



2017 DOCKAGE / STORAGE LICENSE AGREEMENT & MARINA RULES AND REGULATIONS

LICENSE AGREEMENT

The term "Owner" shall include any person(s) firm or corporation owning a vessel, heirs, personal representatives and guests. Outermost Harbor Marine, LLC shall be referred to as "OHM".

1. **TIME PERIOD.** Summer dockage / storage period runs from May 1, 2017 – October 31, 2017. Winter storage period runs from November 1, 2017 – April 30, 2018. There will be no refunds for dockage/storage periods shorter than those stated above. Daily storage rates may apply to vessels stored beyond these dates. OHM may terminate this agreement for any reason upon written notice to the Owner. This agreement may be assigned by OHM to successor operating entities but it is not assignable by the Owner.
2. **REFUNDS.** If you cancel this agreement by the dates below, you will receive a refund as indicated less a \$100 processing fee. Before January 31st- 100%, February 1- February 28th 75%, March 1st-March 31st 50%, April 1st- April 30th 25%, May 1st or later- no refund
3. **DOCKAGE / STORAGE SPACE.** OHM reserves the right, at its sole discretion, to reassign, move or transfer the vessel from slip to slip. Every effort shall be made to assign Owner the space of his or her choice; however the rights of the other Owners, size of vessel and OHM's business judgment shall also be relevant factors in the assignment of space. OHM may refuse to rent space to any person for any reason. Rental of space for any given year does not guarantee availability of space for subsequent years. Space is not to be used by any other Owner or any other vessel other than the one specified in this agreement.
4. **PAYMENT.** Payments for all dockage/storage are due in advance. Payments for service are due upon completion of work. Unpaid balances will be assessed finance charges at the rate of 1.5% per month.
5. **NON-PAYMENT.** Owner hereby grants to OHM a lien on the vessel (including, but not limited to, state and federal statutory maritime liens and the Mass. Uniform Commercial Code, MGL Ch. 106; Section 9 without limitation) to secure any and all services and materials supplied by OHM during the term of agreement. Owner shall not remove vessel or equipment from the rented space until all charges have been paid in full. Vessel/motor shall not be released from OHM property until full payment for services is made and at the discretion of management.
6. **COMPLIANCE WITH APPLICABLE LAWS.** The vessel Owner and authorized user shall comply with all applicable laws, ordinances, rules and regulations of authority in the use and operation of the vessel in the vicinity of OHM. The vessel Owner specifically warrants that they and their vessel will comply in all respects with the Federal Water Pollution Acts with regard to the prohibition of the discharge oil, oily water and sewage. The vessel shall be equipped with all required safety and life saving devices required by law. *VESSEL OWNERS ARE RESPONSIBLE FOR OBTAINING AND DISPLAYING REQUIRED VESSEL PERMIT FROM THE CHATHAM HARBORMASTER'S DEPARTMENT, TELEPHONE 508-945-5185.*
7. **INSURANCE.** OHM is not responsible for, and vessel Owner agrees to hold OHM harmless against, loss due to theft, weather, accident, fire or any other cause except gross negligence, willful wrongdoing or recklessness on the part of OHM. All vessels berthed or stored in OHM or storage area will have and maintain in effect an "all risk" insurance policy, including hull insurance, in an amount at least equal to the value of the vessel and its contents, along with protection and indemnity insurance with limits of at least \$300,000 per incident for other damages. **Policies must have lay-up periods of no longer than December 1 – April 1. OHM is to be listed as Additional Insured and furnished a copy of Certificate of Insurance with coverage on both hull and liability.**
8. OHM requests you remove all of your personal belongings when storing your boat.
You may leave the following: Fenders, Safety Equipment, Lines, Cushions. Please remove all other items.
9. **INDEMNIFICATION.** Owner accepts any and all risk of loss, damage and injury associated with the use of OHM facilities. Owner shall defend, hold harmless and indemnify OHM from and against all liability, loss claims, damages, costs, attorneys' fees and expenses of whatever kind and nature resulting from the storage, repair or maintenance of their vessel by OHM.
10. **RULES & REGULATIONS.** The Marina Rules & Regulations are made part of this License Agreement by reference. The Owner hereby acknowledges that he/she has read and fully understands this License Agreement and the Marina Rules and Regulations:
11. **ACCESS TO AND RELEASE OF VESSELS.** No persons other than OHM employees will be allowed on any vessel without the Owner's express permission. Due to safety and insurance regulations only OHM employees may work on or around any vessel while in Storage on land on OHM property. No vessel will be released from Dockage or Storage without the Owner's authorization. At least one week's notice is required for removal of any vessel from Storage. Owners will be charged any extra moving required to remove vessel out of sequence.
12. **ALCOHOLIC BEVERAGES.** Open containers are not allowed on OHM shoreside property or docks at any time.
13. **AUTOMOBILE PARKING.** OHM provides parking for vessel Owners and is limited to two cars per vessel, no trailers. Parking permits must be displayed on rearview mirrors. Only those areas marked or designated by OHM staff for parking shall be used. No parking in the area of the utility pole outlined in yellow. The Owner/operator of the vehicle assumes all risks associated with parking at OHM. If the Owner/operator of a vehicle requests or requires that their vehicle be moved by OHM staff, this will be

- done at the sole risk of the Owner/operator. Furthermore, the Owner/operator agrees to extend all vehicle insurance coverage to OHM staff during such an event. Automobiles parked in violation of the rules may be moved at the Owner's expense and risk.
14. **BILGE PUMPS.** Automatic bilge pumps are mandatory for slip and mooring renters.
 15. **COMMERCIAL USE OF VESSELS.** Vessels operating for commercial use shall be assigned to slips only as available. Under no circumstance shall commercial activities be conducted by vessels occupying moorings or rack storage. Loading or unloading of passengers, gear, or fish by commercial vessels is prohibited at the gas dock or other common areas. All loading or unloading must take place from the vessel's assigned slip. Exceptions will be made at the vessel captain's request to OHM for special situations i.e. passengers with limited mobility.
 16. **COMMERCIAL VESSELS SPECIAL CONDITIONS.** Any vessel conducting commercial business must sign an indemnification agreement as well as carry additional insurance for their activities before engaging in such activities.
 17. **DISORDERLY CONDUCT.** Any willful violation of these rules and regulations, obnoxious or disorderly conduct by an Owner or guest that constitutes a breach of the peace, or might cause bodily injury, damage to property, or demean the reputation of OHM shall constitute grounds for removal from OHM and immediate revocation of License Agreement.
 18. **DOCK HOUSEKEEPING.** The dock walkways shall be kept clear of all vessel Owner's supplies, materials, accessories and debris. No vessel pulpits, anchor brackets, or other vessel structures shall overhang or obstruct the walkways.
 19. **DOCK USE.** Only assigned docks or berths shall be occupied. Unless otherwise accepted by OHM, all vessels shall be used for pleasure purposes. No commercial or business use shall be made of the docks or berths without expressed consent of OHM. Dock space specified for "OHM Use Only" must be kept open for OHM operations.
 20. **DUPLICATE KEYS.** Owner shall deliver to OHM duplicates of all keys required to access and operate his/her vessel. OHM shall enter vessel only for periodic inspection, requested repairs or in the event of emergency.
 21. **EXCHANGE OR SUB-LEASING OF BERTHS.** No swapping, exchange, subdivision or sub-leasing of berths shall be made except by OHM.
 22. **FIRE PREVENTION.** Marinas are exposed to the potential of fire and therefore it is the obligation of all marina users to use their best efforts to prevent the occurrence of fire. No open fires are allowed on vessels or docks within OHM. Refueling of vessels from the docks or other vessels is prohibited, (i.e. "jerry jugs") except as authorized at the fuel dock. The fuel dock is a no smoking area. Posted fuel dock rules will be followed when at or near the fuel dock. No blowtorches or other open flame devices shall be used for paint removal or other vessel repair use.
 23. **FISH CLEANING.** Fish cleaning is prohibited in OHM or its channel.
 24. **GARBAGE AND TRASH.** No garbage, trash or other debris shall be thrown, placed or discharged into OHM waters. All such waste materials shall be placed in appropriate marked containers provided by OHM on shore.
 25. **GUESTS.** Owners are responsible for, and will be held accountable for, their guests' compliance with Rules & Regulations at all times.
 26. **MOORING AND RACK STORAGE.** Mooring/ Rack Storage Owners requiring temporary tie-up are to use rack staging dock only and may not use other Owner slips, the gas dock, or space designated for OHM use only. Rack storage Owners may be assessed haul/launch charges for more than one launching per day. Mooring Owners' vessels left on docks during business hours will be removed to their mooring at the Owner's expense.
 27. **NOISE.** OHM is a recreational facility with many people in close proximity. Noise shall be kept to a minimum at all times.
 28. **OPERATION OF THE VESSEL.** Vessel Owners or their authorized representatives are responsible for the operation of the vessel in OHM area. The vessel shall be operated with due care and diligence to prevent injury to any person, damage to other vessels and/or OHM facilities. The vessel shall be operated in a safe and seaman like manner and in compliance with all applicable Rules of the Road and local ordinances. The vessel Owner shall be held liable for any damage or personal injury resulting from the operation or use of the vessel. Please inform the management if permission has been granted for the vessel to be used by a person other than the Owner.
 29. **OUTSIDE CONTRACTORS AND VENDORS.** Only outside contractors providing service not available from OHM will be considered. All outside contractors and vendors must obtain permission to work on any vessel in OHM. Any contractor or vendor granted permission to work in OHM must check in and out with OHM office for each day at OHM. Evidence of adequate insurance must be provided prior to the performance of any work.
 30. **PETS.** Pets must be leashed and under the direct control of their masters at all times. Pets shall not be allowed to relieve themselves on the docks or other OHM property. If pets cause a disturbance to other Owners they shall be required to be removed from OHM. Pets are not allowed inside any of the buildings at the marina.
 31. **RACK STORAGE.** OHM shall not be responsible for damage to thru hull fittings or transducers of any kind, which are mounted below the waterline. Please keep lines and fenders readily available so OHM staff may properly secure your vessel in different locations as necessary. Please leave outboard motors or outdrives in the DOWN Position when leaving your vessel.
 32. **RAMP USE.** Launching ramp is maintained for OHM hauling and launching operations only. *OWNER USE OF RAMP IS NOT PERMITTED.*
 33. **SAFETY OF CHILDREN AND GUESTS.** Young children and non-swimmers shall be encouraged to wear personal flotation devices on vessels and in and around the docks. A responsible adult must accompany children at all times. No running on the docks, horseplay, swimming or fishing is permitted in OHM. No one is allowed in vessel launching areas at any time.
 34. **SALE OF VESSEL.** Should you decide to sell your vessel, OHM will be glad to assist by providing Brokerage Services. No outside brokers are allowed on OHM property. Owner may not post signs on vessel. If you sell your vessel on your own while it is maintained on OHM property a marketing fee equal to 3% of the gross sale price will be due to OHM prior to its removal. Sale

to an immediate family is exempt. License Agreements are terminated without refund of pre-paid fees upon transfer of Ownership of any vessel.

- 35. **SANITARY FACILITIES.** OHM prohibits the overboard discharge of vessel sewage wastes. Shore side sanitary facilities are also provided for the convenience of marina users. Although OHM will provide cleaning services for the upland toilet facilities, every user is responsible for maintaining the cleanliness of the facility.
- 36. **SOLICITING.** Soliciting or advertising is not permitted in OHM.
- 37. **UNOCCUPIED BERTHS.** The vessel Owner shall notify OHM manager of any planned departure from OHM, which is in excess of 24 hours. OHM reserves the right to sub-lease unoccupied berths. OHM will endeavor to have the berth open for the vessel Owner's return if timely notification of return is made.
- 38. **VESSEL CONDITION.** All vessels shall be maintained in good, safe and seaworthy condition and shall not be allowed to become unsightly or be reduced to a dilapidated condition. Trash shall not be stored on deck nor shall laundry be hung from the vessel at any time.
- 39. **VESSEL IDENTIFICATION.** All vessels and trailers berthed or stored in OHM must be properly registered or documented as required by law. Registration numbers or name and hailing port, as applicable shall be prominently displayed according to the regulations of the issuing agency. OHM reserves the right to request a copy of the registration document to maintain on file in OHM office.
- 40. **VESSEL TIE-UP.** All vessels shall be properly secured to the docks with bow, stern and spring lines as necessary to provide a safe and secure connection to the dock. Lines shall be of a size suitable for the vessel and lines shall be maintained in good condition. If, in the opinion of OHM, a vessel is improperly secured, OHM may, at its discretion and without liability, refasten the vessel and charge for this service. Marina personnel will, without charge, be available to advise on the proper method of vessel tie-up.
- 41. **VESSELS IN STORAGE.** No tarps to cover vessels are allowed in storage areas. Shrink wrap or custom vessel covers are allowed.
- 42. **VIOLATION OF POLICIES.** If Owner violates any of the terms and conditions contained in these policies or those posted on OHM property, OHM shall have the option of terminating License Agreement upon ten (10)

Signature: _____ Date: _____

Owner Name(Print): _____ Vessel: _____

Address: _____

Email: _____ Tel.: _____