

# The 2011 Summer Waterfront Dockage Contract with Portland Yacht Services, Inc.

## Welcome!

The following is a contract whereby Portland Yacht Services Inc. will provide certain marina and boatyard services and Tenant agrees to the terms, conditions and stipulations contained in this agreement .

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Island/BusinessAddress: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ ( wk )

\_\_\_\_\_ (hm)

**Emergency Number, Cell or Pager :** \_\_\_\_\_

I hereby acknowledge this contract, and I have read and agree to the terms and conditions for using the marine facility and services which are a part of this contract.

Date: \_\_\_\_\_

Signed (Tenant): \_\_\_\_\_ Signed

(PYS): \_\_\_\_\_ Vessel information:

Mfg of Boat: \_\_\_\_\_

Boat Name: \_\_\_\_\_ Reg#: \_\_\_\_\_

Length: \_\_\_\_\_ Beam: \_\_\_\_\_ Draft: \_\_\_\_\_

Color: \_\_\_\_\_ Engine Make: \_\_\_\_\_

Type of Boat: \_\_\_\_\_

**Insurance Company:** \_\_\_\_\_

Duration of Agreement:

Start Date: \_\_\_\_\_

**End Date:** \_\_\_\_\_

TENANT AGREES THAT OCCUPANCY BEYOND THE CONTRACT DATES WILL BE CHARGED DAILY

RATES IF A SLIP IS AVAILABLE, OR IF A SLIP IS NOT AVAILABLE, PYS MAY HAUL AND STORE THE

**BOAT AT TENANTS EXPENSE.**

Base Rent: \_\_\_\_\_  
Deposit: \_\_\_\_\_  
Balance: \_\_\_\_\_  
Assigned Slip: \_\_\_\_\_  
Parking Permit: \_\_\_\_\_

Rates:

(Seasonal rates anticipate PYS using the slip or mooring for transients if it is empty.)

DOCKS: For 2008 season the docking rate is set at \$82 per foot by the length of the finger float.

**TRANSIENT DOCKING:**

**Hourly holdover rate: \$ .35 per foot**

**Daily Transient Rate: \$ 1.75 per foot**

MOORINGS: Seasonal mooring prices are set by the size of the mooring tackle. See our rate sheet.

**TRANSIENT MOORINGS:**

Daily Transient Rate: \$ 40.00 per day

Weekly Transient Rate: \$ 225.00 per week

Seasonal moorings are available by contract.

ORDERING WORK: We require a signed work order before beginning any project. Management is not responsible for the execution of verbal instructions.

SERVICE DOCK: Dock A is for the use of commercial vessels and vessels being serviced. A towing service and other vessels are dependent upon an open face at all times. Please respect the need to leave this area clear.

PUMP OUT STATION: Self service during regular hours see dock staff. Cost is \$5 per pump out.

Contract terms and conditions for the use of  
PORTLAND YACHT SERVICES facilities.

1. The word "Marina" is used here to indicate any person authorized to represent the Portland Yacht Services, Inc (PYS). The word "Tenant" is used here to indicate the owner (or his authorized representative) of any boat moored at Portland Yacht Services.
2. a) Slip and storage space rentals shall be strictly in accordance with published schedule and shall be paid in advance to cover a full season.

- b) If it is considered by PYS to be in the best interest of the Marina and/or its Tenants, the Marina reserves the right to cancel this contract and require the Tenant to remove his boat forthwith. In case of a dispute the Marina may haul and hold the boat. Proportional reimbursement will not be made for the dockage or storage fee.
  - c) Slip or storage space rental are non-transferable.
3. To be admitted and to continue as a Tenant of PYS a boat must be:
- a) Registered, identified, marked, equipped and maintained as required by law and safe practice.
  - b) Properly maintained and secured with adequate fenders, bow, stern and spring lines so as to not present a hazard to the marina, other vessels or the environment.
  - c) In good financial standing.
4. The Tenant agrees to have his boat insured by complete marine coverage including liability. Each Tenant will be held responsible for damage he may cause to other boats in the Marina or to the structures or facilities thereof.
5. When a boat enters PYS it immediately comes under the jurisdiction of the Marina and shall be berthed or stored only where ordered and maneuvered as directed. Vessels entering PYS Marina under emergency conditions shall be reported immediately by their owners to the Marina.
6. When a Tenant expects to have his boat out of a slip; he shall notify the Marina so it may lease or use the slip for other purposes during this period. No subleasing of slips or storage spaces or transfer of boats between slips or storage space will be allowed.
7. All boats shall be fendered and secured in their berths by the Tenant in a manner acceptable to the Marina. Should the need arise, the Marina may secure the boat and assess a service fee.
8. Tenants will provide the Marina with a set of main door or hatch keys and ignition keys. The boat will only be entered by the Marina for emergency service, otherwise only with the authority of the Tenant.
9. All reasonable precautions will be taken by the Marina to ensure the Tenant's property and safety. However, the Marina assumes no responsibility for the safety of any vessel docked or stored in the Marina and will not be liable for fire, theft or damage to said vessel, its equipment, or any property in or on said vessel, however arising.
10. The Tenant (and guests for whom he is responsible) agrees to conduct themselves at all times while on or near the premises, so as not to create any annoyance, hazard, or nuisance in the Marina or to the other Tenants. This involves observance of good housekeeping and sanitation practices and the use of garbage/recycling receptacles.
11. Tenders and skiffs shall be stored on board larger vessels when possible. Otherwise they must be kept off the dock or moored at the tender float. Their identification marks or name are required to be recorded with the Marina. No dock boxes, steps, etc. can be installed without permission from PYS.
12. No "outside" contractors or service organizations or individuals will be permitted to undertake any

work on boats in PYS without the approval of the Marina. Such approval will not be granted unless the service department of the Marina cannot properly undertake the work themselves and the subcontractor meets certain requirements.

13. Discharge or deposit of any rubbish, waste material or refuse material of any kind or description into the waters of any river, stream, pond or tidal waters is prohibited by law. The penalty is a fine or imprisonment or both. Owners and their guests are to use the garbage and refuse receptacles provided by the Marina. Discharge of oily bilge water causing a sheen must be reported to the Coast Guard and is subject to a fine.
14. Noise shall be kept to a minimum at all times. Patrons shall use discretion in operating engines, generators, radios, and television sets so as not to create a nuisance or disturbance.
15. Advertising or soliciting shall not be permitted in any part of PYS.
16. Swimming, diving, or fishing shall not be permitted from the docks or finger floats.
17. Boat owners shall not place supplies, materials, accessories, or debris on walkway, and shall not construct thereon any lockers, chests, cabinets or similar structures except with the written permission of PYS.
18. No open fires of any kind will be allowed within the confines of the Marina.
19. Laundry shall not be hung on boats, docks, or finger floats in the Marina nor shall "for sale" signs be put on boats without the written permission of the Marina.
20. Dogs will be admitted to PYS only under leash and must not run loose on the grounds or onto other people's boats. Owners are to clean up after their animals.
21. Young children should be accompanied by adults at all times. Children under 10 must wear life jackets.
22. When entering or leaving the Marina, boats should be under power, not sail and at headway speed only.
23. No bare feet allowed on the docks or in the Marina complex. We will not be responsible for any injuries incurred because of bare feet.
24. In the event of severe storm or hurricane the Tenant will remove or cause the boat to be removed from the Marina. Tenant understands that during severe weather an unattended boat may sustain damage, damage other boats or the Marina. Tenant agrees that he will be responsible for damage caused to or by his boat to other boats in the Marina or to structures or facilities thereof and that in the course of an emergency, the Marina is authorized to take actions on the Tenants behalf which may result directly or indirectly in damage to the boat or other boats. Tenant agrees that the Marina may do so without incurring liability.
25. The Marina shall not be responsible or have any liability for any loss or damage to Boat (including tools, accessories or equipment) or any personal belongings of Tenant or others occasioned by theft, fire, cyclone, windstorms, high or low water, or any other cause beyond the reasonable control of

Marina; and the Tenant shall cover said risks himself or by insurance without any right of subrogation against the Marina.

26. Tenant agrees to support Marina's efforts to be environmentally responsible.  
Some final safety notes:

A carefree summer means no accidents.

Short lines break boats and floats. When tying up, even for a moment, run long lines so that the boat is able to move freely at the dock. Spring lines keep the boat in position; bow and stern lines orient it.

PYS can not be expected to adjust lines, bail boats or do midnight salvage work. If help is needed, we will do our best, but a signed work order is necessary. Please be responsible for your boat.