

Harborside Hotel & Marina

DOCKAGE AGREEMENT

Effective Date _____

Expiration Date: _____
(if left blank the expiration date shall be 24 hours from the Effective Date)

Agreement between Golden Anchor L.C. d/b/a **Harborside Hotel and Marina** herein called "Marina" and the undersigned boat and/or owner, herein called Owner

Owner's Name: _____

Boat Name: _____ ("Vessel")

Street: _____

Make: _____ Year: _____

City: _____

Registration No

State: _____ Zip: _____

O. A. Length: ____ Beam: ____ Draft: _____

Phone Numbers: _____

Length of yacht is overall and includes pulpits, bowsprits, dinghies

Hanging astern, swim platforms, etc.

Slip No.: ____ Rate: _____ Power

Sale

Electricity: 100 amp

50 amp

1. Marina shall have a lien against the above Vessel, her appurtenances and contents, for unpaid sums due for use of dock facilities of other services, or for damage caused or contributed to by above described Vessel or by Owner's to any docks or property of Marina or any other person at Marina.
2. This agreement is for the use of dock space only, and such space is to be used at the sole risk of Owner. Marina shall not be liable for the care or protection of the Vessel (including gear, equipment and contents) or for any loss or damage of whatever kind or nature to the Vessel, her contents, gear or equipment howsoever occasioned.
3. This agreement is valid for the above Vessel and Owner and is not transferable. This agreement grants the Owner a revocable license to use the subject pier space and does not create a lease in favor of the Owner or any interest in the underlying bottom lands or real property connected with the Marina.
4. This agreement shall be in effect unless sooner terminated in accordance with the following conditions:
 - a. By destruction of the dockage facilities by storm, Act of God or other calamity.
 - b. In the event Owner makes a bona fide sale of the Vessel listed in this agreement.
 - c. By breach or default as provided in paragraph (5) below.If this agreement is terminated in accordance with the above conditions, the dockage due to the Marina shall be lesser of the amount paid for yearly dockage or the amount due for daily dockage since the lease's effective date.
5. Owner agrees to comply with all the terms and conditions of this Agreement, including the Additional Terms and Conditions Governing Dockage on page 2, and should breach of this agreement or violation of any of the Additional Terms and Conditions Governing Dockage occur, this rental agreement shall terminate immediately and Marina may remove the Vessel from their mooring space at the Owner's risk and expense and retake possession of their mooring space.
6. Waiver of any conditions by Marina shall not be deemed to be a continuing waiver.
7. In the event weather or tidal conditions exist during the term of this agreement that would either place the Owner's Vessel in danger of incurring damage to itself or Owner's Vessel causing damage to the Marina's property or other vessels within the dockage facilities. **IT SHALL BE THE OWNER'S RESPONSIBILITY TO REMOVE HIS VESSEL FROM THE MARINA'S PROPERTY AND DOCKAGE FACILITY** prior to any damage occurring. Any damage caused by Owner's Vessel to the Marina's property or dockage facilities, Owner's Vessel or other vessels within the Marina's property and dockage facilities shall be the sole responsibility of the Owner. The Owner expressly agrees that he shall be solely responsible for maintaining a weather watch to ascertain when such threatening weather conditions may occur in order to allow adequate time for the Owner to remove his Vessel from the Marina's property and dockage facility as required above. **THE OWNER EXPRESSLY ACKNOWLEDGES THAT THE MARINA DOES NOT ASSUME ANY OBLIGATION TO CONTACT THE OWNER WITH RESPECT TO IMPENDING WEATHER CONDITIONS.**
8. The Marina reserves the right to reassign the Owner to a different slip or dock in the event the Marina deems it necessary, in their sole discretion.
9. Any other Vessel placed in the water along with the Owner's Vessel which is the subject of this agreement must be contained solely within the slip and the Owner will be charged for such additional dockage at the prevailing dockage rates.
10. The Owner expressly acknowledges that the Marina assumes no responsibility for the caretaking or security of the Owner's Vessel and the Owner shall be solely responsible for obtaining independent caretaking services with respect to his Vessel.
11. Owner shall notify Marina as soon as practical, without exception, regarding any accident, dock damage or injury (including death) that arises out of any of or in connection with the use of the Vessel, marina or dock.
12. **MARINA SHALL HAVE NO LIABILITY WHATSOEVER TO THE OWNER OR ANYONE ACCOMPANYING THE OWNER ON, TO, OR FROM THE VESSEL FOR DAMAGE TO PROPERTY OR BODILY INJURY (INCLUDING DEATH) SUSTAINED BY ANY PERSON OR PERSONS, WHICH DAMAGE OR INJURIES ARE ALLEGED OR CLAIMED TO HAVE ARISEN OUT OF OR IN CONNECTION WITH, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, THE USE OF THE MARINA AND DOCKS OR THE USE OF THE VESSEL. MARINA IS NOT RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY DUE TO THEFT, FIRE, VANDALISM, ACTS OF GOD, OR ANY OTHER CAUSE TO THE VESSEL, THE OWNER OR ANYONE ACCOMPANYING THE OWNER ON, TO, OR FROM THE VESSEL. THIS HARMLESS PROVISION SHALL APPLY EVEN IF THE DAMAGE OR INJURY (INCLUDING DEATH) IS THE RESULT**

OF MARINA'S SOLE OR PARTIAL NEGLIGENCE. THE VESSEL OWNER AND ITS SUBROGATED INSURER, IF ANY, ARE ALSO PRECLUDED FROM SUING MARINA FOR MARINA'S SOLE OR PARTIAL NEGLIGENCE.

- 13. THE OWNER SHALL INDEMNIFY AND HOLD MARINA HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, LIENS, LIABILITIES, PENALTIES, FINES, FEES, JUDGMENTS, LOSSES, AND DAMAGES (WHETHER OR NOT A LAWSUIT IS FILED) INCLUDING, BUT NOT LIMITED TO, COSTS, EXPENSES, ATTORNEY'S FEES, AND APPELLATE ATTORNEY'S FEES FOR DAMAGE TO PROPERTY OR BODILY INJURY (INCLUDING DEATH) SUSTAINED BY ANY PERSON OR PERSONS, WHICH DAMAGE OR INJURIES ARE ALLEGED OR CLAIMED TO HAVE ARISEN OUT OF OR IN CONNECTION WITH, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, THE OWNER'S USE OF THE MARINA AND DOCKS OR USE OF THE VESSEL. THIS INDEMNITY INCLUDES, BUT IS NOT LIMITED TO, GUESTS, INVITEES AND FAMILY MEMBERS OF THE OWNER. THIS INDEMNITY PROVISION SHALL APPLY EVEN IF THE CLAIM, DEMAND, SUIT ETC. IS BASED ON THE MARINA'S SOLE OR PARTIAL NEGLIGENCE.**
- 14. ANY CONTROVERSY OR CLAIM ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS CONTRACT, THE BREACH THEREOF, OR THE INTERPRETATION THEREOF, SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES. THE JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. CLAIMS SHALL BE HEARD BY A SINGLE ARBITRATOR. THE ARBITRATOR SHALL BE A PRACTICING LAWYER OR A FORMER JUDGE. THE PLACE OF ARBITRATION SHALL BE HANCOCK COUNTY, MAINE. THE ARBITRATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MAINE. DEPOSITIONS SHALL BE LIMITED TO A MAXIMUM NUMBER OF THREE PER PARTY AND SHALL BE HELD WITHIN 45 DAYS OF THE MAKING OF A REQUEST. ADDITIONAL DEPOSITIONS MAY BE SCHEDULED ONLY WITH THE PERMISSION OF THE ARBITRATOR, AND FOR GOOD CAUSE SHOWN. EACH DEPOSITION SHALL BE LIMITED TO A MAXIMUM OF 6 HOURS DURATION. EACH PARTY WILL, UPON WRITTEN REQUEST OF THE OTHER PARTY, PROMPTLY PROVIDE THE OTHER WITH COPIES OF ALL RELEVANT DOCUMENTS. THERE SHALL BE NO OTHER DISCOVERY ALLOWED. THE ARBITRATION WILL BE BASED ON THE SUBMISSION OF DOCUMENTS AND THERE SHALL BE NO IN-PERSON OR ORAL HEARING. TIME IS OF THE ESSENCE FOR ANY ARBITRATION UNDER THIS AGREEMENT AND THE ARBITRATION SHALL TAKE PLACE WITHIN 120 DAYS OF FILING AND AN AWARD RENDERED WITHIN 150 DAYS. THE ARBITRATOR SHALL AGREE TO THESE LIMITS PRIOR TO ACCEPTING APPOINTMENT. THE ARBITRATOR SHALL AWARD TO THE PREVAILING PARTY, IF ANY, AS DETERMINED BY THE ARBITRATOR, ALL OF THEIR COSTS AND FEES. "COSTS AND FEES" MEAN ALL REASONABLE PRE-AWARD EXPENSES OF THE ARBITRATION, INCLUDING THE ARBITRATORS' FEES, ADMINISTRATIVE FEES, TRAVEL EXPENSES, OUT-OF-POCKET EXPENSES SUCH AS COPYING AND TELEPHONE, COURT COSTS, WITNESS FEES, AND ATTORNEYS' FEES. THE AWARD OF THE ARBITRATORS SHALL BE ACCOMPANIED BY A REASONED OPINION.**
- 15 No change, amendment, modification or alteration of this agreement shall be binding upon either party unless it is in writing and signed by both parties.
16. If any provision of this Agreement is held illegal or unenforceable in any arbitration, such provision shall be severed and shall be inoperative and the remainder of this Agreement shall remain operative and binding on the Parties.

ADDITIONAL TERMS AND CONDITIONS GOVERNING DOCKAGE

In an effort to provide an inviting atmosphere for Vessel owners docking at the Marina, the following rules and regulations are provided for everyone's comfort and safety. Your cooperation in observing the following rules is required:

- A. When a Vessel enters the basin, it immediately comes under the jurisdiction of the Yacht Marina.
- B. Only pleasure Vessels, in good condition and under their own power, shall be admitted to berthing areas.
- C. Pets shall be leashed within the confines of the Marina property. Pets are permitted only if they do not disturb other guests.
- D. Vessels leaving for a cruise will so notify the Dockmaster's Office and provide a return date. The Marina reserves the right to rent all docks when vacant and requests a 24-hour notice of change of return date.
- E. Swimming, diving, or fishing shall not be permitted from the docks or finger piers or Vessels.
- F. Vessel owners shall not store supplies, materials, accessories, or debris on walkway and shall not construct thereon any lockers, chests, cabinets or similar structures, except with written approval of the Dockmaster. Painting, scraping or repairing of gear shall not be permitted on the docks or finger piers. Extent of repairs and maintenance shall be at the discretion of the management. The use of any electrical tools such as sanders, buffers, saws, etc. must first be approved by the Dockmaster.
- G. Laundry shall not be hung on Vessels, docks or finger piers in the basin, nor shall "for sale" signs be put on Vessels.
- H. Dockage day starts at 6:00 a.m. Any Vessel docked prior to 6:00 a.m. will be charged dockage for the previous night. Check-out time shall be at 3:00 p.m. Any Vessel that occupies a berth after 3:00 p.m. will be charged for the following night.
- I. Guests checking out of the Marina shall report to the Dockmaster's Office and settle their account prior to leaving. All Vessel owners shall leave a forwarding address in order to permit prompt handling in the event telephone calls or mail is received for them. All personal property must be removed from dock boxes when dockage rental is terminated.
- J. The Marina reserves their right to limit and govern parking space in the Marina parking areas.
- K. Chartering of an owner's yacht with passengers embarking or disembarking at the Marina is forbidden.

L. Owners must have any persons working on their yachts register with the Dockmaster before entering the marina areas.

Golden Anchor L.C.

By: _____

Print Owner's Name

Its: _____

Owner's Signature