

RETURN THIS PAGE TO OFFICE**2021 Dock Agreement**

Harborview, LLC DBA Fleet Marina 226 Popes Island

Mailing Address: 20 Blackmer St New Bedford, MA 02744

Phone: (508) 984-3900 | Website: www.fleetmarina.com | WIFI Password: Fleet226\$\$

Slip Assignment # _____

TENANT/BOAT OWNER INFORMATION

Owner's Name: _____

Home Address: _____

Mailing Address: (if different) _____

Home Phone: _____ Cell: _____ E-Mail: _____

Emergency Contact & Phone: _____

VESSEL INFORMATION

Name of vessel: _____ Make of vessel: _____

Length overall: _____ Beam: _____ Draft: _____

INSURANCE INFORMATION

- A valid certificate of insurance **MUST** be provided **prior** to the use of the marina.
- Harborview LLC DBA Fleet Marina **must** be named as additional insured (example on last page).

RATES & PAYMENT INFORMATION

1. **DAILY 1-4 DAYS \$2.25** X Length _____ X # OF DAYS _____ = \$ _____
2. **DAILY 5-7 DAYS \$2.00** X Length _____ X # OF DAYS _____ = \$ _____
3. **IN SEASON** (May 1- Oct 31) Length _____ X **\$105**= _____ /SEASON divided by 6 MO=\$ _____ /MO
4. **OFF SEASON** (Nov 1- April 30) Length _____ X **\$70**= _____ /SEASON divided by 6 MO = \$ _____ /MO
5. **YEARLY** IN SEASON TOTAL _____ + OFF SEASON TOTAL _____ = \$ _____ /YR
6. **COMMERCIAL VESSELS FLOATING** 75ft & UP **\$1,450/MO** | 50ft-74ft **\$1,100/MO** | 50ft & under **\$800/MO**
7. **COMMERCIAL VESSELS FIXED** 75ft & UP **\$1,015/MO** | 50ft-74ft **\$770/MO** | 50ft & under **\$560/MO**

Estimated Date Boat Will Arrive at Dock: _____ Estimated Date Boat Will Leave Dock: _____

Payments must be made in full by the first of the month or a fee of 1.5% per day will be assessed.**BOAT OWNER (Signature):** _____ **DATE:** _____

All deposits or slips paid in full are non-refundable. This agreement is made and entered into subject to Fleet Marina Rules & Regulations of Lease Agreement which are incorporated herein and made a part of the Agreement as if set forth fully herewith. The Tenant/owner acknowledges that he/she has read and understands the Rules and Regulations of Lease Agreement

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TERMS OF AGREEMENT

Fleet Marina grants to boat owner a license for the use and occupancy of (a) the Marina Facility in common with others and (b) the Berth referred to above, an open berth which is subject to the following terms and conditions:

1. **LICENSE FOR USE AND OCCUPANCY AND FEES; TERM:** Boat owner shall pay the Fees to the Marina for the use and occupancy of the Berth, together with provided utilities and use of adjacent areas. (Payable to Harborview LLC at 20 Blackmer Street New Bedford, Ma. 02744). This agreement shall create a license to use the Berth and other Marina facilities at 226 Popes Island New Bedford, Ma. 02740 (the "Marina Facility") in common with others as provided herein and shall not be considered either a tenancy or a bailment.

2. **AMENDMENT OF TERMS AND CONDITIONS; RULES & REGULATIONS:** Fleet Marina reserves the right to alter or amend the terms and conditions of this License Agreement, and to issue the rules and regulations from time to time by:
 - a. Written notice to Boat Owner

3. **BOAT OWNER'S LIABILITY; INDEMNITY OF FLEET MARINA:** Boat Owner covenants to exercise due care in occupation of the assigned Berth and to vacate the Berth in good condition, wear and tear occasioned by normal use only excepted, at the termination of the within license. Boat owner shall be responsible for, and agrees to reimburse Fleet Marina for, all damages, injuries, loses, costs and expenses, including attorney's fees, which may be suffered or incurred by Marina to extent that any such damage results from the actions or omissions of Boat Owner, his, her or its employees, guests, invitees, agents or contractors in use of the Berth and Marina Facility pursuant to this agreement. Boat Owner shall indemnify, defend and hold Fleet Marina harmless from and against all claims, actions proceedings, damages (including but not limited to the hull and propeller), and liabilities, including attorney's fees, arising from or connected with Boat Owners use and occupancy of the Berth and use of the Marina Facility, including without limitation any environmental damage caused by spillage or disposal of fuel, oil, sewage or other hazardous material. All boats berthed at Fleet Marina Facility **must be insured** with a yacht policy with a responsible insurance company reasonably acceptable to the Marina, which coverage includes:
 - A valid certificate of insurance (declarations page is not acceptable).
 - On the certificate of insurance Harborview LLC, DBA Fleet Marina **must** be named as additional insured and as the certificate holder under the endorsement section.
 - Boating Liability (Protection and Indemnity), \$300,000 minimum.
 - Pollution Buyback or Fuel and Other Spill Liability \$997,100 minimum
 - (as of MARCH 2021 federal government provision).

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4. **LIMITATION OF MARINA'S LIABILITY:** Boat Owner acknowledges that he, she or it has inspected the assigned Berth and is satisfied that the Berth is adequate for the safe mooring of the Boat. This contract is not a bailment of the Boat Owner's Boat but is a license for the use and occupancy of the Berth and other Marina Facilities hereunder. Harborview LLC DBA Fleet Marina assumes no responsibility for tending mooring lines or moving boats from the berths to which they are assigned. The boat owner agrees that Fleet Marina shall not be liable or responsible for the care and protection of the Boat (including gear, equipment, and contents) nor for any loss or damage of whatsoever kind or nature to the Boat, its contents, gear, or equipment, howsoever occasioned.

5. **BOAT OWNER'S RESPONSIBILITY:** Boat Owner acknowledges that Fleet Marina is not a bailee, but acknowledges that Marina will have a lien against the Boat, its tackle and equipment with respect to all charges incurred hereunder and shall have the right and authority to retain possession of the boat until such charges are paid and/or if Boat Owner fails to claim and remove the Boat from the Berth or other area of the Marina Facility after the end of the term of this License or after Marina's reasonable request to do so. Marina is hereby authorized by Boat Owner to sell the Boat at public or private sale upon reasonable notification to Boat Owner at Boat Owner's home address as listed in this agreement. If Marina is unable to sell the Boat, the Marina may dispose of the Boat in a reasonable manner with no liability on Fleet Marina's part to Boat Owner. Further, the parties agree that if notice is given by mailing, as stated above, and there is no response within thirty (30) days, Fleet Marina may treat the Boat and its equipment as if they have been abandoned and proceed to sell or otherwise dispose of the Boat as set forth above.

6. **DISORDERLY CONDUCT:** Boat owners are fully responsible for any disorderly conduct of themselves or their guest and are subject to immediate dismissal and termination of License with no refund.

7. **ACTIVITY:** Running, swimming, fishing, diving, riding of bikes, roller blades, skates, skateboards, or scooters are not allowed on docks. **Children under 12 years of age must always wear flotation gear.**

8. **AIR CONDITIONERS:** must not be left on when boat is not occupied. Failure to comply with this provision shall result in a monetary penalty of \$100.00. In the event three violations are assessed said violator will lose license with no refund.

9. **USE:** Boat Owner shall use the Boat for pleasure and recreation only. **No Air BnB / VRBO or Vacation Rentals of boats of any kind permitted within the marina.** Tenants found to be in violation of this will be reported to the City of New Bedford Police, and will be in violation of their lease agreement.

10. **COMMERCIAL USE:** The use shall be limited to day fishing charters from the Fleet Marina Facility. All preparation, fishing activity, cleaning and any other activity associated with the day charters shall be conducted either on the Boat or outside of the Fleet Marina Facility. Customers shall not be permitted to remain on the Boat overnight and Boat Owner's commercial use as a charter fisherman shall be strictly on a day-to-day basis.

STORAGE ON PIERS: Boat owner shall keep berthing space and adjacent pier area clean and litter free and nothing shall be stored thereon without the prior written permission of the Marina. Example: Dock boxes, steps, etc.

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11. **RESIDENCE:** No boat berthed at the Marina shall be used as a residence, unless specifically authorized in writing by Marina.
 12. **TOILET FACILITIES:** Discharging waste into the harbor is strictly prohibited.
 13. **MOORING OF BOAT:** Boat Owner always shall insure that the Boat is safely moored with lines, fenders and the like adequate for weather conditions.
 14. **MOVEMENT OF BOAT:** The Boat shall only be operated in and about the Fleet Marina Facility at the minimum speed necessary to attain steerage way. No cruising in the Fleet Marina Facility area shall be permitted, and the Boat shall be removed from the area of the Fleet Marina Facility immediately after undocking.
 15. **AUTOMOBILES:** Fleet Marina maintains a parking lot for use by the Boat Owners at risk of the vehicle's owner. Boat Owner is entitled to leave one automobile in the designated area in the Marina parking lot while on board the Boat.
 - a. There shall be no overnight parking in the Fleet Marina parking facility for customer's motor vehicles; no more than three (3) motor vehicles belonging to Boat Owner's customers may be parked in the Marina parking facility at one time. Please respect our loading zone. Vehicles will be towed at owner's expense unless properly loading or unloading.
 16. **MAINTENANCE:** Only ordinary, light maintenance shall be permitted on the boats in the Fleet Marina Facility. No employment from any outside commercial labor is allowed or permitted and is considered a violation of this license agreement.
 17. **HAZARDOUS ACTIVITIES:** Spray painting, welding, and burning are strictly prohibited in Fleet Marina. Fuel cans are not permitted in the Marina Facility. Boats may not be fueled in the Marina Facility. There are to be no charcoal fires, use of torches, toxic removers, gas grills, open fires or any hazardous equipment within the Fleet Marina Facility at any time, including on the piers, berthing fingers, parking areas or aboard boats.
 18. **UTILITIES:** Fleet Marina reserves the right to charge Boat Owner for use of electricity and /or water. Further, the Marina is not responsible for any interruption in utility service.
 19. **SHIFTING BOAT IN OWNER'S ABSENCE:** The Boat Owner hereby authorizes Fleet Marina to remove the Boat from Berth whenever Fleet Marina deems necessary for safety or for maintenance of the Fleet Marina Facility. Boat Owner releases and saves Fleet Marina and its servants, agents, and employees harmless from any liability or damage arising out of such activity. Boat Owner will provide Fleet Marina with a set of main door, hatch, and ignition keys for emergency use. If the boat must be towed it will be at the owner's expense.
- MAINTENANCE OF MARINA:** Boat Owner shall immediately notify the Marina of the necessity of repairs or of any dangerous conditions requiring attention. Boat Owner shall not alter piers or berthing fingers in any way.

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20. **WAIVER OF TERMS AND CONDITIONS:** No failure of Fleet Marina or its employees to enforce any of the terms and conditions of this License Agreement shall be considered to be a waiver of such term or condition in the absence of an express written waiver by Fleet Marina.
21. **SUBLET and LEASING:** Boat Owner shall not sublet or assign the Berth licensed herein. Fleet Marina reserves the right to rent all slips when they are vacant for 2 or more days. It is the responsibility of the License Holder to notify Fleet Marina of departure and return dates.
22. **COMPLIANCE WITH LAW:** Boat owner shall comply with, and the same are incorporated herein, all Federal, State and local statutes and regulations, including without limitation any imposed by the city of New Bedford Board of Health and rules and regulations of the Marina, while berthed or otherwise docked at Fleet Marina. Should the Federal, State, or local government impose any fee or charge for the berth, this fee shall be added to the seasonal charged above.
23. **EMERGENCY REMOVAL:** In the event of hurricane or other severe weather warning, Fleet Marina may direct that Boat Owner remove the Boat from the Berth licensed herein. In the event of failure to remove the same, Fleet Marina may remove the Boat at owner's expense without liability for any damage which results from any cause.
24. **TERMINATION FOR VIOLATION:** If Boat Owner violates any of the terms or conditions herein stated or the rules and regulations promulgated hereunder, Fleet Marina may cancel this License Agreement upon ten (10) days written notice to Boat Owner mailed by regular mail to the home address listed herein, and Boat Owner shall forthwith remove the Boat from Fleet Marina Facility. If Fleet Marina determines that Boat Owner's failure to comply with the terms of this agreement and/or the rules and regulations of Fleet Marina results in an emergency condition, environmental or otherwise, Fleet Marina may remove the boat from the Marina Facility at Boat Owner's sole cost. If the Boat Owner does not comply with the terms of this paragraph, Fleet Marina may exercise its remedies set forth in paragraph 5, above.
25. **AUTHORITY:** The Boat Owner signing this License Agreement represents that he, she or it is the owner of the Boat and/or is the duly authorized representative of the Owner of the boat and is authorized and empowered in all respects to enter into this License Agreement which shall be enforceable against the undersigned, the Owner and the Boat, as the case may be.

INSURANCE: Boat Owner shall maintain with responsible companies approved by Fleet Marina comprehensive general liability insurance, Jones Act Insurance, Longshoremen and Harbor-workers' Act coverage and all other appropriate insurance with respect to the fishing charter business being conducted from Fleet Marina. Such coverage shall include liability and independent contractors' coverage with broad form endorsement, arising from, relating to or in any way connected with the conduct and operation or the Boat Owner's fishing charter business at Fleet Marina or caused by acts, negligence, or omissions to act of Boat Owner, Boat Owner's agents,

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servants, employees, contractors, licensees, invitees and customers, naming Harborview, LLC DBA Fleet Marina as additional insured on said policy or policies. Prior to commencing any commercial operation hereunder, and in all events prior to Fleet Marina providing Boat Owner with a signed copy of this Addendum, Boat Owner shall provide Fleet Marina with duly executed duplicate of said insurance policy or policies covering Harborview, LLC DBA Fleet Marina as a named insured (or certificate thereof) with satisfactory evidence of payment of the premium, therefore. All said insurance shall be in a form with deductibles reasonably satisfactory to Fleet Marina and shall provide that such insurance shall not be subject to cancellation, termination or change except after at least thirty (30) days prior written notice to Fleet Marina. In the event of such cancellation, termination or change, the commercial use permitted under this Addendum shall immediately cease.

- A valid certificate of insurance (declarations page is not acceptable).
- On the certificate of insurance Harborview LLC, DBA Fleet Marina **must** be named as additional insured and as the certificate holder under the endorsement section.
- Boating Liability (Protection and Indemnity), \$300,000 minimum.
- Pollution Buyback or Fuel and Other Spill Liability \$997,100 minimum
- (as of MARCH 2021 federal government provision).

26. **INDEMNIFICATION:** The Boat Owner shall save Fleet Marina harmless and indemnify Fleet Marina for all injury, loss, claims or damage of whatever nature to any person or property in or about the Fleet Marina Facility arising directly or indirectly or related in any other manner with the use of Fleet Marina Facility for fishing charter business purposes or for the conduct or operation of the Boat Owner's fishing charter business at Fleet Marina Facility or from any act, omission or negligence of the Boat Owner or Boat Owner's agents, employees, contractors, suppliers, licensees, invitees, customers or any of the foregoing.
27. **NON- ASSIGNABILITY:** Fleet Marina's permission for Boat Owner to use the Fleet Marina Facility in the manner set forth in the License Agreement and in this Addendum is non-assignable.
28. **DELINQUENT ACCOUNTS:** **We do not send out monthly invoices for rent unless requested.** Payments are due on the 1st of each month and are late if not received by the close of the business day on the 7th. Late fees will be posted if payment is not received, and these fees are NOT negotiable. If fees are 15 days in arrears, the Marina reserves the right to remove a boat from its slip at the boat owners' expense and deem that slip vacant and available for lease. **All payments are NON-REFUNDABLE.**