

RAMP USE/INSIDE PARKING AGREEMENT

This agreement is by and between **PORTLAND BOAT WORKS, INC.**, a Connecticut Corporation (hereinafter called the "Marina"), having its main office at 1 Grove St. Portland, along with its Ramp Use/Parking facility (hereinafter called the "Parking Facility") and

Customer _____

Address _____

City/State/Zip _____

Email _____

Having reserved space for the trailer/vessel (name) _____, and (make) _____ having a hull length of _____ feet (hereinafter called the "Customers Vessel").

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

MARINA AGREES :

- 1.) To provide parking for the Customer's Vessel/Trailer Inside at the Parking Facility, and allow unlimited use of the ramp between **Memorial Day Weekend and October 1st** for the year 2019. However, you will be permitted to leave the boat and trailer **Outside**, starting May 15th. Washing of boats is not permitted. All boats and trailers to be removed from the yard no later than **October 1st**.
- 2.) To provide bath and toilet facilities, at no extra charge for customers and guests only.
- 3.) To issue customer a seasonal sticker.

CUSTOMER AGREES :

- 1.) To pay Marina upon delivery of the Agreement signed by Customer, the sum of **\$750.00**, which Customer agrees shall be non-refundable for unlimited use of the ramp and parking for vessel/trailer. **This signed contract and your payment must be received by 1/15/19, in order to guarantee your spot.**
- 2.) To remove Customer's vessel/trailer from the Parking Facility within 12 hours of the posting of hurricane warnings by the National Weather Service.

3.) To provide Marina with the numbers listed below and immediate notice of any change in such numbers :

A.) _____ B.) _____ C.) _____
Vessel Reg. # Trailer make/ Reg. # Car/Truck Reg. #

D.) _____ E.) _____ F.) _____
Home Phone # Work phone # Cell phone #

4.) 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.

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/or trailer, 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 and invitees.

Customer agrees that any grant of parking 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 the 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

