­­­­­­­­­­­­BELLE ISLE BOATYARD

1 Belle Isle Terrace

Winthrop, MA 02152

**WINTER ONLY Vessel Storage Agreement**

**11/01/2021 – 05/01/2022**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vessel Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Length: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Make / Model: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Year: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reg ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

A certificate of insurance valid through 05/01/2022 MUST be on file prior to boat delivery.

Insurance Co: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Policy Expiration Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RATES and FEES: $35 per foot for Winter Season (11/01/2021 – 05/01/2022).** Length = length over all from end to end including everything. Subject to measure by Boatyard applying this standard. If you do not remove your vessel on or before 05/01/2021, you will be charged $35 per day until the vessel is removed.

All payments due upon execution of this Agreement. Any returned payments as a result of non-sufficient funds, are subject to a minimum service fee of $25.00 plus the cost of bank fees incurred.

Belle Isle Boatyard reserves the right to refuse any contracts. The signature on this form confirms the vessel owner has read and agreed to both pages of this document and has received a copy for their records. The vessel owner shall be responsible for payment, together with all costs of collections (including reasonable attorney’s fees) incurred, for unpaid balances due for all storage and fees. Note: Vessel and its contents may be sold at Public Auction for failure to pay charges.

**THIS AGREEMENT IS NON-TRANSFERABLE AND DOES NOT CREATE A BAILMENT.**

Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Boatyard: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DEFINITIONS: The term **Owner** refers to the Vessel’s owner, owner’s agents, and/or representatives. The term **Vessel** refers to the vessel’s hull, equipment, and all other vessel related property of the Owner when stored at the Boatyard. The Owner agrees to abide by all rules and conditions of Belle Isle Boatyard referred to as the **Boatyard**, its owner, operator, and any affiliates or successors including those set forth in this Agreement or any of the general Boatyard rules as may be promulgated and posted; and the Boatyard reserves the right to cancel this agreement for violation of any of said rules and regulations, and to retain all amounts paid in advance.

This Agreement does not convey any interest in real property and is merely a license to use assigned yard space for storage of the Vessel.

TERM: The parties agree that the term of this contract is until 05/01/2021 and is not renewable.

STORAGE RULES: (a) All batteries must be disconnected; (b) no pressure washing bottoms of boats; (c) no Vessel shall be plugged into electricity overnight; (d) access by the Owner for any reason (including working on or repair of vessels) is allowed upon notice to Boatyard; and (e) all third parties (mechanics, winterizing companies) accessing vessels must be insured and a copy of their liability insurance certificate must be provided to Boatyard prior to commencing any work on any vessel.

RELOCATION: The Owner agrees that the Boatyard shall have the right but not the obligation to relocate his Vessel while it is stored or located within the Boatyard premises as the Boatyard shall deem appropriate. Subject to the terms and conditions herein, the Owner shall at all times have the full care, custody and control of his Vessel. The Boatyard, when on said Vessel or exercising its rights hereunder, shall be deemed to be the agent for the Owner for such purposes. Under no circumstances shall this Agreement nor any action by the Boatyard be construed as having created a bailment between the Boatyard and the Owner.

BOAT RAMP: If the Owner wishes to use the Boat Ramp, there is a fifty dollar ($50.00) Ramp Fee to the Boatyard. The Owner must make all arrangements to have boat hauled and launched by an insured company which shall assume all liability for the haul and launch. A copy of the company’s liability insurance certificate must be provided to the Boatyard prior to use of the Boat Ramp.

LIABILITY: Each of the parties hereto releases the other (and each person and legal entity claiming through each of them form 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 casualty shall have been caused by the fault or negligence of the 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 effect or impair the coverage of said policy or prohibits the right of releasor to reconvey thereunder. Each party agrees that it will use its best efforts to obtain or include such a clause or endorsement from its insurer so long as the same shall be obtainable without extra costs or if extra costs shall be charged therefore, so long as the other party pays such extra costs.

LAWS APPLICABLE: This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. It is expressly agreed that all charges, costs and expenses of carrying said Vessel to the water from its place of storage, all repairs to said Vessel 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 Vessel, her tackle, apparel and furniture within the application of the Massachusetts Uniform Commercial Code – MGL Chapter 106, Section 9 (including without limitation Section 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 Vessel, her tackle, apparel and furniture, twenty-one (21) days’ written notice of the time and place of said sale shall be mailed to the Owner at the address listed in this contract by registered mail; and notice of said sale shall be placed in a newspaper of general circulation in the Town of Winthrop once a week for three successive weeks stating the time and place and describing the property in question. Notice published in such a Winthrop paper and notice sent to the Owner may be concurrent. It is understood that the Boatyard 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 Boatyard, as well as the debt owed. The remainder of said proceed shall then be paid over as provided by Massachusetts law. The aforesaid remedies shall not exclude the creation or exercise by the Boatyard 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 Vessel shall be created on said Vessel, her tackle, apparel and furniture, which maritime lien shall be enforced as an alternative remedy by the Boatyard, its successors and assigns in either the Federal or State courts.

NOTICE: The Owner shall notify the Boatyard in writing of any change of the Owner’s address or contact information.

RISK: The Owner acknowledges and agrees that the consideration paid to the Boatyard for the storage of his Vessel is disproportionately small in comparison to the value of the Vessel and equipment involved, and the Owner is well aware of and accepts the various types of risks that are involved and associated with the storage of his Vessel on the Boatyard premises. Therefore, it is agreed that the Vessel and all other property of the Owner, his employees, servants, agents and guests, which may be brought on the Boatyard premises is at the sole risk of the Owner, his employees, servants, agents, and guests. For the avoidance of doubt, the Owner expressly acknowledges and agrees that the Boatyard, its agents, servants, and employees will not be liable for any loss or damage to such Vessel and said property under any circumstances including, but not limited to fire, theft, vandalism, water damage, storm damage and damage occurring for any acts of God, sinking, capsizing, pollution, and damage from other Vessels, and the Owner hereby waives any and all such claims against the Boatyard, its officers, directors, managers, employees, agents, and attorneys which may be asserted by the Owner including, without limitation, all claims concerning any negligent acts or omissions and notwithstanding any asserted or actual breach of this Agreement by the Boatyard, to the extent permitted by law. The Owner further agrees and does hereby, on behalf of himself, his heirs and executors, employees, servants, agents, and guests, during the term of this Agreement or any extension thereof, release, indemnify, and save harmless the Boatyard, its agents, servants, and employees from any liability for any loss or damage to the person of the Owner, his employees, servants, agents, and guests, under any circumstances, including any negligent acts or omissions of the Boatyard, to the extent permitted by law, and the Owner agrees on behalf of himself, his employees, servants, agents, and guests to assume the sole risk of any such loss or damage.

FEES: All charges unpaid after 30 days are subject to 1.5% interest per month and must be paid before removing Vessel from the yard or water. After 60 days, an additional late fee of $25 per month will be charged. A minimum of $25 charge plus bank fees will be assessed for returned checks. If a law is finally interpreted so that the interest or other charges collected or to be collected exceed the permitted limits allowed by law, then any such interest or charge shall be reduced by the amount necessary to reduce the charge to the permitted limit. The Owner shall be responsible for all costs of collection, including reasonable attorneys’ fees.

INSURANCE: The Owner does hereby warrant and represent to the Boatyard that he now has and shall throughout the term of this Agreement and until the Vessel is removed keep and maintain in full force and effect insurance on his Vessel and the equipment thereon, insuring the Owner against loss from fire, theft, upset and other perils now or hereafter customarily contained in and all-risk Marina / Boatyard policy.

The undersigned (“Owner”) represents that he is the Owner of the Vessel described herein, and has read this entire document and accepts all terms and conditions. He further certifies that he has read the Boatyard General Rules (if applicable) and received a copy for his record, understands them, and will comply with them. This contract is accepted once fully completed, signed and paid in full. It is agreed that this contract can be altered, modified or amended only by an instrument in writing signed by Boatyard and the Owner.