

**YANKEE MARINA & BOATYARD**  
**2008 Lease Contract for Dock Space**

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TOWN \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
PHONE (res.) \_\_\_\_\_ (bus.) \_\_\_\_\_  
BOAT NAME \_\_\_\_\_ REG.NO. \_\_\_\_\_  
BOAT TYPE \_\_\_\_\_ COMBINATION/KEY \_\_\_\_\_  
L.O.A. \_\_\_\_\_ BEAM \_\_\_\_\_ DRAFT \_\_\_\_\_  
UTILITY RATES: \_\_\_\_\_ 30 amp - \$175.00/season \_\_\_\_\_ 50 amp - \$325.00/season

**In consideration of payment of current dockage charges, Yankee Marina, Inc. (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 May 1, 2008 to October 15, 2008.**

- 1) 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 will verify and invoice the overall length of the boat. After May 1, outstanding balances will be charged interest at the rate of 1.5% per month (18% annually). The Marina reserves the right to charge a non-storage premium for dock space.
- 2) 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 Lessee or the Lessee's guests 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's fees, from any liability arising from Lessee's, or Lessee's guests' 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 in part, to Lessee, or Lessee's guests and crew.
- 3) After the start of the lease period, a refund will not be allowed for unused space.
- 4) Lessee shall notify the Marina when he/she expects to have the boat out of the slip for more than three days. The Marina reserves the right to use the slip at its discretion during this period.
- 5) No transfer of slip or subleasing privileges will be allowed.
- 6) 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).
- 7) 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's property, and the Marina does not assume any responsibility or liability for damage to Lessee's vessel or property.

- 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 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 attorneys' 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 Marina's office prior to commencement of work, and must sign in and out at 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 Marina's facilities.
- 9) No swimming, fishing, or diving is permitted from Marina floats.
- 10) No dinghies shall be hauled up and stored on Marina floats.
- 11) The Lessee agrees to abide by such rules and regulations as Marina may establish for the safety, benefit, and convenience of all Marina Lessees.
- 12) The terms and conditions shall apply whenever the boat is docked at the Marina in return for dockage charges.
- 13) The Marina may revoke this lease if the Marina considers it in the best interest of the Marina and/or its lessees. A prorated rebate will be made to the Lessee who must remove his/her boat immediately on notice of revocation.
- 14) This contract is not bailment of the Lessee's boat, but supervision and maintenance of the waterfront area.
- 15) No vessels shall be launched or berthed at Marina until all outstanding bills have been paid or satisfactory arrangements have been made with Marina.
- 16) No fires shall be permitted on Marina property, including, but not limited to, docks and floats.
- 17) 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.
- 18) All shorelines, adapters and dockside male plugs **MUST** be equipped with an acceptable ground weatherproofing in accordance-recognized standards, e.g. Article 555 of the National Code. In 220v/50 amp systems, the neutral leg does **NOT** constitute a ground.
- 19) 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 or as a result of the use of any electrical appliance(s).
- 20) Overboard discharge of heads or holding tanks within Marina, other than at Marina's discharge facilities, is strictly forbidden.
- 21) Lessee recognizes that Marina does not provide any security protection, and assumes no liability or responsibility for the safety of Lessee's vessel or property during the course of this Agreement.
- 22) This lease agreement ends on October 15, 2008. Any vessel not removed from the docks by that date may be billed \$10 per day.

**Lessee's Signature** \_\_\_\_\_

**Date** \_\_\_\_\_