



BBW 2008-2009 WINTER DRY-DOCKAGE LICENSE AGREEMENT

For the term of October 1, 2008 to May 1, 2009

Boston BoatWorks, LLC, LICENSOR, hereby licenses DRY-DOCKAGE to:

A. OWNER INFORMATION

1ST/LAST/SUFF	_____	
TITLE	_____	
COMPANY	_____	
ADDRESS 1	_____	
ADDRESS 2	_____	
CITY/ST/ZIP	_____	
WORK PH	_____	
HOME PH	_____	MBL PH _____
FAX PH	_____	EMAIL _____
MC/V/AX #	_____	EXP DT _____

Emergency Contact: _____ Phone: _____

Preferred Week for Haul-out _____ Preferred Week of Launch _____

B. YACHT INFORMATION

BOAT NAME	_____	YEAR	_____	ENG MFR	_____
BOAT MFR	_____	HL COL	_____	ENG MODEL	_____
MODEL	_____	*LENGTH	_____	Eng. 1 SN #	_____
COMBO/KEY	_____	BEAM	_____	Eng. 2 SN #	_____
MS/DOC#	_____	DRAFT	_____	Trans. 1 SN #	_____
HULL ID#	_____	DISP	_____	Trans. 2 SN #	_____
HULL CONSTR	_____	PWR/SL	_____	Outdrive 1 SN #	_____
MARINA	_____	IO/IB/OB	_____	Outdrive 2 SN #	_____
SLIP #	_____	GAS/DSL	_____	Shaft Diam.	_____

*Length Over All (LOA) includes all overhanging parts of the boat, e.g., bowsprits, booms, swim platforms, davits and dinghies.

Insurance Carrier: _____ Policy ID#: _____ (Proof of insurance must be submitted prior to haul.)

C. CHARGES

Full-Service Storage _____ ft LOA x **\$116.50/lf** = \$ _____

(Boston Harbor Pick-up & Delivery/Haul/Powerwash Bottom/Blocks & Stands/Launch plus **Labor Charges ONLY** for shrinkwrap/bottom prep & paint/topsides Wax)

****Environmental Surcharge @ 2% of Total = \$ _____

Total Balance Due = \$ _____

Land-Storage Only (Haul/Powerwash Bottom/Blocks & Stands/Launch) _____ ft LOA x **\$73.50/lf** = \$ _____

****Environmental Surcharge @ 2% of Total = \$ _____

Total Balance Due = \$ _____

- | | | |
|---|------------------------|--|
| <input type="checkbox"/> Bottom Pressure Wash | _____ ft x \$ 4.25/LOA | *Additional materials charges apply |
| <input type="checkbox"/> Shrink-wrap (labor only) * | _____ ft x \$17.50/LOA | *Additional materials charges apply |
| <input type="checkbox"/> Bottom Paint (labor only) * | _____ ft x \$13.50/LOA | *Additional materials charges apply |
| <input type="checkbox"/> Wash & Wax Topsides (labor only) * | _____ ft x \$17.50/LOA | *Additional materials charges apply |

D. RULES AND REGULATIONS

For the safety and security of person(s) and property, while within the confines of The East Boston Shipyard at 256 Marginal Street, East Boston, MA or Boston Harbor Shipyard and Marina (BHSY&M), The Boat Owner (Owner) agrees to abide by all rules and regulations of Boston BoatWorks, LLC (BBW) and Boston Harbor Shipyard and Marina (BHSY&M) including those set forth in this agreement; and BBW reserves the right to cancel this agreement for violation of any said rules and regulations, and to retain all amounts paid in advance.

- 1. Vessels entering the Marina immediately come under the jurisdiction of the BHSY&M Dock master and shall be berthed or moored only as directed.
- 2. All vessels must maintain valid Hull and Liability insurance for the duration of this agreement. BBW and BHSY&M are not responsible for damages caused by fire, theft, storm, wind, rain, ice damage, flood or causes beyond their control while the vessel is on BBW / BHSY&M property. The Owner agrees to indemnify and hold BBW and BHSY&M harmless in the event of such occurrences. It is understood that BBW and BHSY&M assume no responsibility for loss or damage by fire, theft, or otherwise to vehicles, boats, or other property or contents thereof placed with us for storage, sales, repairs, or testing, and that we do not carry insurance to cover same.
- 3. All loose accessories, electronics and equipment (other than standard fixed equipment) must be removed before placing stored boats in storage, or agree to pay an extra fee for handling same, if necessary.
- 4. The Owner will be held responsible for any damage that they may cause to other vessels or property at BBW or BHSY&M. BBW or BHSY&M, at the expense of the Owner, may remove any vessel, which may sink in the Marina.
- 5. Admission to the yard and storage areas of BBW or BHSY&M may be refused to any person not satisfactorily identified.
- 6. Boats not marked or identified as required by law will not be permitted on BBW / BHSY&M property at the Owner's expense.
- 7. All dock lines are supplied by the Owner and will be maintained in good condition and replaced by the Owner when necessary.
- 8. Owners shall not store supplies, materials, accessories or debris anywhere within the Shipyard or Marina and shall not construct thereon any lockers, chests, cabinets, steps, ramps, or similar structures without the permission of the Marina Management.
- 9. Owner must maintain the general work area around their stored vessel in a neat and orderly manner including removal of rubbish, paint chippings, cans, etc. BBW /BHSY&M may charge the Owner a reasonable fee to clean the area to the satisfaction of BBW / BHSY&M
- 10. Disorderly or indecorous conduct by a tenant or their visitors that might injure a person, cause damage to property, or harm the reputation of BBW and/or BHSY&M shall be cause for immediate removal of persons and/or vessels without refund.
- 11. All vehicles entering the yard must be operated in compliance with posted signs and also as not to cause discomfort to others. All vehicles must be parked in authorized parking areas and must not prevent free movement of fire and/or yard equipment. Parking is prohibited in fire lanes and zones. Violator's automobiles will be towed at Owner's expense.
- 12. An adult must accompany all children, and all children under the age of twelve must wear life jackets while on or around docks.
- 13. No open flames of any nature whatsoever are allowed: Owners MUST observe "NO SMOKING" regulations as posted.
- 14. Vessels will not lie at the gas dock or any assigned service dock unless instructed to do so by BBW or BHSY&M personnel.
- 15. Fueling of vessels is to take place at the gas dock only. Transportation of fuel or self-fueling on BBW or BHSY&M property is strictly prohibited.
- 16. Boat winterization is the sole responsibility of the Owner. Only through a BBW Winter Care Checklist, completed by the owner and signed by Boston BoatWorks LLC can an owner assign responsibility to BBW to perform certain winterizing services The Owner is strictly responsible for pumping out holding tanks prior to haul-out as well as drain plug removal and replacement.
- 17. Owners are advised that the BBW yard storage area is also the parking area for BHSY&M, and therefore no vessel can remain in said area after May 1, 2009. A charge of \$2.00/foot per day may be assessed for each day the vessel is in the BBW/BHSY&M yard after May 1, 2009.
- 18. Work, repairs, or maintenance on vessels on BBW /BHSY&M property are subject to the rules and regulations of BHSY&M. Contact the BHSY&M office for further information.
- 19. No power cords may be left connected to vessels, tools or other accessories or equipment over night or in Owner's absence from the immediate area.
- 20. A hazardous waste disposal fee will be charged for disposing of any hazardous waste, i.e.; gas, diesel oil, batteries, etc.
- 21. Batteries must be disconnected from all electrical systems within 24 hours of haul-out.
- 22. No unattended electrical apparatuses are permitted, including charging, dehumidifying or heating apparatuses.
- 23. BBW / BHSY&M shall not be responsible for delays in hauling, storing or launching.
- 24. Sailboats stored on the property of BBW / BHSY&M should have their masts removed. If the Owner does not have the masts removed, he/she assumes all risk of property damage and/or personal injury and agrees to indemnify and hold BBW / BHSY&M harmless against all claims and demands arising from the failure to remove the masts.
- 25. Living aboard vessels on land on BBW / BHSY&M property is strictly forbidden.
- 26. A delinquent charge of 1½ % per month or the highest rate permitted by law, whichever is less, will be assessed on past due balances as well as the costs of collection and/or attorney's fees.
- 27. Propane/compressed gas tanks must be removed from the boat prior to storage.

WAIVER OF ANY CONDITIONS BY BBW / BHSY&M SHALL NOT BE A CONTINUING WAIVER

E. PAYMENT INFORMATION and AUTHORIZATION

Credit Card Amex/Visa/MC (circle one) Card# _____ Exp: __/__/__

Authorization to charge above credit card: _____
(Cardholder's signature)

I understand that if my vessel remains on land beyond the end of this contract date, I may be charged a \$2.00/ft. per day lay-day charge until my vessel is launched.

Please note, a 2% environmental surcharge is applied to all invoices (including storage)

This agreement is subject to all the aforementioned terms and conditions and by signing this contract, by both parties, it is understood that all requirements, including environmental restrictions will be adhered to.

I HAVE READ THIS ENTIRE CONTRACT AND AGREE TO THE SAME.

Licensee

Date: _____

Boston BoatWorks, LLC Licensor

Date: _____