

DOCKAGE AGREEMENT

This agreement is by and between **PORTLAND BOAT WORKS, INC.**, a Connecticut Corporation (herein after called the "Marina"), having its main office at 1 Grove St., Portland, along with its docking facility (herein after called the "Docking Facility" and _____ person/entity (herein after called the "Customer"), address _____, having reserved space for the vessel (name) _____, having a hull length of _____ feet (herein called the "Customer's Vessel".)

In consideration of the mutual covenants contained herein, Marina and Customer agree as follows:

Marina Agrees :

- 1.) To provide seasonal dockage for the Customer's Vessel at the Docking Facility between **May 15th and October 15th**, for the year 2019. Any boat not stored at PBW, must be removed from the slip no later than Oct. 15th (If not removed, a daily fee will be charged.)
- 2.) To provide electrical power for the Customer's Vessel. Please indicate if this boat has A/C by checking the appropriate box: ___ Yes ___ No (an additional fee may be charged)
- 3.) To provide bath and toilet facilities, at no extra charge for customers and guests only.
- 4.) To provide city water for customers at no extra charge.

Customer Agrees :

- 1.) To pay the Marina the sum of \$ _____. A nonrefundable deposit of \$ _____, is due on Jan. 15th, 2019, with signed agreement; the balance is due Feb. 15th, 2019.
- 2.) To provide Marina with a set of keys to Customer's Vessel unless it is manned full time.
- 3.) To provide utility cord adapters.
- 4.) To provide and accessible set of lines to dock hands in the case of severe weather conditions.
- 5.) To remove Customer's Vessel from the Docking Facility within 12 hrs. of the posting of Hurricane Warnings by the National Weather Service.
- 6.) To provide Marina with the numbers listed below and immediate notice of any change in such numbers :

- | | | |
|---------------------|--------------------|-------------------|
| 1. _____ | 2. _____ | 3. _____ |
| Registration number | Year, Make & Model | Hull number |
| 4. _____ | 5. _____ | 6. _____ |
| Home phone number | Work phone number | Cell Phone number |

- 7.) **No customer shall sublet any slip without permission from the office.**
- 8.) **Only one vessel per slip (ie: no tender, dinghy or jet ski)**
- 9.) To conform to all rules and regulations imposed by Marina with respect to the conduct of all customers, their agents, contractors and guests, including but not limited to those with respect to sewage, waste oil, mechanical and electrical tools and equipment.
- 10.) To require any agent, contractor, or other person acting through, for or under Customer, to report to the Docking Facility office on each day of entry on to the Docking Facility property or Customer's Vessel, and to furnish to Marina a satisfactory certificate of liability insurance adequate in coverage and amount to satisfy marina requirements in its sole discretion. Customer agrees that Marina shall have the right to deny entry to any such agent, contractor, or other person who fails to comply with the requirements of this provision.
- 11.) **All pets must be leashed at all times.**

RESPONSIBILITY FOR LOSS, DAMAGE OR INJURY :

The grant of any space or dockage, tie up privilege, towing, moving afloat or ashore or any service whatsoever granted by Marina shall be accepted with the distinct understanding and Customer hereby agrees that neither the Marina nor any of its directors, officers, shareholders, employees or agents assumes any responsibility whatsoever for the safety of any vessel including Customer's Vessel, on shore or docked in a slip or in adjoining waters, and none of them shall be liable to the Customer or any person claiming by, through or under him/her for fire, theft, or any damage whatsoever to any such vessel and its equipment, or to any property of the person or Customer, his/her family employees, guests, or invitees, however caused and whether or not caused by the fault or negligence of Marina, or any of its directors, officers, shareholders, employees, or agents.

In addition, Customer does hereby agree to indemnify and hold harmless Marina, its directors, officers, shareholders, employees, and agents from and against any and all liability, claims and demands for damage to the property of and injuries to or for property damage and personal injuries caused by Customer, his/her family, employees, guests or invitees.

Customer agrees that any grant of dockage shall constitute a rental of space only and no bailment of any kind is intended or created, either expressly or implied, by this Agreement. Customer further agrees that all risk of loss, damage, or destruction of Customer's Vessel, its equipment, or other property of the owner shall at all times be borne by Customer.

This agreement shall be governed by the laws of the State of Connecticut, and shall become effective only when executed and accepted by Marina.

Customer Signature

Date