

2021 MOORING SPACE RENTAL AGREEMENT

Between: RINGS ISLAND MARINA, LLC or its successors and assigns (referred to herein as "Rings Island Marina" or "Marina"), 14 First Street, Rings Island, Salisbury, MA 01952, (978) 465-0307 (**please mail all correspondence to P.O. Box 1480, Newburyport, MA 01950**), and

Renter's Name: _____ (referred to herein as "Renter" or "Owner")

Address: _____ Phone: _____ Date: _____

Email address: _____ Cell: _____ Fax: _____

For a period from: **MAY 15, 2021** to **OCTOBER 15, 2021** (rental period). This is an agreement to rent space (no bailment is created), on which is to be placed, entirely at the boatowner's risk, the following (and only the following):

Name of Boat: _____ Make & Model: _____ Type: Sail Power

Registration No: _____ LOA: _____ / Draft: _____ FEET

For the amount of

\$2600.00

Property not removed by the expiration of the rental period will be charged for use and occupation on a daily basis at the rate of \$25.00 per day, and shall be subject to the Abandonment Clause of this Agreement.

50% Deposit Due December 15, 2020 = \$ _____ Date Pd/Check # _____

50% Balance Due April 15, 2021 = \$ _____ Date Pd/Check # _____

1. This agreement is for the use of mooring space only. It is for the rental of space for a leisure craft only. Such space is to be used at the sole risk of the owner. Rings Island Marina shall not be liable for the care or protection of the boat including her gear, equipment and contents, or for any loss or damage of whatever kind or matter to the boat, her contents, gear or equipment. In the event of a severe storm the Owner agrees to follow instructions from the Marina, including the laying of additional anchors, mooring lines, or may require all boats to be removed from the docks. If the owner is unable, cannot be contacted, or refuses to do so, these tasks may be performed by the Marina and the Owner agrees to pay any related reasonable fees.

In case of emergency, notify: _____

2. Mooring occupants are responsible for any and all discharges originating from their vessels. If an Owner Lessee is found to have negligently discharged waste, fuel or oil within the marina waters or on land, this shall be cause for immediate removal from the marina of the boat in question. Swimming, diving, or fishing (on the docks or off boats tied to the docks) is not permitted by the Marina.

3. The Owner may not place his boat on Marina property unless all fees for the year are paid in full prior to docking. Sub-leasing of mooring space is not permitted.

4. Noises shall be kept to a minimum at all times. Guests should use discretion in the operation of engines, generators, radios and television sets so as not to create a disturbance. Charcoal stoves and open fires will not be permitted on the boats and docks. Leash all pets.

5. Mooring occupants are allowed **one** dinghy at our dinghy dock. All tenders must display a valid waterways permit, as deemed necessary by the Town of Salisbury. All tenders must be removed on or before October 15th of the season in which the mooring is rented.

6. **Vessel owner assumes responsibility for mooring lines, chafing gear and their maintenance.** Any broken or inadequate mooring lines will be replaced by the Dockmaster and charged to the vessel. On masted vessels, all halyards must be tied away from the mast before leaving the vessel.

7. No insurance is carried by Rings Island Marina on Owner's boats or other property. Dockage thereof is accepted at the sole risk of the Owner, and the Owner hereby releases Rings Island Marina from any and all claims for loss or damage however caused. The Owner agrees and warrants that the boat will not be left for storage in a condition to be a fire hazard and further agrees to carry adequate and appropriate insurance coverage during the period of this Agreement. Renter's Insurance Company: _____

8. The Owner or anyone in privity with the Owner agrees to indemnify and hold harmless Rings Island Marina for any personal injury or death suffered or any consequential damages resulting from any such personal injury for any guest, family member, mechanic or other agent of the Owner. The Owner agrees to pay any and all costs associated with such claims, including, but not limited to, any damage, judgment, interest, or attorney fees. The Owner agrees to promptly notify the Marina of any injury or other occurrence which could result in a claim against Rings Island Marina. The Owner agrees and covenants that he/she will defend, indemnify and save the Marina harmless from any and all such claims.

9. Any amount due hereunder and not paid in full within 30 days of demand shall carry interest at a rate of 1½% per month (18% per annum).

10. In the event that any amount due hereunder shall remain unpaid for a period of thirty days, Rings Island Marina shall be entitled to pursue all remedies available to it including enforcement of the lien granted by M.G.L. Chapter 255, Sections 14 and 14A. If the Marina shall employ an attorney to collect any balance due hereunder, including any actions upon liens against the Vessel, reasonable attorneys' fees shall be paid by the Owner as part of the damages of the Marina in addition to any other balances due for principle and service charges.

11. The Owner shall not remove the boat from the Marina until all sums due the Marina are paid in full.

12. The provisions of this Agreement shall be binding upon Rings Island Marina, the Owner and their successors, heirs or assigns.

13. This agreement is a Massachusetts contract and shall be governed and enforced under the laws of the Commonwealth of Massachusetts.

14. This Agreement shall be executed in two or more counterparts, each of which shall constitute an original without the necessity to account for the others.

15. The breach of any term or condition hereunder or any rule or regulation of Rings Island Marina shall constitute a default and entitle the Marina to demand the immediate removal of the boat. If the Owner does not cause the boat to be removed within five business days of demand, Rings Island Marina shall be entitled to remove the boat to another location at the Owner's expense. Rings Island Marina shall be entitled to retain any and all payments received in advance from the Owner in full and shall be entitled to any other remedies available to the Marina as liquidated damages. The Owner shall be liable for all reasonable attorneys' fees incurred by the Marina as part of Marina's damages.

16. Abandonment Clause. The Marina is to have no responsibility to provide space for, maintain, or obligation of any kind toward this boat on any date after the rental period has expired. It is entirely the Owner's obligation to see that this boat is removed from the Marina premises on or before the expiration of the Rental period. In such case as the boat is still here after the expiration of the Rental period, the owner will be contacted by mail at his address as given on this contract. The Owner will have fifteen (15) days from the date of mailing to remove the boat and it is agreed that the boat may thereafter be disposed of in any further way that the Marina sees fit. The cost of such disposal will be billed to the Owner and must immediately be paid. All values in salvage or sale of the boat or any of its parts shall become the property of the Marina. The owner further waives any requirement of statute law, or rule of court, that prior notice be given as condition of arrest of the Vessel pursuant to any in rem action which the Marina brings and stipulates and agrees that the Marina shall be entitled to be appointed custodian of the Vessel and to keep the Vessel for such purposes at its own facilities in the Commonwealth of Massachusetts, subject to the usual and customary expenses for similar services pending a final determination of such litigation. Owner is responsible for all reasonable attorneys' fees incurred by Marina due to Abandonment.

17. The Marina shall have no obligation, financially or otherwise, to reimburse fees to the Owner if Owner removes the vessel or otherwise wishes to discontinue membership after the date of this contract's commencement, for reasons including, but not limited to, sale of Owner's vessel, financial hardship, personal issues, etc. The Owner further agrees that no outside contractor or boat broker will work on or show the Vessel while it is at the Marina without first checking in and submitting a current insurance certificate to the Marina office.

I have read the above Space Rental Agreement and I understand and agree to terms and conditions set forth on the pages I have received.

Accepted: _____
Name

Date

Please submit a copy of your boat's insurance binder with your signed contract for our files. An updated copy is required at each renewal period.