

DiMillo's Old Port Marina 2009-2010 Dockage Contract

Definitions

1. In this agreement, "Marina" refers to both DiMillo's Old Port Marina and to any person authorized to represent DiMillo's Old Port Marina in operating the Marina complex.
2. In this agreement, "Tenant" refers to both owner of any boat moored in the Marina; any authorized Representative of the boat owner and anyone authorized by the boat owner to uses his boat.

Tenant Responsibilities

1. Tenant shall pay all slip fees in accordance with the attached published schedules; in advance to cover entire period slip is rented. The Tenant acknowledges that the standard slip rate includes a charge for one parking space in the parking lot adjacent to the marina. Parking cards will only be issued for the duration of the dockage agreement. Additional parking cards may be purchased for \$425 through Stephanie at the restaurant.
2. The Tenant shall at all times ensure that his boat is registered, identified, marked, equipped and maintained as required by law and safe boating practices. The Tenant shall participate in the *Vessel Safety Check* program offered by the Coast Guard Auxiliary and required by the marina.
3. The Tenant shall at all times ensure that his boat is fully operational and able to move under its own power. The Marina reserves the right to inspect any vessel with reasonable notice and terminate the lease agreement for failure to meet these requirements.
4. The Tenant shall at all times keep his boat insured for complete marina coverage, including liability, at such terms and in such amounts acceptable to the Marina. The Tenant shall provide proof of their insurance policy with their initial dockage payment.
5. The Tenant shall be responsible for any and all damage, which he or his boat may cause to other boats, persons, structures and or facilities in the Marina and shall indemnify and hold the Marina harmless from all such damage.
6. By signing this Agreement, the Tenant and his boat become subject to the posted rules and regulations of the Marina.
7. The Tenant's boat shall be berthed only in its slip, in a secure manner that is acceptable to the Marina. If the boat is berthed insecurely, the Marina reserves the right, upon notice to the Tenant, to secure the boat and assess against the Tenant a service fee therefore.
8. The Tenant shall not allow any outside contractors or service organizations or individuals to undertake any work on boats in the Marina without the Marina's prior approval. The Marina reserves the right in its exclusive discretion, to prohibit any and all contractors, service organizations and /or individuals from performing any work within the confines of the Marina for the good of the Marina. Contractors must provide proof of workers' compensation and liability insurance to the marina office and comply with the Marina's environmental policies.
9. The Tenant is responsible for notifying the Marina of any overnight departures. In order to ensure that the Marina is not using the slip when the Tenant returns, it shall be the Tenants responsibility to notify the Marina of the date and time of their intended return to the slip.
10. At all times while on the property of the Marina or on any boat moored therein, the Tenant and his guests shall conduct themselves so as to create no annoyance, hazard or nuisance to the Marina and its ecosystem or to the following specific rules:
 - A. As mandated by federal law, the Tenant shall not engage in overboard discharges of marine heads, septic, oily or contaminated bilge, or any contaminated substance. This is cause for automatic loss of slip without reimbursement.
 - B. It is the Tenant's responsibility to ensure that proper fueling procedures are practiced. The Tenant is responsible for any spills that may occur. The Tenant shall follow all posted instructions on signs while refueling.
 - C. The Tenant is encouraged to use only cleaning products that will not degrade the environment. The Tenant shall use non- toxic detergents for cleaning boats and other equipment within the facility.
 - D. The Tenant shall place all garbage and other refuse in the dumpster. Trash shall not be left at the head of the ramp, in dock carts, finger piers, or in common areas.
 - E. The Tenant is encouraged to make use of our recycling facility. The Tenant may request a list of the items that may be recycled from the marina store.
 - F. The Tenant shall notify the Marina before affixing anything to the docks. The Tenant shall place nothing besides approved dockboxes or steps on floats or walks.

- G. The Tenant shall not hang laundry on boats, or floats.
- H. Neither the Tenant nor his guest shall engage in or allow any swimming diving and or fishing from the wharf or floats.
- I. The Tenant shall neither engage in nor allow any charcoal fires or open fires in the Marina, except on their vessel.
- J. The Tenant shall neither place "for sale" signs on any boats nor engage in any advertising or soliciting in any part of the Marina.
- K. The Tenant shall not bring any dog to the marina unless it is at all times under leash and prevented from running loose on the grounds, floats or other boats in the Marina. The *Pooper Scooper* rule will be in effect on the entire Long Wharf Property. Noncompliance may lead to termination of your contract.
- L. The Tenant shall ensure that any and all children of the Tenant and or Tenants guests under the age of twelve years of age or younger shall when on the floats wear life preservers and be accompanied by a responsible person. The Tenant shall not allow children of the Tenant and or of the Tenants guests under the age of fifteen to operate small boats within the Marina confines.
- M. The Tenant shall have the yacht in a fully commissioned state no later than 5/1 and not winterized any earlier 10/15. These same dates apply for the installation and removal of shrinkwrap. The Tenant shall not use tarps to cover their vessel; only canvas and white/clear shrinkwrap will be accepted.
- N. The Tenant shall not engage in charter/transport and/or passenger pick-up/drop-off. If you are engaged in the charter/transport business all pick-ups and drop-offs must be arranged at alternate facilities.

Rights of the Marina

1. The Marina reserves the right in its sole discretion and for any reason whatsoever, to cancel this Agreement upon ten days' notice to the Tenant. Within 10 days after receiving notice that the Marina has cancelled this Agreement, the Tenant shall remove his boat from the Marina. If the Marina cancels this Agreement for any reason other than a breach of the Agreement by the Tenant, the Marina shall reimburse the Tenant for a fraction of the slip rental proportional to the remaining term of the Agreement at the time of cancellation.
2. The Tenant's right under this Slip Rental Agreement are non-transferable except by prior approval of the Marina.
3. The Marina shall in no event be responsible for the safety of any vessel docked in the Marina, nor shall it be liable for the safety of any vessel docked in the Marina, nor shall it be liable for any fire, theft, vandalism or damage to said vessel, its equipment, or any property in or on said vessels or injury or death to persons however caused. Notwithstanding the foregoing, the marina reserves the right, in the event of a severe storm or hurricane to provide preparation and damage control service, the cost of which shall be prorated over all the vessels docked in the Marina.
4. The Marina reserves the right to use the Tenant's slip for its own convenience when that slip is unoccupied by the Tenant. If the slip is vacant for more than one night without notification the marina will use the slip.
5. The Marina reserves the right to not renew any contracts for accounts of any type past due. The Marina reserves the right to cancel this agreement for account past due.
6. The Tenants unexcused failure to satisfy any or all of his responsibilities under this Agreement shall constitute a breach of contract; in which case the Marina may cancel this Agreement immediately, retain all slip rentals paid to date and take appropriate legal action against the Tenant.
8. Pursuant to the Maine Marina and Boatyard Storage Act (the "Act"), contained in chapter 212-A of title 10 of the Maine Revised Statutes, the Marina has a lien against any property stored at the Marina for rent and other charges and expenses described in the Act. The Marina claims this lien to the fullest extent of the Act and other applicable law.

Accepted By:

Tenant Signature

Print Name
Date: _____

Accepted By:

DiMillo's Old Port Marina
Date: _____