To be admitted to Boothbay Region Boatyard/Marina and to continue as an Owner within the Marina, a 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. All boats at the Marina must be insured to complete marine coverage including liability, and Owner must present evidence of said insurance to Marina upon request. Owner agrees that he will be held responsible for damage to other boats in the Marina or to structures or facilities thereof. Refunds will not be given. If a customer requests a particular slip – they will be charged for the length of the slip or the LOA of the boat, whichever is greater. Children 12 years of age and under when on floats must wear life preservers and be accompanied by a responsible person at all times. Children under the age of 15 may **not** operate boats within the Marina confines. *It is the policy of Boothbay Region Boatyard, Inc. that in the event of a severe storm or hurricane, All Sailboats are to be secured to their moorings with extra pennants, headsails off, dodgers off, mains off or securely wrapped. If not done by owners, Boothbay Region Boatyard, Inc. will perform this duty at the best of their ability. All Powerboats on docks and moorings will be hauled. Dockage and Storage customers will be hauled first. Appropriate charges will apply for these services. If a customer chooses not to have Boothbay Region Boatyard, Inc. haul their vessel or properly secure it to a mooring, they must temporarily remove their vessel from Marina property immediately upon issuance of a severe weather warning until the threat of a storm has passed. This agreement is for the use of pier space only, and such space is to be used at the sole risk of the Owner. Marina shall not be liable for the care or protection of the boat (including her gear, equipment and contents) or for any loss or damage of whatever kind or nature to the boat, her contents, gear or equipment whether due to the sole negligence of Marina or otherwise. Owner identifies 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 therewith whether or not such loss, cost, suit or claim is based upon the sole negligence of Marina or otherwise.* Marina shall have a lien against the above described boat, her appurtenances and contents for unpaid sums due for the use of docks, floats and moorings, pilings or other property of Marina or of any other person or boat in the Marina. Owner agrees to save Marina harmless from any suit or action for damages outlined above and to pay the cost of collection and reasonable attorney’s fees on any part of said rental that may be collected by suit or attorney. Marina reserves the right to use unoccupied slips and moorings for its own convenience. It shall be the responsibility of the Owner to notify Marina of the date and time of their return to Marina, this assuring that their assigned slip/mooring will be available. Owner agrees to abide by the Rules and Regulations governing dockage, a copy of which is attached hereto and acknowledges that Marina may, in its sole discretion, take any action to enforce said Rules and Regulations. Owner agrees that violation of any such Rules and Regulations shall be grounds for termination of this agreement and forfeiture of dockage privilege.

