1. The word “Marina” is used here to indicate any person authorized to represent the Sandwich Marina, Sandwich Massachusetts. The word “Tenant” is used here to indicate the owner (or their authorized representative) of any boat docked or stored in the Sandwich Marina. The marina shall retain the right to designate dock space. The rights of the other tenants and the Marina’s business judgement are relevant factors in the assignment of dock space.
2. Slip rentals and wet/dry storage rates shall be strictly in accordance with annual rates published by the Harbormaster and will be paid for in advance before boats are hauled or slips occupied:
3. If a slip rental is cancelled after issuance and signature of current year lease, payments will not be refunded.
4. If Tenant violates any of the terms and conditions contained in this Agreement or those posted in the marina office, Harbormaster reserves the right of terminating this Agreement upon ten (10) days written notice to Tenant. If it is considered by Sandwich Marina to be in the best interest of Marina and/or its Tenants, the Marina reserves the right, after ten (10) days written notice to the Tenant, to terminate this Agreement. Following receipt of such notice, Tenant must remove his/her boat from the Marina prior to end of ten (10) day period.
5. Slip rentals are non-refundable. Tenant agrees not to transfer, assign or permit the use of their assigned dock space.
6. To be admitted and continue as a Tenant of Sandwich Marina the boat moored at the slip must be:
7. Not hired or used for charter; no charter boats allowed.
8. Registered, identified, marked, equipped and maintained as required by state law and safe practice
9. Subject to periodic inspection by the Marina to determine the maintenance of proper safety conditions; and
10. Fully insured by a policy that covers Protection & Indemnity/Liability, Fuel & other Spill Coverage and Hull/Machinery coverage in the amount of the vessel. Policy should also include defense and indemnity coverage for the benefit of the Marina throughout the term of its tenancy.
11. The Tenant agrees to have their vessel covered for hull/machinery coverage, Protection & Indemnity/liability coverage as well as fuel and other spill liability in the current amount established through the federal Clean Water Act. Tenant agrees to defend, indemnify, hold harmless, release and discharge Marina from any and all responsibility or liability for injury (including death), loss, or damage to persons or property in connection with Marina docking facility or marina. This defense, indemnity, hold harmless, release and discharge shall cover without limitation any loss or damage resulting from Marina’s employees docking or hauling Tenant’s boats, vandalism, theft, fire, hail, high/low water, wind, collision, ice, rain and any other act of God.
12. When a boat enters Sandwich Marina, it immediately comes under the jurisdiction of the Marina and shall be docked only where ordered and maneuvered as directed by the Harbormaster or his agent. Owners entering under emergency conditions shall report the emergency immediately to the Marina before entering the Marina.
13. When a Tenant expects to have his boat out of a slip for an extended period, one day or more, Tenant shall notify the Marina in advance. The Marina reserves the right to temporarily occupy said slip for transient boats or for Marina use. Tenant is to remove dock lines when leaving slip for more than 24 hours. No- subleasing of slips or transfer of boats between slips will be allowed. Marina will not be responsible if this procedure is not adhered too. Failure to comply with these obligations may cause Tenant to forfeit lease and or slip and have its Agreement terminated.
14. All boats must be properly docked and tied with adequate docking lines so as to prevent damage to other boats, docks, or pilings. In the event the docking lines are not strong enough or improperly tied, Marina shall have the right, but not the obligations, to replace said lines at the expense of the boat owner.
15. Marina staff may board any boat for emergency service only, otherwise Marina staff may board a boat only with the permission of the Tenant. No other person will be allowed to board a boat without the Tenant’s written permission.
16. All reasonable precautions will be taken by the Marina to safeguard the Tenant’s property and ensure the Tenant’s safety. In an emergency situation, Marina shall be permitted to move Tenant’s unattended boat to a safer location if possible; however, Marina shall not be required to provide this service. In the event such service is provided, Tenant will be billed at Marina prevailing rates for the service rendered posted in the Marina office and Tenant shall indemnify and hold Marina safe and harmless from all liability, injury, loss or damage caused by or resulting to Tenant’s boat due to an emergency situation.
17. The Tenant (and their guest for whom their Tenant is responsible) agrees to conduct himself at all times when on the property of Sandwich Marina, or on any boat docked therein, so as to create no interference, annoyance, hazard or nuisance to the Marina or to the other Tenants. This involves observance of good housekeeping and sanitation practices and the use of garbage receptacles.
18. Tenant may work on his/her boat as long as such work does not interfere with the rights of other Tenants to their use and enjoyment of the Marina. If Tenant wishes to have someone other than himself or herself work on their boat in the Marina, prior written approval must be obtained by the Marina.
19. Tenders and skiffs shall be stored on board larger vessels when possible. Otherwise, they must be kept off the docks. No dock boxes, steps, etc., can be installed without permission from the Sandwich Harbormaster.
    1. Discharge or deposit any rubbish, waste material or refuse material of any kind or description into the waters from any boat is prohibited. This includes the cleaning of fish inside the Sandwich basin;
    2. Owners and their guest are to use the Marina’s shore side toilets; and
    3. All garbage and other refuse must be placed in receptacles provided by the Marina.
20. Noise shall be kept to a minimum at all times: a curfew from 8 p.m. to 8 a.m. will be imposed. Patrons and Tenants shall use discretion in operating engines, generators, and all electronics, so as not to create a nuisance or disturbance. Boats shall not engage engines for testing or other non-operational purposes while tied to docks.
21. Advertising or soliciting shall not be permitted in any part of Sandwich Marina.
22. Swimming, diving, or fishing shall not be permitted from the docks or finger piers.
23. Boat owners shall not place supplies, materials, accessories or debris on walkways, docks or finger piers and shall not construct or install thereon any lockers, chests, cabinets, steps, or similar structures except with written approval of the Harbormaster. Tenants are not permitted to cause damage to the docking facility through excessive wear and tear, or store rubbish on the docking facility.
24. Tenants shall not hang laundry on boats, docks or finger piers in the Marina. “For Sale” signs shall not be put on boats (without written permission of the Harbormaster). No signs or advertisements will be allowed (without written authorization from Harbormaster).
25. No fire of any kind will be allowed on any boat or dock. Use of any open flame device, toxic chemicals or any other hazardous equipment or supplies in the docking area is prohibited.
26. Dogs will be admitted to Sandwich Marina only under leash, and must not run loose on the ground or other people’s boats. Owner must remove all waste caused by dog.
27. Young children should be accompanied by an adult at all times.
28. No boat shall take on fuel while in a slip. No Tenant shall have their boats fueled in the parking lot or on Marina grounds. For safety and fire protection, the filling of fuel tanks from transported receptacles will not be permitted.
29. Boats must be under power, not sail, at all times when entering or leaving the Marina.
30. In the event of severe storm or hurricane, the Marina will attempt, if practical and possible, to provide separation, and damage prevention service, the cost for which will be pro-rated over all the boats. However, the Tenant or his/her 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 owner’s boat. Tenant agrees not to hold Marina liable for any loss caused by any delay in launching, winter storage transportation or commissioning caused by weather or any other event beyond the control of the Marina.
31. Marina may refuse to rent dock space to any person for any reason.
32. Only those persons specified on page 1 of this Agreement shall be permitted to enter or operate the boat.
33. Marina does not guarantee that electrical or water service shall be continuous. Tenant shall not use the marina’s electrical outlets to operate power tools, equipment, machinery, etc. unless written permission has been given by Marina.
34. For any infraction of the above rules and regulations by the Tenant the Marina reserves the right, at its option, to, cancel this contract upon 10 days written notice, and upon such termination, the Tenant shall forthwith remove his/her boat.
35. Marina shall have statutory maritime liens (state and federal) upon the boat, motor and attached equipment to secure any and all services and materials supplied to Tenant by the Marina during the term of this agreement, and/or unpaid slip rental fees.
36. Tenant shall not remove his/her boat from the rented space until all charges secured by liens described in paragraph #28 have been paid in full.
37. If a violation of any Rule or Regulations of the Sandwich Marina, or if any charge or fee remains unpaid following notice requires legal action by the Harbormaster or the Town of Sandwich, it is a term and condition of this Agreement that the Harbormaster or Town shall be permitted to recover from the Tenant, or the violator, all costs, including attorney’s fees, expended in seeking enforcement of this Agreement, or of the Rules and Regulations, or collecting any amounts secured by liens identified in paragraph 28 of this Agreement.
38. If Tenant fails to remove in a timely manner his/her boat and equipment from rented space at the termination of this Agreement, Marina shall have the option of:

**(a)** Charging Tenant daily rent for the space occupied; or

**(b)** Taking possession of the boat and equipment and locking it to the space occupied; or

**(c)** Moving the boat and equipment to another town secured location; or

**(d)** Pursuing any other remedy available under law, or under this Agreement.

1. If Tenant fails to make his/her space rental payments, Marina may pursue any of the remedies set forth in paragraph 31. and the Marina may rent the space to another Tenant.
2. In the event that Tenants boat may, for any reason, should sink while berthed in a slip, at dockside or while otherwise occupying waters used by customers of Marina, Marina may, if Tenant cannot be contacted immediately and if said sunken boat poses a safety or navigation hazard, take immediate steps to raise and remove and /or repair said boat. At all cost shall be a tenant’s expense.
3. It is understood and agreed that Marina will not be responsible for any personal property left in your boat.