

Summer slip terms and conditions are for the period of April 15, 2016 – October 15, 2016

1. Payment – Payment for storage must be made in advance for the entire contract period, and no portion will be refunded for any reason. A credit card is required to be held on account. Lessee agrees to pay any open balances on their account with this credit card.

2. Assignment of Berths

Coastwise Boatworks will attempt to assign berths as may be requested but reserves the right to assign and reassign berth in order to maintain the best marina operation.

3. Storage Fees

Any craft remaining at Coastwise Boatworks after the contracted date of this agreement will be charged a storage fee of \$15.00 per day.

4. Responsibility of Boat Owner

A.) Boat owner covenants and agrees that Boat Owner will have sole liability for any claims, demands penalties or liabilities that may arise out of or be connected with Boat Owners occupation, use or enjoyment of the Berth and will release, discharge defend and indemnify Coastwise Boatworks and hold Coastwise Boatworks harmless from and against all claims, demands, penalties, liabilities for any damage or injury to persons, firms corporations or property suffered, sustained or incurred as a result of or in connection with or arising out of any act or omission of Boat owner or its agents, employees, contractors, guests and business invitees, in connection with the occupation, use or enjoyment of the Berth by Boat Owner, including the cost of defending against such claims or demands. Boat owners shall defend, indemnify and hold harmless Coastwise Boatworks from and against any and all liability and damages, and from and against any and all suits, claims and demands of every kind and nature, including reasonable counsel fees, by or on behalf of any person, firm, association or corporation arising out of or based upon any accident, injury or damage, however occurring, which shall or may happen during the Summer Season, on or about the Berth. In case of any action or proceeding on any such claim or demand being brought against Coastwise Boatworks, Boat owner, upon notice from Coastwise Boatworks, covenants to resist and defend such action or proceeding. Coastwise Boatworks may also resist and defend such action in the event Boat Owner refuses to do so and in such event Boat Owner shall reimburse Coastwise Boatworks for all reasonable costs, which Coastwise Boatworks may incur in so doing including reasonable attorneys' fees.

B.) Boat owner has full responsibility for his craft.

C.) Boat owner will secure and carry at its own expense through the Summer Season a public liability insurance policy with a company authorized to do business in the State of Connecticut, insuring Boat Owner and Coastwise Boatworks, as their interests may appear, against any claims based on bodily injury (including death) arising out of the use of the Berth by Boat Owner. Boat Owner will furnish to Coastwise Boatworks at the beginning of the Summer Season a **certificate of insurance** showing that these policies are in full force and effect, that they cannot be cancelled or terminated or changed during the Summer Season without thirty (30) days no prior written notice to Coastwise Boatworks, and that they include Coastwise Boatworks as an additional insured.

D.) Boat Owner covenants to comply with the laws of the United States, the State of Connecticut and the by-laws, Rules and Regulations of Coastwise Boatworks and all municipal ordinances and regulations so far as the same relates to Boat Owner's use of Coastwise Boatworks or to Boat Owner's operation, storage, repair or maintenance of the Craft. Boat Owner shall not engage in, or allow any of its agents, employees, contractor's guests or business invitees to engage in any activity in or about the Berth in violation of such environmental laws. Boat Owner shall save and hold Coastwise Boatworks harmless from and against all fines, penalties and costs incurred because of Boat Owner's violation of or noncompliance with the terms of this paragraph, including the cost of defending against any such fines, penalties or costs.

5. RULES AND REGULATIONS

Boat Owner and their servants, employees, agents and visitors shall observe faithfully and comply strictly with reasonable rules and regulations as Coastwise Boatworks may from time to time adopt. Notice of any rules and regulations shall be given in writing.

6. VALIDITY AND ENFORCEMENT

This Agreement and the rules and regulations if any attached, constitute the entire agreement between the parties hereto with respect to the transactions contemplated herein and the agreement shall not be modified in any way except by written instrument signed by Coastwise Boatworks and Boat Owner.

7. GOVERNING LAW

This Agreement and the rules and regulations if any attached, constitute the entire agreement between the parties hereto with respect to the transactions contemplated herein and the Agreement shall not be modified in any way except by written instrument signed by Coastwise Boatworks and Boat Owner.

8. TERMINATION

On termination of this agreement, Boat Owner hereby grants to and confers upon Coastwise Boatworks the right, but without any obligation to so do, to remove from Coastwise Boatworks all of Boat Owners property remaining on Coastwise Boatworks after the termination of this agreement, to store the same at Boat Owner's expense and risk and to sell said effects without notice to Boat Owner, after the passage of thirty (30) days from the date of termination of this agreement, the proceeds of which shall belong to Coastwise Boatworks as liquidated damages for Boat Owner's failure to remove said effects.

9. OYSTER FEST PARKING

Parking during the Oyster Festival weekend may be limited. One car will be allowed per boat and will not be charged to park, but we cannot guarantee space availability during that weekend. More than one car per boat will result in the others being charged.

10. I understand that all charges remaining unpaid after 30 days from billing date shall be subject to a 1.5% per month service charge from billing date, and that all charges due must be paid before removing vessel from yard.

11. No insurance is carried by Coastwise Boatworks on customer's boat (s) or other property. Storage thereof is accepted at the sole risk of the owner. The owner hereby releases Coastwise Boatworks from any and all claims for loss, however caused.

12. This agreement is for the use of yard and / or wet storage only, and such space is to be used at the sole risk of owner. The Marina shall not be liable for the care or protection of the boat (including gear, equipment and contents), or for any loss or damage of whatever kind or nature to the boat, contents, gear or equipment however caused.

13. Coastwise Boatworks shall have a lien against the above described boat, her appurtenances and contents, for the unpaid sums due for use of dock facilities or other services, or for damage caused or contributed to by the above described boat or by owner to any docks or property of company or any other person at Coastwise Boatworks.

14. Coastwise Boatworks assumes no liability for fire, theft, collision, and vandalism or for damage in any case except through negligence of employees of Coastwise Boatworks.

15. In the event of damage to any boat caused by Coastwise Boatworks employee's the owner / lessee must make demand for repairs immediately, and upon such demand, Coastwise boatworks shall make determination of its liability. If upon said determination, Coastwise Boatworks is deemed liable, Coastwise Boatworks may, at its option make the repairs, order same to be made or make such cash adjustment as deemed necessary.

16. Coastwise Boatworks reserves the right to furnish all material, equipment and labor for repairs, commissioning and improvements ordered to be performed on vessel while stored at the yard. No outside mechanic's labor or services will be permitted on the vessel while stored at the yard unless hired by and under the supervision of Coastwise Boatworks. Boat owners are not allowed to work on their boat without a signed waver and /or written consent from Coastwise Boatworks.

17. Owner agrees that only the boat described on the face of this contract will be stored at Coastwise Boatworks. Any change must be with the written consent of management.

18. Coastwise Boatworks reserves the right to cancel this summer slip contract at any time for any reason.