

PennyBridge Marine

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2016

SUMMER DOCKAGE AGREEMENT

THIS AGREEMENT MADE ON _____, BETWEEN PENNYBRIDGE MARINE, INC., AND THE FOLLOWING OWNER:

NAME: _____

ADDRESS: _____ EMAIL: _____

HOME PHONE: _____ CELL PHONE: _____ BUSINESS PHONE: _____

EMERGENCY CONTACT #: _____ BOAT NAME: _____

BOAT YEAR & MAKE: _____ DMV REGISTRATION #: _____

TERMS OF CONTRACT

The Summer Dockage Agreement is between PennyBridge Marine, Inc., hereinafter known as "PBM", and the above described owner(s), hereinafter known as "the tenant".

TERMS: This agreement is simply that of landlord and tenant. PBM and its employees are not responsible or liable for any accidental damage or loss of the above described boat, its tackle, gear, equipment, property or anything else aboard or on the premises. The tenant agrees not to hold PBM responsible for any loss, damage or legal liability and agrees to compensate PBM for any harm, liability, or loss arising out of this agreement. PBM and/or its employees shall have no obligation to the tenant except to provide the slip space as described herein. All lines and bumpers for the slip space shall be provided by the tenant at his/her expense. PBM will provide water and electric at the slip space. It is understood that the slip space is rented solely for the use of the above described tenant and no other boat or owner may sublease or use slip space without written permission of PBM. This agreement is not for the boat storage and the tenant shall not hold PBM liable in any manner for the safe keeping or condition of the boat. The tenant gives permission to PBM and its employees to operate the boat, should the need arise. Please inquire at the office for information on the use of refrigerator, heating units, electric motors, etc., being used on boats at slips. PBM reserves the right to charge the tenant for the use of electric.

SEASON: The Summer Dockage Season is understood to be from May 1st to October 15th of the contract year. This agreement is for one season only and it is agreed that PBM is not obligated to provide the tenant with a slip space for the future seasons. All slip spaces must be vacated on or before October 15th of the contract year. Any boats remaining in the slip after November 1st, may be hauled out of the water and have the engines(s), system(s) and equipment winterized at the tenants expense. The tenant agrees to pay for any and all hauling, storage, and winterizing costs for the prevailing rate at the time the boat is hauled. The tenant also agrees to abide by all the terms and conditions in the winter storage agreement offered by PBM which is to be considered an extension of this agreement if the tenant does not vacate by the above state date.

OVERBOARD DISCHARGE: No overboard discharge of any kind is allowed. Bathrooms on land are for your personal use. Your corporation in helping keep these rooms clean is greatly appreciated.

GARBAGE: All trash and garbage must be put into the appropriate containers. If containers are full, please notify the office as soon possible.

FUELING: The fueling of boats in the marina is STRICTLY PROHIBITED, due to Local Fire and Safety Regulations.

FOR SALE SIGNS: No personal "FOR SALE" signs are allowed to be posted on boats while in the marina, and unescorted prospective buyers will not be permitted in the marina to view boats.

PETS: All pets must be leashed at all times and picked up after.

BOAT WORK: No outside subcontractors of any kind shall be permitted to work on any boat without written permission of PBM. If permission is granted subcontractors must provide a copy of insurance to PBM. The tenant is not permitted to sand, paint, or remove paint from their boat while in the slip space without permission by PBM. The use of torches, paint sprayers, unapproved heating units or any equipment of a hazardous nature will not be allowed on boat(s) or on the premises. The tenant and his/her guests shall use every precaution possible to prevent fire and accidents. There are to be no obstacles left on the dock to create hazards to other people using the docks. All water hose(s) are to be disconnected after use.

SALVAGE: If the tenant's boats should sink while in the marina, the tenant must, at once, have the boat raised. If the boat is not raised within ten (10) days, PBM may, if it wishes, have it raised and bill the boat owner for the cost of doing so.

INSURANCE: The tenant agrees that he/she will keep the boat fully insured, including hull coverage, indemnity and/or liability insurance for the duration of the season. The tenant is to provide a current copy of their insurance policy prior to the start of the season and it is the tenant's responsibility to notify PBM of any changes, expiration and/or cancellation. The tenant is responsible for ensuring that PBM has a copy of the most up to date policy.

LIABILITY: PBM is not required to carry any insurance to cover the property of the tenant. PBM is not responsible for any injuries or property damage as a result of the tenants use of any marina facilities. The tenant releases and discharges PBM from any and all liability from loss, injury (including death), or damages to persons or property sustained while in or on the facilities of the marina including fire, theft, vandalism, windstorm, high or low waters, hail, rain, ice collision or accident, or any other Act Of God, whether the boat is being parked or hauled by PBM employee(s). If the tenant is found to be in default of any of the terms of this agreement; PBM reserves the right to take any action, legal or otherwise, against the tenant for the default(s). The tenant will be responsible for any costs incurred from any action(s) taken by PBM due to said default(s), including but not limited to; haul fees, storage fees, attorney fees, filing fees, fines, labor costs, materials, etc. PBM reserves the right to use any slip space while the tenant is not occupying the slip.

PLEASE RETURN THIS CONTACT TO HOLD SLIP NUMBER _____ FOR THIS YEAR.

**ALL SLIPS MUST BE PAID IN FULL BY
MARCH 1ST OR SLIP WILL BE RELEASED**

L.O.A. _____ x \$72 / FOOT = _____

#AC UNITS _____ x \$200 EACH = _____

**SLIPS ARE SEASONAL RENTALS ONLY,
ALL DEPOSITS ARE NON-REFUNABLE**

TOTAL: _____

DEPOSIT: _____

BALANCE: _____

DATE: ____ / ____ / ____

OWNER'S SIGNATURE: _____

ALL BALANCE MUST BE PAID IN FULL 14 DAYS PRIOR TO LAUNCH.