

TERMS AND CONDITIONS

1. This Contract does not convey any interest in real property and is merely a LICENSE to use an assigned slip and/or yard or rack space for storage and use, not repair of the boat described on the reverse. This license is revocable by the Marina at any time without notice. The Marina has the right to cancel this contract and license for the Boat Owner's violation of the terms and conditions herein or any of the Beverly Port Marina Regulations and, in such an event, the Marina shall retain any and all payments by the Boat Owner, which shall be forfeited.
2. The Boat Owner agrees that the Marina shall have the right but not the obligation to relocate his boat while it is docked, stored or located within the Marina premises as the Marina shall deem appropriate, including but not limited to the right to move the boat and/or remove the boat from the water. The Boat Owner agrees to reimburse the Marina for charges accrued in connection with hauling the boat and returning the boat to the water at prevailing rates. Subject to the terms and conditions herein, the Boat Owner shall at all times have the full care, custody and control of his boat. The Marina, its servants or employees, when on the said boat or exercising its rights hereunder, shall be deemed to be the agent for the Boat Owner for such purposes. Under no circumstances shall this contract nor any action by the Marina be construed as having created a bailment between the Marina and Boat Owner.
3. Each of the parties hereto releases the other (and each person and legal entity claiming through each of them) from any and all liability or responsibility to the other (and each person and legal entity claiming through the other by way of subrogation or otherwise) by way of loss or damage to property caused by fire or other insured casualty even if such fire or other insured shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible, provided, however, that this Release shall be applicable and in force and effect only with respect to loss or damage accruing during such time as the releasors' policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair the coverage of such policy or prohibits the right of releaser to convey thereunder. Each party agrees that it will use its best effort to obtain or include such a clause or endorsement from its insurer so long as the same shall be obtainable without extra cost or if extra costs shall be charged therefor, so long as the other party pays such extra costs.
4. It is expressly agreed that all charges, costs and expense of carrying the boat to water from its place of storage, all repairs to said boat at any time, storage charges thereon, sale of materials thereto, and all other costs and expenses incident thereto shall create a Security Interest in said boat, her tackle, apparel and furniture within the application of Massachusetts Uniform Commercial Code—Mass. G.L. Chapter 106, Sec.9-102, for the benefit of Beverly Port Marina, Inc. ("the Marina") its successors and assigns. If the Boat Owner fails to pay the full amount owed to the Marina within 30 days of the date said amount is due, the Marina shall have the right to resort to all rights and remedies granted under the provision of Mass. G.L. Chapter 255 and the Uniform Commercial Code—Mass. G.L. Chapter 106, Sec.9 (including, without limitation, Sec. 9-504) including, but not limited to, the right of public or private sale. In the exercise of the right of private sale of said boat, her tackle, apparel and furniture, 21 days' written notice of the time and place of said sale shall be placed in a newspaper of general circulation in the City of Boston once a week for three successive weeks stating the time and place and describing the property in question. Notice published in such a Boston paper and notice sent to the Boat Owner may be concurrent. It is understood that the Marina shall first deduct and pay to itself from said price reasonable expenses of retaking, preparing for sale, selling and the like, reasonable attorneys' fees and legal expenses incurred by the Marina of any common law lien, statutory or admiralty liens by law, and it is expressly hereby agreed that a maritime lien, for any of the services set out above which are performed on said boat shall be created on said boat, her tackle, apparel and furniture, which maritime lien shall be enforced as an alternative remedy by the Marina, its successors and assigns in either Federal or State courts.
5. The Boat Owner is well aware that the consideration paid to the Marina for the dockage or storage of his boat is disproportionately small in comparison to the value of the boat and equipment involved, and the Boat Owner is well aware of the various types of risks that are involved and associated with dockage or storage of his boat on the Marina premises. Therefore, it is agreed that the boat and all other property of the Boat Owner, his employees, servants, agents, and guests, which may be brought on the Marina premises, during the term of this contract and any extensions thereof are at the sole risk of the Boat Owner, his employees, servants, agents, and guests, and Marina, its agents, servants and employees will not be liable for any loss of or damage to said property under any circumstances including, but not limited to fire theft, vandalism, water damage and any negligent acts or omissions and no withstanding any asserted or actual breach of this contract by the Marina to the extent permitted by law. The Boat Owner further agrees and does hereby, on behalf of himself, his heirs, assigns, executors, employees, servants, agents, and guests, during the term of this contract and any extension thereof, release, indemnify and save harmless the Marina, and its agents, servants, and employees from any liability for any loss or damage to the person or property of the Boat Owner, his employees, servants, agents, and guests, under any circumstances, including any negligent acts or omissions of the Marina, to the extent permitted by law, and the Boat Owner agrees on behalf of himself, his employees, servants, agents, and guests to assume the sole risk of any such loss or damage.
6. Services to be provided include:
 - YEAR-ROUND STORAGE—Includes haul-out, bottom wash and launch. Shore power is metered and billed monthly.
 - SUMMER SLIP STORAGE—Shore power is metered and charged to the Boat Owner.
 - SUMMER RACK STORAGE—Includes one launch and haul per day from May 1 through October 1; Launching by appointment only outside those dates. Summer-only rack customers must have boats removed from the building no later than later than October 14.
 - WET WINTER STORAGE—Shore power is metered and charged to the Boat Owner.
 - DRY WINTER STORAGE—Includes haul-out, bottom wash and launch.
 - PARKING—This contract entitles Boat Owner to use of **two** parking spaces. Any vehicle without a parking permit conspicuously displayed, or parked in fire lanes or zones, will be towed at owner's expense. All vehicles entering the Marina must be operated in compliance with posted signs and so as not to cause discomfort to others. Vehicles must be parked so as not to prevent free movement of yard equipment.
 - OUTSIDE CONTRACTORS- must have a minimum of a \$3,000,000 liability INSURANCE; must sign in and out of the Marina office and must pay \$5.00 per hour charge for parking, water, electric and other miscellaneous usage. Boat Owner agrees to be liable for any charges not paid by its outside contractor.
7. Shore power will be charged at the Marina's cost, plus reasonable administrative fees. A meter charge of \$75 per year will be charged.
8. Waiver of any conditions by the Marina shall not be a continuing waiver.
9. Delinquent charges of 1.5% per month (18% per year) will be assessed on past due balances, together with all costs of collection and attorney's fees. The Marina reserves the right to withhold launching services from any customer with an outstanding balance.