

2019 DOCKAGE CONTRACT May 15th - October 15th 2019



The Marina At Hatter's Point
PO Box 151 - 60 Merrimac Street - Amesbury, MA 01913
PHONE - 978-388-7333 www.marinaathatterspoint.com

Boat Owner's Name: _____ Home #: _____

Street Address: _____ Cell #: _____

City, State & Zip: _____ Work #: _____

Email Address: _____ Alt Email Address: _____

Name of Boat: _____ Model: _____

Manufacturer: _____ Year: _____ ***Length Overall: _____**

***Length overall includes swim platforms, bow pulpits, outboards, etc. All boats will be measured upon arrival for accuracy of length overall. All dockage fees are based on length overall as measured.**

****50AMP Service requires a one-time fee to upgrade the pedestal of \$300 **Electric Required: 30AMP 50AMP**

Boat Registration or Documentation #: _____ Beam: _____ Draft: _____

Insurance Company: _____ Address: _____

Policy#: _____ A copy of your policy shall be given to the marina on demand.

Dock Slip Confirmed: _____ Term of Stay: 2019 Season ____ Other _____

*Inflatable: _____ Registration#: _____ Jet Ski \$300 ea/season Registration#: _____

*10' and under NO CHARGE

Registration#: _____

Length Overall: _____ x \$ _100_ = \$ _____ All slips include water, electricity and WIFI

**Deposit: \$ _____ Check#: _____ CASH : _____ Date: _____

We require a minimum \$500 Deposit with signed contract **Deposit is non-refundable after 3-1-2019

Balance Due: \$ _____ **SORRY - NO CREDIT CARDS ACCEPTED**

Date: _____ Check #: _____ CASH \$ _____ Balance Due: \$ _____

Date: _____ Check #: _____ CASH \$ _____ Balance Due: \$ _____ PAID IN FULL _____

Your signature confirms that you have read and agree to the rules and regulations of the 2019 MHP contract.

Boat Owner
Terms of Lease Agreement

Date

Hat Factory Marina, LLC

Date

1. The word "Marina" is used to indicate the person duly authorized to represent The Marina at Hatters Point in such matters as pertain to this agreement. The word "boat Owner" is used to indicate the person named above as the owner of the boat described above or his authorized representative.
2. The service performed by the Marina under this agreement specifically limited to the leasing of dock space for the use of the pleasure boat described herein. Service includes the use of restrooms and showers. No other service is implied or intended. The care custody and control of the boat and its equipment are the full responsibility of the boat owner and the Marina shall have no custodial responsibility for the boat.
3. Waiver of any condition of this agreement shall only be by written instrument issued by the Marina. The Boat Owner shall not rely upon a verbal authorization of instruction that alters or conflicts with the terms herein. This agreement of use of the dock space is not transferable.
4. This agreement shall be in effect for the term of the lease described above, unless sooner terminated in accordance with the following conditions: A. By destruction in full or in part of the dock or shore side facilities by fire, storm, or without limitation, other calamity. B. the sale of the boat to another party. C. By breach of any term of this agreement by the Boat Owner, his agents, employees or guests. D. by Boat Owner's non-payment of dockage fees.
5. In the event of termination for any of the above reasons the Marina shall have no responsibility to return or rebate dockage fees in whole or in part.
6. Boat Owner agrees to comply with all terms, conditions, rules, and regulations as contained herein or adopted in the future by the Marina. Should breach of this agreement or violation of the terms occur, this agreement shall be voided at the sole option of the Marina and the Marina shall remove the boat from the premises at the Boat Owner's risk and expense and retake possession of the dock space.
7. Full payment of the lease fee is due prior to occupancy of the dock space or use of marina facilities. There is a \$25 fee for any return of insufficient funds. Marina has the right to assess a delinquent charge of 1.5% per month on past due balances, together with all costs of collection, and attorney's fees.
8. All boats are measured for overall length, which includes bow pulpits, swim platforms, engines, and any other appendage, which increases the length of the boat.
9. Boat Owner's dinghies and skiffs are subject to separate docking fees and can only be stored in approved locations. All inflatables in the water must be tied to the designated area of the marina. Trailers cannot be stored at the marina.
10. Swimming and diving from the docks is not permitted. Fishing is only allowed in the immediate area of your boat. All fishing gear must be actively attended.
11. Fueling of boats at the dock is forbidden.
12. No open fires of any kind will be allowed on any boat or dock. Per order of the State Fire Marshall no charcoal, propane or open fires of any kind are allowed on Marina docks.
13. All halyards must be tied away from the masts.
14. Dogs or pets will be admitted to the Marina only under leash or voice command. Any pet that becomes an annoyance to the Marina or Boat Owners must be removed immediately. Owners are responsible for cleaning up messes left by pets.
15. Children age 12 and under must be accompanied by an adult and wear approved life preserver while on Marina property.
16. Abandonment Clause: the Marina shall have no responsibility to provide dock or storage space or maintenance for this boat at any time after the lease term has expired. It is the sole responsibility of the owner to see that the boat is removed from the Marina property on or before the date of expiration of the lease term. In such case as the boat remains at the Marina after the lease period, a \$1.00 per foot per day will be assessed to the boat owner for the first week, if the boat is not removed in the first week a \$5.00 per foot per day will be paid by the boat owner unless prior arrangements have been made. If the boat is still on the dock after November 1st the owner will be contacted by mail at his above address and given notice to remove the boat immediately. After seven days from the date of postmark has passed it is hereby agreed that the Marina shall have full authority to dispose of the boat in any manner it sees fit. Cost of such disposal will be billed to the owner at the above address and is payable upon receipt. All value in salvage or sale of the boat shall be retained by the Marina.
17. By execution of this agreement, the Boat Owner grants to the Marina a lien against the described boat, her equipment, and contents for unpaid lease fees, other services, or for damage to the Marina property or personal injury to any person caused or contributed to by the described boat, the Boat Owner or his guests.
18. If it is determined by the Marina to be in the best interest of the Marina and/or its Boat Owners, the Marina reserves the right to terminate this agreement and demand that the boat be removed from the premises within 48 hours. In this case reimbursement or rebate of lease fees will be the sole discretion of the Marina and its decision in such matters will be final.
19. The described boat must be used for pleasure only, registered and licensed with proper authorities, equipped and maintained as required by law and safe practice. Vessels used for other than the personal pleasure use of the owner shall have specific written permission from the Marina to carry on that use at the Marina.
20. The Boat Owner shall maintain throughout the lease term, Property Insurance equal to at least 90% of the current market value of the boat and all equipment and engines and "All Risk" Protection and Liability Insurance for damage and personal injury caused by the boat, it's owner and his guests in amounts of at least \$300,000 per person and \$500,000 per incident and naming the Marina as additional beneficiary. Boat Owner holds harmless the marina; its agents, and employees from any negligent acts or omissions, not amounting to gross negligence. A copy of the policy shall be given to the Marina on demand.
21. Upon arrival at the marina, the described boat shall be docked where instructed by the Marina. If determined to be in the best interest of the Marina, the Marina may, from time to time, direct the boat to dock in another location at the marina.
22. The marina has the right to move all boats one cleat if needed. The marina will contact the boat owner if this is necessary.
23. When the Boat Owner plans to have the boat away from the marina for more than 24 hours, he shall notify the Marina in advance. The Marina may lease the slip for other purposes and to other parties during this period. The Boat Owner may not sub-lease, lend or otherwise allow use of the dock space or occupancy of the dock space by any boat other than that describe herein.

24. Boat Owner and his guests agree to conduct themselves at all times when on marina property in a manner as to create no annoyance, hazard, or nuisance to the Marina, its personnel or other Boat Owners. From the hours of 11:00 pm to 7:00 am no radio, television, music, conversation, engine, generator, or other noise producing device shall be played, operated or conducted so that it is audible in an adjoining boat.
25. Trash shall be removed from the boat and docks by the Boat Owner and placed in the dumpster provided by the Marina. Boat Owner will maintain the area around the boat in a clean and tidy condition.
26. Dock boxes, steps or other dock equipment are not to be mounted on the dock without express permission of the Marina. Storage of dinghies, inflatable crafts, equipment, gear, or supplies is not allowed on the docks or on marina property without permission of the Marina. All inflatables that are in the water need to be tied to the designated dinghy dock.
27. Boat Owner shall not discharge sewage, grey water, waste, or rubbish from his vessel into the waters of the Marina. Boat Owner shall not reside upon the boat for more than four consecutive nights.
28. No Boat Owner shall engage any contractor or service provider to undertake any work or repair on any boat without the approval of the Marina. Contractors shall be instructed by the Boat Owner to sign in with the office of the Marina upon the arrival and departure. The contractor shall have on file with the Marina office a certification of insurance evidencing current Workers Compensation Insurance and Public Liability in amounts acceptable to the Marina.
29. Maintenance or engine work is limited to week days, no evenings, weekends or holidays.
30. No Boat Owner shall hang laundry in view anywhere on the boat or on the Marina property. Advertising, soliciting or display of any sign on any boat or on marina property, such as "For Sale" or "For Rent", without permission of the Marina, is prohibited.
31. Use of dockside utilities: A. Use of dockside electricity and water by the Boat Owner in reasonable amounts is included. B. No boat shall utilize more than one plug-in electrical pedestal socket at any time. Boats requiring more than one plug-in electrical pedestal socket shall equip themselves with a device that allows the boat to use a single plug-in socket which splits to two sockets. C. Boats requiring 50 amp service should notify the marina and an additional charge of \$300 will be charged to upgrade the pedestal. D. During periods of heavy electrical usage or extended periods of high temperatures the Marina may require that air conditioning in any boat be turned off from time to time whether the boat is occupied or not. E. Due to weather and sea conditions frequently present in the marine environment electrical amperages and voltages may vary or fluctuate from time to time. Any boat with systems or equipment sensitive to or jeopardized by such variances or fluctuations must be equipped with default devices that protect such systems or equipment from damage related to or caused by such fluctuations or variances. The Boat Owner will hold the Marina harmless in the cases of any damage related to such variances or fluctuations. Boat Owners with air-conditioning equipment who plan to be away from their boat for more than 24 hours shall turn such air conditioning equipment off until their return or be subject to charges for excess electrical usage for the period of \$20.00 per day.
32. In the event of a storm, the Marina shall not be responsible to move, secure, find alternative safe harbor for or provide protection for the boat or its equipment. However, the Marina is authorized, but not obligated, to attempt to undertake appropriate measures to mitigate damage to the boat, other vessels or marina property. Marina shall be free to employ agents or contractors in any capacity to effect removal of the vessel.
33. Boat Owner acknowledges that all dock facilities and the marine environments are inherently dangerous places. During normal use of the facilities the potential for property damage, personal injury or death exists. With execution of this agreement, Boat Owner assumes full responsibility for the actions, care, control, and protection of himself, family members, agents, employees, and guests while on or utilizing Marina property of facilities. Guests may only be at the Marina when Boat Owner is present. Boat owner shall indemnify, bear the cost of defense of the marina & hold harmless the marina & it's owners, managers, members, etc. All boat owners and guests must comply with all marine regulations with regard to dumping anything into the river or ocean.
34. No boats with straight pipes will be allowed in the marina. All boats must have a muffler and not be loud.
35. If another boater is coming in to the dock it is the responsibility of all other boaters to assist him/her in docking their boat.
36. It is important that all noise be kept to a minimum while on the condominium grounds especially when passing through the building walkway.
37. All marina parking is located in the parking lot across the street. If you need assistance getting to and from your vehicle during marina hours please ask the dock hand and we will do our best to assist you. If you park your vehicle in a "NO PARKING" area or in the condominium parking lot you may be towed at your own expense.
38. You will be notified of the 2019 season pass code for the gate and marina facility at the start of the 2019 season.

