

THE MARINA AT AMESBURY POINT, LLC

14 Merrimac Street
Amesbury, Massachusetts 01913
Telephone: 978-388-5111

Date.....

Welcome to The Marina at Amesbury Point

We hope you enjoy your stay. If you have any suggestions concerning the improvement of service, please let us know.

LEASE AGREEMENT FOR DOCKAGE FACILITIES

Owner's Name.....

Address.....

Cell Phone..... Home Phone.....

Name of Boat..... Year:..... Registry Number.....

Type of Boat..... Length OA..... Beam..... Draft.....

Engines..... H.P..... Type Fuel.....

Tank Capacity: Fuel..... Water..... Cooking Fuel & Type.....

Amperage Required..... Tender Identification/Name.....

Insurance Co. Policy #.....

The rate for space allocated to your boat is \$..... For Slip #..... From..... To.....

DATE	AMOUNT
Total.....
Deposit.....
Balance.....
Paid.....

The word "Marina" or "the MAP" is used to indicate any person authorized to represent The Marina at Amesbury Point, LLC. The word "Tenant" is used to indicate the owner (or his authorized representative) of any boat moored at The Marina at Amesbury Point, LLC (The MAP).

This agreement shall be in effect, unless sooner terminated in accordance with the following conditions, to wit:

- a) By destruction of the dockage facilities by fire, storm or other calamity.
- b) By breach or default as default provided in paragraph below.

Tenant agrees to comply with all rules and regulations on the reverse side, as fully as though they were set forth herein, and should breach of this agreement or violation of rules and regulations occur, this rental agreement shall terminate immediately at the sole option of the Marina and the Marina may remove the boat from her mooring space at the Tenant's risk and expense and retake possession of the mooring space.

Waiver of any conditions by the Marina shall not be deemed to be a continuing waiver.

DATE..... APPLICANT'S SIGNATURE.....

DATE..... ACCEPTED.....

THE MARINA AT AMESBURY POINT, LLC

SLIP RENTAL CONTRACT

Terms Of Agreement

1. The Marina at Amesbury Point ("MAP") shall have a lien against the above described boat, her appurtenances and contents, for unpaid sums due for use of dock facilities or other services, or for damage caused or contributed to by above described boat or by Tenant or their guests docks or property of the Marina or any other person at the Marina. The Tenant shall not remove the boat from the MAP until all sums due the MAP are paid in full.

2. Slip Rentals

a) Slip rentals shall be strictly in accordance with published schedules and shall be paid in advance to cover a full season. Slip rentals shall not be cancelled unless MAP determines that a suitable replacement Tenant can be obtained promptly, in which case proportional reimbursement for the unused seasonal rental, or if slip rental is for a portion of the season, actual rental received, less a 15% service charge, will be made to the original Tenant.

b) Slip rentals are non-transferable without MAP's prior written consent.

3. To be admitted and to continue as a Tenant of the MAP a boat must be:

a) Used for pleasure only;

b) Registered, identified, marked, equipped, and maintained as required by law and safe practice;

c) Subject to periodic inspection by the Marina to determine the maintenance of proper safety conditions.

4. No insurance is carried by MAP on Tenant's boats or other property. Dockage thereof is accepted at the sole risk of the Tenant, and the Tenant hereby releases MAP from any and all claims for loss or damage however caused, including hauling. The Tenant agrees and warrants that the boat will not be left for storage in a condition to be a fire hazard and further agrees to carry adequate and appropriate insurance coverage during the period of this Agreement. **Tenant agrees to provide MAP a copy of their current boat insurance policy or certificate showing both Hull and Liability coverage.** The Tenant shall maintain at all times while the boat uses or occupies the dock or any other facilities of the Marina adequate Hull insurance equal to at least 75% of its current market value and shall be covered by usual forms of all risk protection and indemnity insurance for damage and or injury caused by the boat or those aboard in the amount of at least \$100,000 per person and \$300,000 per incident. All insurance covering the boat shall be by Marine Insurance companies qualified to do business in Massachusetts and the policy shall provide at least thirty (30) days prior written notice to the Marina of any cancellation thereof. Tenant shall deliver to Marina prior to using the dock a certificate or binder evidencing such insurance. In addition, the MAP is to be named as an additional insured on policy.

5. When a boat enters The MAP, it immediately comes under the jurisdiction of the Marina and shall be berthed only where ordered and maneuvered as directed. Vessels entering the MAP under emergency shall be reported immediately by their owners to the Marina. The Marina reserves the right to move any and all boats to any other docking area within the Marina without notice. Further, all docking privileges may be rescinded with or without cause and Tenant's boat will be removed from the water immediately by the Tenant or Marina.

6. When a Tenant expects to have their boat out of period, they shall so notify the Marina in advance, who may lease the slip for other purposes during this period. No sub-leasing of slips or transfer of boats between slips will be allowed except on prior permission of the Marina.

7. All boats shall be secured in their berths in a manner acceptable to the Marina, or the Marina, after notice to the Tenant, will adequately secure the boat and assess a service fee.

8. Tenants will provide the Marina with a set of main door or hatch keys and ignition keys. The boat will only be entered by the Marina for possible periodic inspection or for emergency service, otherwise only with the authority of the Tenant. No other person will be allowed on the boat without the Tenant's permission.

9. The Tenant (and guests for whom they are responsible) agrees to conduct themselves at all times when on the property of the MAP, or on any boat moored therein, so as to create no annoyance, hazard or nuisance to the Marina or to other Tenants. This involves observance of good housekeeping and sanitation practices and the use of trash receptacles.

10. Tenders and skiffs shall be stored on board larger vessels when possible. Otherwise they must be kept off the docks or moored at the tender float. Their identification marks or name are required to be recorded with the Marina. No dock boxes, steps, etc., can be installed without permission from the MAP.

11. No "outside" contractors or service organizations or individuals will be permitted to undertake any work on boats at the MAP without the approval of the Marina. If approved /permitted, contractor will provide proof of insurance to the Marina office staff.

12. Commercial fishing boats and other types of commercial craft will not be admitted to the Marina.

13. Environmental Regulations

a) State Law prohibits discharge or deposit of any rubbish, waste material or refuse material of any kind or description into the waters of any river, stream, pond or tidal waters.

b) Marine heads shall be locked while in the Marina and owners and guests shall use the Marina's shore side toilet facilities. All trash and other refuse shall be placed in the containers and receptacles provided by the Marina.

c) Boats equipped with holding tanks may use their marine heads while in the Marina.

14. Noise shall be kept to a minimum at all times. Tenants shall use discretion in operating engines, generators, radios and television sets, so as not to create nuisance or disturbance.

15. Advertising or soliciting shall not be permitted in any part of the MAP.

16. Swimming, diving or fishing shall not be permitted from the docks or finger piers.

17. Boat owners shall not place supplies, materials, accessories or debris on walkway, and shall not construct thereon any lockers, chests, cabinets or similar structures, except with written approval of the Marina.

18. Laundry shall not be hung on boats or finger piers in the Marina, nor shall "For Sale" signs be put on boats.

19. No charcoal fires or open fires of any kind will be allowed within the confines of the Marina.

20. Dogs or pets will be admitted to the MAP only under leash and must not run loose on the premise or other people's boats. Dogs and pets permitted only if they do not disturb other tenants or their guests.

21. All children 13 and under must wear life jackets on or near the docks and be accompanied by adults.

22. When entering or leaving the Marina, boats must be under power, not sail.

23. In the event of severe storm or hurricane, the Marina will attempt, if practicable and possible, to provide preparation and damage prevention service, the costs for which will be prorated over all the boats, However, the owner or their agent is still solely responsible to take all emergency measures possible, and the Marina does not assume any responsibility for said protection and/or damages to the Tenant's boat.

24. This agreement is for the use of dock space only and such space is to be used at the sole risk of the Tenant. Tenant assumes full responsibility for the actions, care, control and protection of any and all family members, friends and/or guests while the boat uses or occupies the dock or any other facilities of the Marina. The Marina shall not be liable for the care of protection of the boat (including her gear, equipment and contents) or for any loss or damage of whatever kind or nature. Tenant indemnifies and holds the Marina harmless against loss, cost, suit or claim arising out of use of dock space or any other Marina facilities or any handling of the boat in connection therewith.

25. The Tenant or anyone in privity with the Tenant agrees to indemnify and hold harmless the MAP for any personal injury or death suffered or any consequential damages resulting from any such personal injury for any guest, family member, mechanic or other agent of the Tenant. The Tenant agrees to pay any and all costs associated with such claims, including, but not limited to, any damage, judgment, interest, or attorney fees. The Tenant agrees to promptly notify the Marina of any injury or other occurrence which could result in a claim against the MAP. The Tenant agrees and covenants that he/she will defend, indemnify and save the Marina harmless from any and all such claims.

26. In the event that any amount due hereunder shall remain unpaid for a period of thirty days, the MAP shall be entitled to pursue all remedies available to it including enforcement of the lien granted by M.G.L. Chapter 255, Sections 14 and 14A. If the Marina shall employ an attorney to collect any balance due hereunder, including any actions upon liens against the Vessel, reasonable attorneys' fees shall be paid by the Tenant as part of the damages of the Marina in addition to any other balances due for principle and service charges.

27. The breach of any term or condition hereunder or any rule or regulation of the MAP shall constitute a default and entitle the Marina to demand the immediate removal of the boat. If the Tenant does not cause the boat to be removed within five business days of demand, the MAP shall be entitled to remove the boat to another location at the Tenant's expense. The MAP shall be entitled to retain any and all payments received in advance from the Tenant in full and shall be entitled to any other remedies available to the Marina as liquidated damages. The Tenant shall be liable for all reasonable attorneys' fees incurred by the Marina as part of Marina's damages.

28. This agreement is a Massachusetts contract and shall be governed and enforced under the laws of the Commonwealth of Massachusetts.