



www.CapeAnnMarina.com  
 Marina Service Center (978) 283-0806 Fax (978) 283-2560  
 75 Essex Avenue, Gloucester, MA 01930

Office Use Only  
 Date Received: \_\_\_\_\_ Staff: \_\_\_\_\_  
 Insure Exp. \_\_\_\_\_ DM: \_\_\_\_\_  
 measured LOA: \_\_\_\_\_ by \_\_\_\_\_ date \_\_\_\_\_  
 Beam: \_\_\_\_\_ Area stored in Yard: \_\_\_\_\_  
 Copy to owner: \_\_\_\_\_ date: \_\_\_\_\_ by \_\_\_\_\_

## WINTER ONLY Vessel Storage Agreement

Name: \_\_\_\_\_ Boat Name: \_\_\_\_\_ Slip # (if applies) \_\_\_\_\_  
 Address: \_\_\_\_\_ Length Over All (LOA)\*\* \_\_\_\_\_ Beam: \_\_\_\_\_ Draft: \_\_\_\_\_  
 City, ST, Zip: \_\_\_\_\_ Circle one: *Power or Sail*  
 Mobile #: \_\_\_\_\_ Make/Model: \_\_\_\_\_ Year: \_\_\_\_\_ Reg. id: \_\_\_\_\_  
 Home# or Other#: \_\_\_\_\_ Insurance Comp.: \_\_\_\_\_ Expiration date: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Car Make/Model/License Plate#: \_\_\_\_\_

*A Certificate of Insurance must be on file. Please use our Insurance Requirements Form to request from your agent \_\_\_\_\_ (initial).*

(X) I HAVE THE SAME VESSEL AND NO CHANGES TO MY INFORMATION ABOVE.  
 (X) I MADE CHANGES AND ADDITIONS ABOVE TO UPDATE CONTACT AND BOAT INFORMATION.

**RATES and FEES** \*All prices are subject to change. \*\*LOA=From end to end – including everything-total. Subject to measure by Marina applying this standard.  
 \*\*\*Consecutive season pricing applies to dry storage customers only. Fee: If your boat needs to stay put on land due to unintentional reasons, we apply the consecutive season storage fee. The following season's rate plus+ 10%. Each consecutive season the boat is stored with us the increase will be applied.

<u>Winter Storage Dry October 15, 2016 - May 15, 2017</u>	Power \$62/ft. LOA	Sail \$64/ ft. LOA
<u>(After June 1, 2017 current storage rate will be charged daily. Please plan ahead.)</u>		
Includes: Haul, Pressure wash, Blocks/poppet, Storage, Launch	Rate _____ x LOA _____ = _____	
Wet Winter Storage - \$50/linear ft. LOA boat must have winter/year round insurance.		\$50 x LOA _____ = _____
Wet Winter Electric	Rate _____ x LOA _____ = _____	
Outside Mast Storage (boats onsite) \$5/linear ft. + \$65/hr prep for rack storage	\$5 x LOA _____ + \$65/hr _____ = _____	
Tender Storage - \$500 includes Haul and Launch		
Winter Trailer Storage – boat on trailer, LOA tip of engine to trailer tongue \$27/ft.	Rate _____ x LOA _____ = _____	
Includes Haul, Pressure Wash, Storage, Launch		
	<b>Winter Subtotal =</b> _____	
	<b>+ 1.75% Environmental Fee on all contracts =</b> _____	
	<b>Total=</b> _____	

Please review the payment plans to complete this agreement. The payment in full and monthly installment agreement is not valid until this agreement (including the back) is signed by an authorized agent of Cape Ann Marina LLC.

Payment in full  50% due prior to haul. Payment 2 charged 1/9/2017. \_\_\_\_\_ Final payment in full by 2/6/2017 \_\_\_\_\_

**CREDIT CARD PAYMENT:** Name as it appears: \_\_\_\_\_ Type of Card: \_\_\_\_\_

**Billing Address for credit card:** \_\_\_\_\_ **Credit Card #:** \_\_\_\_\_

**Exp. Date:** \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ **Security Code: (4 Digit Code for AMEX / 3 Digit Code for All Others)** \_\_\_\_\_

**OR BANK ACCOUNT PAYMENT:** Routing #: \_\_\_\_\_ Account #: \_\_\_\_\_

**Any returned payments, as a result of Non-Sufficient Funds or declined credit card charges, are subject to a min. service fee of \$10.00 plus the cost of bank fees incurred.** The failure to fully complete and sign the payment authorization or to provide a valid mailing address and telephone number, or failure to make any installment payment on or before its due date shall, at Cape Ann Marina LLC sole discretion and option, void any monthly installment agreement and render the full charges and fees set forth in this notice due and payable in full immediately or upon demand by Cape Ann Marina LLC and shall also render any discount void and any such discounted monies shall be added to the amount due and owing Cape Ann Marina LLC. The installment agreement is not valid until signed below by an authorized bank or card holder.

I hereby authorize **Cape Ann Marina LLC** to charge my credit card, or deduct from my bank account, for charges and/or payments going forward in accordance with the option I've specified above.

**Signature of Card Holder or Bank Account Holder:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Cape Ann Marina reserves the right to refuse any contracts. The signature on the back confirms the vessel owner has read and agreed to the back page of this document and the MARINA GENERAL RULES and received a copy for record. The vessel owner shall be responsible for payment, together with all costs of collections (including reasonable attorney's fees) incurred, to unpaid balances due for all storage and fees. Or any additional work requested by owner or owner's agent. Note: Vessel and its contents may be sold at Public Auction for Failure to pay charges.

The enclosed **MARINA GENERAL RULES AND CONDITIONS** is your copy to keep for your records and also at <http://www.capeannmarina.com/rules>. Once the agreement is finalized, a signed copy of this agreement will be mailed to you. Please be sure to complete by signing the back of this agreement.

**CAPE ANN MARINA LLC d/b/a CAPE ANN'S MARINA RESORT LICENSE AGREEMENT – CONTRACT TERMS AND CONDITIONS**

**DEFINITIONS:** The Boat Owner – the term **Owner** refers to the Vessel's owner, owner's agents and/or representatives. The term **Vessel** refers to the vessel's hull, equipment and all other vessel related property of the Owner when stored at the Marina. The Owner agrees to abide by all rules and conditions of Cape Ann Marina LLC and Cape Ann Marine Sales & Service LLC referred to the boatyard or **Marina**, its owner, operator and any affiliates or successors including those set forth in this agreement; and the Marina reserves the right to cancel this agreement for violation of any said rules and regulations, and to retain all amounts paid in advance.

This Contract does not convey any interest in real property and is merely a LICENSE to use an assigned slip and/or yard space for storage of the Vessel. This license is revocable by the Marina at any time without notice. The Marina has the right to cancel this Contract and License for the Owner's violation of any of the terms and conditions herein or of any of the General Marina Rules and regulations, including Rules applying to Summer and Winter storage, both in the boat basin Marina and Regulations or Yard Rules and Procedures. In such event, the Marina shall retain any and all payments by the Owner, which shall be forfeited. The Marina retains the right not to renew the contract and/or allows to assign by a third party.

**TERM:** The parties agree that the term of this contract shall be automatically extended to cover the period from the time the Vessel is first brought on the premises until the Vessel is permanently removed from the premises and the Marina is notified of such removal or until a new storage contract is executed. If a Vessel is left in its slip and is not under contract with the Marina for winter storage, such Vessel may be charged transient dockage at published rates for each day it remains in the slip after the end of the term. The Marina reserves the right to haul Vessels remaining in the water after November 15th without a winter contract at the Owner's liability and expense. Such Vessels left in water after November 15th without prior arrangements may be considered by the Marina to be abandoned and may be sold at public auction or otherwise disposed of by the Marina in accordance with applicable State and/or Federal laws.

**RELOCATION:** The Owner agrees that the Marina shall have the right but not the obligation to relocate his Vessel while it is docked, stored or located within the Marina premises as the Marina shall deem appropriate, including but not limited to the right to move the Vessel and/or to remove the Vessel from the water. The Owner further agrees to reimburse the Marina for any charges accrued in connection with hauling the Vessel from and returning the Vessel to the water at prevailing rates. Subject to the terms and conditions herein, the Owner shall at all times have the full care, custody and control of his Vessel. The Marina, when on the said Vessel or exercising its rights hereunder, shall be deemed to be the agent for the Owner for such purposes. Under no circumstances shall this Contract nor any action by the Marina be construed as having created a bailment between the Marina and Owner.

**LIABILITY:** Each of the parties hereto releases the other (and each person and legal entity claiming through each of them from any and all liability or responsibility to the other) and each person and legal entity claiming through the other by way of subrogation or otherwise by way of loss or damage to property caused to fire or other insured casualty even if such fire or other insured casualty shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible, provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage accruing during such time as the releasors' policies shall contain a clause or endorsement to the effect that any such release shall not adversely effect or impair the coverage of said policy or prohibits the right of releasor to reconvey thereunder. Each party agrees that it will use its best efforts to obtain or include such a clause or endorsement from its insurer so long as the same shall be obtainable without extra costs or if extra costs shall be charged therefore, so long as the other party pays such extra costs.

**LAWS APPLICABLE:** It is expressly agreed that all charges, costs and expenses of carrying said Vessel to the water from its place of storage, all repairs to said Vessel at any time, storage charges thereon, sale of materials thereto, and all other costs and expenses incident thereto shall create a Security Interest in said Vessel, her tackle, apparel and furniture within the application of the Massachusetts Uniform Commercial Code - Mass. G.L. Chapter 106, Sec. 9-102, for the benefit of the Marina. If the Owner fails to pay the full amount owed to the Marina within 30 days of the date said amount is due the Marina shall have the right to resort to all rights and remedies granted under the provision of Mass. G.L. Chapter 255 and the Massachusetts Uniform Commercial Code - Mass. G.L. Chapter 106, Sec. 9 (including without limitation Sec. 9-504) including, but not limited to, the right of public or private sale. In the exercise of the right of private sale of said Vessel, her tackle, apparel and furniture, 21 days' written notice of the time and place of said sale shall be mailed to the owner at the address listed in this contract by registered mail; and notice of said shall be placed in a newspaper of general circulation in the City of Boston once a week for three successive weeks stating the time and place and describing the property in question. Notice published in such a Boston paper and notice sent to Owner may be concurrent. It is understood that the Marina shall first deduct and pay to itself from said price reasonable expenses of retaking, preparing for sale, selling and the like, reasonable attorneys' fees and legal expenses incurred by the Marina, as well as the debt owed. The remainder of said proceeds shall then be paid over as provided by Massachusetts law. The aforesaid remedies shall not exclude the creation or exercise by the Marina of any common law lien, statutory or admiralty liens by law, and it is expressly hereby agreed that a maritime lien, for any of the services set out above which are performed on said Vessel shall be created on said Vessel, her tackle, apparel and furniture, which maritime lien shall be enforced as an alternative remedy by the Marina, its successors and assigns in either the Federal or State courts.

**RISK:** The Owner acknowledges and agrees that the consideration paid to the Marina for the dockage or storage of his Vessel is disproportionately small in comparison to the value of the Vessel and equipment involved, and the Owner is well aware of and accepts the various types of risks that are involved and associated with the dockage or storage of his Vessel on the Marina premises. Therefore, it is agreed that the Vessel and all other property of the Owner, his employees, servants, agents, and guests, which may be brought on the Marina premises is at the sole risk of the Owner, his employees, servants, agents, and guests. For the avoidance of doubt, the expressly acknowledges and agrees that the Marina, its agents, servants, and employees will not be liable for any loss of or damage to such Vessel and said property under any circumstances including, but not limited to fire, theft, vandalism, water damage, storm damage and damage occurring for any acts of God, sinking, capsizing, pollution, and damage from other Vessels, and the Owner hereby waives any and all such claims against the Marina its officers, directors, managers, employees, agents and attorneys which may be asserted by Owner including, without limitation, all claims concerning any negligent acts or omissions and notwithstanding any asserted or actual breach or this contract by the Marina, to the extent permitted by law. The Owner further agrees and does hereby, on behalf of himself, his heirs and executors, employees, servants, agents, and guests, during the term of this contract or any extension thereof, release, indemnify, and save harmless the Marina, its agents, servants and employees from any liability for any loss or damage to the person of the Owner, his employees, servants, agents, and guests, under any circumstances, including any negligent acts or omissions of the Marina, to the extent permitted by law, and the Owner agrees on behalf of himself, his employees, servants, agents, and guests to assume the sole risk of any such loss or damage.

**FEES:** All charges unpaid after 30 days are subject to 1½% per month and must be paid before removing vessel from the yard or water. After 60 days, an additional late fee of \$25 per month will be charged. Credit cards and checks will be accepted when prior experience has been satisfactory - in all other instances, bank transfer of funds will be required prior to release of boat. A minimum of \$10 charge plus bank fees will be assessed for returned checks. A collection charge will be added for each telephone call or letter made to inquire about balances past due for 30 days or more. No adjustments will be made after 10 days of receiving the bill.

**INSURANCE:** The Owner does hereby warrant and represent to the Marina that he now has and shall throughout the term of this contract keep and maintain in full force and effect insurance on his Vessel and the equipment thereon, insuring the Owner against loss from fire, theft, upset and other perils now or hereafter customarily contained in and all-risk Marina policy.

The undersigned ("Boat Owner") represents that he is the Owner of the Vessel described herein, and has read this entire document and accepts all terms and conditions. He further certifies that he has read the MARINA GENERAL RULES AND CONDITIONS and DINGHY POLICY (if applicable) and received a copy for record, understands them, and will comply with them. This contract is not transferable or assignable by the Boat Owner and it is understood between the parties that no refunds will be made after the contract has been accepted by the Marina. This contract is accepted once fully completed, signed and deposit is received. It is agreed that this contract can be altered, modified or amended only by an instrument in writing signed by Marina Management and the Boat Owner.

**Owner's Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_ **Cape Ann Marina, LLC:** \_\_\_\_\_ **Date** \_\_\_\_\_

\*All licenses must be secured with credit card and accompanied by valid Certificate of Insurance using our instructions on our Insurance Requirements Form.