**SANDWICH MARINA**

**TERMS OF AGREEMENT**

**WINTER STORAGE**

1. The word “Marina” is used here to indicate any person authorized to represent the Sandwich Marina/Harbormaster’s office, Sandwich Massachusetts. The word “Tenant” is used here to indicate the owner (or his/her authorized representative) of any boat docked or stored in the Sandwich Marina facility.
2. Winter slips rentals and dry storage rates shall be strictly in accordance with rates published at marina office, and will be paid for in advance before boats are hauled or slips occupied.
3. If Tenant violates any of the terms and conditions in this Agreement or the Rules and Regulations,, Marina shall have the option of terminating this Agreement if it is considered to be in the best interest of the Marina and or its Tenants. The marina reserves the right after 10 days written notice to the Tenant to remove his/her boat from the marina prior to the end of ten (10) day period. No reimbursement will be made for the docking (storage) fee.
4. Slip rentals or storage space are non-transferable and non-refundable.
5. To be admitted and continue as a Tenant of Sandwich Marina the boat must be:
6. Used for pleasure only
7. Register, identified marked equipped and maintained as require by law and safe practice; Subject to periodic inspection by the Marina to determine the maintenance of proper safety conditions.
8. The Tenant agrees to have his/her vessel covered by a full marina insurance package (hull coverage as well as indemnity and liability coverage). Tenant agrees to release and discharge Marina from damage to persons or property in connection with Marina docking facility or marina storage area. This release and discharge shall cover without limitation any loss or damage resulting from marina’s employees docking or hauling Tenant’s boat, vandalism, theft, fire, and high/low water, wind, collision, ice, rain or any other act of God.
9. When a boat enters Sandwich Marina, it immediately comes under the jurisdiction of the Sandwich Marina Harbormaster and his agents and shall be docked only where ordered and maneuvered as directed. Owners entering under emergency/force majeure shall immediately contact the Harbormaster before entering the Marina.
10. When a Tenant expects to have his/her 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 their own 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.
11. 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 obligation to replace said lines at the expense of the boat owner. Boats hauled must be properly placed on stands so as to prevent damage to other boats in storage area.
12. The boats will only be entered/boarded by the Marina staff for emergency purposes, otherwise only with the authority of the Tenant. No other person will be allowed on the boat without the Tenant’s written permission and notifying the marina office.
13. All reasonable precautions will be taken by the Marina to ensure the Tenant’s property and safety. In emergency situations, 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, the tenant will be billed at Marina prevailing rates for the service rendered and Tenant shall be required to pay all cost incurred by Marina on the Tenants behalf. Tenants shall identify and hold marina safe and harmless from any and all liability, injury, loss or damage caused by or resulting to Tenant’s boat due to an emergency situation.
14. The Tenant (and guests for whom he/she is responsible) agrees to conduct himself/herself at all times when on the property of Sandwich Marina, or on any boat docked therein, so as to create no 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.
15. Tenants 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 Sandwich Marina.
16. It is the Tenant’s responsibility to dispose of boat covers, paint cans, shrink-wrap plastics, large waste or hazardous materials, etc. other than at the Sandwich Marina facility.
17. Advertising or soliciting shall not be permitted in any part of Sandwich Marina.
18. Noise shall be kept to a minimum at all times, curfew 8 p.m. to 8 a.m. . Tenants shall use discretion in operating engines, generators, radios and television sets, so as not to create a nuisance or disturbance. Boats shall not engage while tied to docks for testing or otherwise.
19. Dogs will be admitted to Sandwich Marina only under leash, and must not run loose on the grounds or other people’s boats. Owner must remove all wasted caused by dogs.
20. An adult at all times must accompany young children on Marina property.
21. FUELING: Boats are only permitted to fuel within marina at the designated fuel peir. No boat shall take on fuel while in slip. No one shall have their boats fueled in the parking lot or on Marina grounds. For environmental safety and fire protection, the filling of fuel tanks from transported receptacles is not permitted.
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 practical and possible, to provide preparation and damage prevention service. The cost for which will be pro-rated over all the boats. However, the owners 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 liable for any loss caused by any delay in launching, winter storage transporting or commissioning caused by weather or any other event beyond the control of the Marina.
24. Marina may refuse to rent dock or storage space to any person for any reason.
25. ELECTRICAL: Marina does not provideelectrical services.
26. Any infraction of the above rules and regulations of the Marina by the Tenant shall at the option of the Marina cancel the contract upon 10 days’ notice, and the Tenant shall forthwith remove his/her boat from Marina property.
27. Marina shall have statutory Maritime liens (State and Federal) upon the boat, motor and attached equipment to secure any and all services and material supplies to Tenant by Marina during the Terms of Agreement.
28. Tenant shall not remove his/her boat from the rented space until all charges secured by the liens described in this agreement have been paid in full.
29. Tenant agrees to reimburse Marina for reasonable attorney fees and costs relating to a suit or other collection efforts by Marina against Tenant to collect any amounts due under the agreement or any amounts due and secured by the liens described in this agreement.
30. If Tenant fails to remove in a timely manner his/her boat and equipment from the rented space at the termination of his agreement, Marina shall charge late fees to the tenant and also have the option of:
31. Charging Tenant daily rent for the space occupied in parking lot or current rate per foot (posted in marina office) or
32. Taking possession of the boat and equipment and locking it to the space occupied; or
33. Moving the boat and equipment to another location; or
34. Pursuing any other remedy available under the law.
35. If Tenant fails to make his/her space payment, Marina may use either of the remedies set forth in this agreement. The Marina reserves the rightto rent space to another Tenant.
36. Boat sinking – in the event Tenant’s boat shall, for any reason, sink while berthed in a slip, at dockside or while otherwise occupying Marina waters used by customers of the Marina, immediate steps need to take place to remove any obstruction to waterway and environmental concern to the waterway/environment. Tenant shall incur all costs and and immediate steps will be taken to raise and remove and/or repairs said boat.
37. It is understood and agreed that Marina will not be responsible for any personal property left in Tenant’s boat.
38. The marina will not be responsible for damage caused by any third party vendors during hauling, launching or storage of any vessel.
39. Boat owners are responsible for adjusting boat stands as needed.