



## Moxie Marine Slip Contract – Summer 2010

<b>Owner's Name</b>			
Boat Name			
Address			
City		State/Zip	
Home Phone		Cell Phone	
Business Phone		Fax	
E – Mail			
Boat Manufacturer		Year	
Beam		Length	
Draft		Sail / Power	
Registration #:			
Insurance Co.		Policy #	
<b>To be completed by Moxie Marine:</b>			
Slip #		Slip Fee:	
Weed Control Fee:	\$55.00		

Moxie Marine grants boat owner use of said slip for above vessel to be assigned by Moxie Marine from May 1, 2010 to October 1, 2010, for which owner agrees to pay above slip fee. If you would like to put your boat in early or leave it in late, it may be allowable with prior approval.

A deposit of \$500 by January 1, 2010 is required to hold your slip for the 2010 season with the balance due by April 15, 2010. Slips without a deposit as of January 1, 2010 will be released and may be leased to another customer. Slips are not guaranteed until PAID IN FULL. Slip fees and deposits are nonrefundable.

No vessel is to enter marina before May 1, 2010 or remain after October 1, 2010 unless vessel is stored at Moxie Marine for the winter or unless other arrangements have been made with Moxie Marine owners. Slip assignments are based upon seniority, timely payment and space requirements of the marina. Vessel shall only be placed in assigned slip. In the event the owner fails to pay the slip balance on or before May 1, 2010, the boat owner forfeits all rights to the use of any slip at the marina and all payments and/or deposits shall be retained by the marina as liquidated damages.

If your boat will not be in its slip for a period of more than 6 days, you must let Moxie Marine know in writing the date the boat will be leaving the marina and the date the boat will return to the marina. Moxie Marine has the right to sublet the slip during the time the owner's vessel will be gone. Slips cannot be sublet by slip customers.

Each boat owner may keep a dinghy at the marina either on their vessel or in the water at their slip or at an assigned location, but such dinghy shall not be kept on the docks. A dinghy is a vessel less than 12' in length, powered by a motor of less than 10hp and capable of being stored on the vessel. Owner's boat shall not impede access to another slip or clear access for other boats to pass through the fairways.

No fueling of vessels in slips is permitted per State Fire Marshall and Whitehall Fire Department.

Only UL approved marine electric cords shall be connected to shore power.

SHIP STORE – SERVICE - SLIPS – STORAGE – BROKERAGE SALES – COTTAGES - TRANSPORT

4464 Dowling, Montague

(231) 894-2628 BOAT

www.moxiemarine.com

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Boat owner agrees to remove vessel at end of term from yard or assigned slip leaving all facilities and utilities in good order and condition, reasonable wear and tear only excepted. Any boat owner holding over after termination of their contract without prior approval from Moxie Marine will be charged, at the daily transient rate.

No outside contractors shall be permitted on Moxie Marine premises without the consent of Moxie Marine. All outside contractors shall obtain property damage, worker's compensation insurance and personal injury liability insurance coverage in the amount of one million which coverage shall name marina as an additional insured. Such person shall present a certificate of insurance to the marina prior to commencement of work and shall sign in at the marina office each day upon entering and leaving the marina.

Boat owner warrants and represents that their vessel is in a seaworthy condition and that they shall maintain their vessel in such condition at all times during which their vessel is at the marina. Boat owner shall have sole responsibility for keeping his vessel afloat.

Owner(s) agree that Moxie Marine may move and/or re-tie their boat for the sake of safety, or because the boat is in an improper place.

Moxie Marine is not responsible for theft or damage of any kind to the boat, contents, gear or equipment. Moxie Marine is not responsible for injuries to boat owner(s), their guests, or any other persons. Owner(s) and guests are to comply with all posted rules and regulations. Boat owner shall reimburse marina within thirty (30) days for any damage or defacement, which he, his vessel, or his guest(s) may cause to marina. Boat owner agrees marina shall not be liable to boat owner or vessel for any losses incurred by reason of fire, storm, wind, water, or ice or by reason of any criminal act, including, but not limited to, any intrusion, theft, vandalism, arson or other criminal acts of any kind or degree whether by land or by water. Boat owner further agrees to have his boat insured by complete marine coverage, including liability coverage, and to furnish marina with certificate of insurance.

Dockage includes electricity and water. No alteration of any kind shall be made to walks, docks, or pilings without the consent of Moxie Marine. Cost of repair for damage to docks and utilities caused by the owners(s) or guests shall be borne by the boat owner(s).

No loose gear, equipment or trash is permitted on walks, docks, or yard areas. No carpeting is to be installed on the dock. Anything permanently mounted to docks/slips may not be installed without prior approval from marina owners. All garbage must be put in proper containers.

All animals must be leashed and cleaned up after. Please use designated areas to walk your pets. Animals are not to be left unattended off the boat (i.e. picnic areas, bath house, etc)

Boat owner may not remove vessel from marina until all debts to marina are paid. A monthly 2% service charge will be added to balances thirty (30) days past due.

Upon any violation of the terms and conditions of this contract or the rules and regulations of the marina, this contract shall, at marina's option, terminate immediately and marina may remove the vessel from its slips, re-license the same, and retain and apply any balance or prepaid slip fee.

I have read the terms and conditions of the above contract and they are understood and acceptable to me.

\_\_\_\_\_  
Boat Owner

\_\_\_\_\_  
Date

**Thank you for choosing Moxie Marine! We look forward to having you at our marina!**