



2009 Lease Contract Terms & Conditions

Please Read and Sign enclosed rental contract. Then return to Yarmouth Boat Yard with your deposit.

In consideration of payment of current dockage charges, Yarmouth Boat Yard LLC, (hereinafter called the "Marina") agrees to lease the boat owner or owner's authorized representative (hereinafter called the "Lessee") dock space to moor at a designated float the above boat subject to the following terms and conditions from approximately May 15, 2009 to October 15, 2009.

1. Lessee agrees that authorization for service work can be done over the phone or by email. _____
(Initial for Approval)

This is not a mandatory requirement by the Marina. If lessee does not agree, the process will be to sign the work order for requested service prior to any service work performed.

2. Lessee shall pay the Marina for the use of his/her boat's berthing space and a license to use adjacent areas as provided herein at the rate described in the proposal. Proposal is based on the boat's overall length. The Marina reserves the right to charge a non-storage premium for dock space. The Boat's length overall (LOA) will be verified by marina personnel and invoiced accordingly.
3. Lessee agrees to have his/her boat properly registered, equipped, maintained and insured (including hull and liability insurance). Lessee shall be responsible for any and all damage from the Lessee or the Lessee's guest or crew may cause in whole, or in part to other boats at the Marina, or to Marina facilities. Lessee further agrees to indemnify and hold Marina harmless, including costs and attorney fees from any liability arising from the Lessee's, or Lessee's guest or crew's use of the Marina and its facilities, including but not limited to, any expenses, costs, losses or third party damage claims attributable in whole or part to Lessee, or Lessee's guests and crew.
4. After the start of the lease period, a refund will not be allowed for unused space unless a suitable replacement can be found. No transfer of slip or subleasing will be allowed. The lessee hereby recognizes the inherent risks in owning a boat and docks the boat at the Marina at the Lessee's risk. Marina will not be liable for loss from fire, theft, vandalism or weather (including but not limited to, storms, wind, rain, ice or acts of god).
5. In the event of a severe storm, the Marina will attempt if possible, to provide preparation and damage prevention service, for which the Lessee will be charged at the Marina's usual rates. Notwithstanding any efforts by Marina personnel, lessee is solely responsible to take all emergency means possible to protect both the vessel and Marina property, and the Marina does not assume any responsibility or liability for damage to Lessee's vessel or property.
6. No swimming, fishing or diving is permitted from Marina floats.
7. No dinghies shall be hauled up and stored on Marina floats.

8. No outside contractors or professional help will be permitted to work on boats unless prior arrangements have been made with the Marina. Any outside contractor or professional shall provide proof of insurance to the Marina reflecting coverage for not only damage to Lessee's vessel, but also coverage for damage to marina's property and/or the property of other customers of the Marina arising out of such work. Lessee is solely responsible for the liability of outside contractors or professional help, and agrees to hold the Marina harmless including costs of defense and attorney fees, from any liabilities or damages arising from the work of outside contractors or professional help. All outside contractors or professional help must complete forms at the Marina's office prior to commencement of work, and must sign in and out of the office on a daily basis. The Marina reserves the right to charge Lessee a fee for the right to have outside contractors or professional help work at the Marina's facilities.
9. The Lessee agrees to abide by such rules and regulations as Marina may establish for the safety, benefit and convenience of all Marina Lessees.
10. The terms and conditions shall apply whenever the boat is docked at the Marina in return for dockage charges.
11. The Marina may revoke this lease if the Marina considers it in the best interest of the Marina and/or its Lessees.
12. This contract is not bailment of the Lessee's boat, but supervision and maintenance of the waterfront area.
13. No vessels shall be launched or berthed at Marina until all outstanding bills have been paid or satisfactory arrangements have been made with Marina.
14. No fires shall be permitted on Marina property, including but not limited to, docks and floats.
15. Marina makes no representations regarding the depth of the water in the channel adjacent to any berth covered by this Agreement, nor any particular vessel's ability to access a berth from the channel at various tidal stages.
16. The use of electrical extensions is at the sole risk of the user and Marina shall not be liable for any loss or damage to any person or property caused by as a result of the use of any electrical appliances.
17. Overboard discharge of heads or holding tanks within Marina or Casco Bay is strictly forbidden.
18. Lessee will be responsible for any charges for discharge of oil or other hazardous materials in the marina or Casco Bay.
19. Lessee recognizes that Marina does not provide any security protection, and assumes no liability or responsibility for the safety of Lessee's vessel property during the course of the Agreement.
20. This lease agreement ends on approximately October 15, 2009. Any non-storage vessel not removed from the Marina by that date shall be billed for storage at the Marina's usual rate.
21. Lessee will make arrangements with their insurance company to provide a separate rider for insurance if lessee's boat in not hauled out by 10/15/2009.

Lessee Name (please print)

Date

Lessee Signature

Lessee's Email: _____

Signing this agreement acknowledges I have read, will adhere and fully agree to the terms of this contract.