

## TERMS AND CONDITIONS

The term of this contract shall commence on November 1, 2017 and terminate on April 30, 2017. If by June 1, 2018 the owner has not executed a Summer Rental Agreement with Port Milford or removed the vessel from the premises, owner shall be liable for storage charges commencing on June 1, 2018 at the rate of Eight dollars per foot per month together with any charges associated with the moving of the vessel to area the yard designated by Port Milford for dry land storage.

Bills for storage are due when rendered. Any billing questions must be submitted within 10 days of receipt of any bill. A service charge, 1.5% per month (18% per annum) will be charged on balances past due 30 days or more. The owner shall be responsible for any and all costs of collection, including, but not limited to attorney's fees, lien fees and costs of suit. All charges shall be considered a lien against the vessel, her tackle, engine, furniture and fixtures, notwithstanding anything in the law to the contrary, and shall continue to be a lien until such obligation is fully paid. The costs of collection of any services rendered, materials or supplies furnished or purchased, storage or dockage fees, taxes, environmental surcharges and late fees, may be added. Port Milford reserves the right to launch or move and/or store any boat upon completion of any work or any time thereafter at the owner's expense and any detain of the boat as provided by law until all bills are paid in full. The payment policies set forth therein remain in effect for all obligations to Port Milford for this year and in any future years. All bills must be paid in full before any boat is launched or leaves the yard.

It is the responsibility of the owner to maintain vessel, hull and liability insurance including, but not limited to insurance against loss of theft, vandalism, fire, deterioration, storm or any other so-called acts of God. Owner shall indemnify and hold harmless Port Milford, for any and all such damages and failure to carry such insurance shall void this contract. Any and all vessels shall remain in their owners care, custody and control at all times.

For Sale Signs Are Not Allowed on Boats. Any and all boats for sale must be registered with Port Milford, however, owners are not required to sell their boats through Port Milford. Owners requesting that their vessels be removed from the yard or racks prior to the expiration of this contract shall be liable for any and all charges associated with moving said vessel and any vessel so removed may lose their storage space, and all moneys paid hereunder shall be forfeited.

No outside labor is permitted. Approval for outside specialists may be arranged through Port Milford. Outside specialists approved by Port Milford will show proof of adequate insurance. No outside specialist may work in the yard at night or on weekends and holidays. Owners, captains, and outside specialists may not use scaffolding. Owners shall be responsible for furnishing their own ladders and under no circumstances are owners, captains and/or outside specialists to use any ladders belonging to Port Milford. Use of heaters or stoves for heating is prohibited. Owners are not permitted to strip paint by burning. Electric cords cannot be left plugged in and unattended. Owners, captains and specialists cannot shrink wrap in the yard. Winter covers cannot be tied to boat stands as this can cause boats to fall over, resulting in serious damage and/or bodily harm. Cradles are not permitted. Owners, captains and outside specialists must clean up after their work. When sanding, vacuum sanders must be used and tarps must be placed on the grounds to collect sanding by products. Hazardous waste cannot be disposed of anywhere in the yard or in the water. Containers of used engine oil and filters must not be left on the grounds or in the dumpster. Owners will be charged for any costs incurred by yard personnel for cleanup. Owner should contact Port Milford for the details regarding cleanup and/or disposal issues.

Upon termination of this agreement, owners are entitled to three days of dockage immediately after launching without additional charge. Thereafter, daily transient rates of \$2.00 per foot shall be charged unless a summer contract or other arrangement has been made with Port Milford.

Owner will provide Port Milford with a key/combination to any stored vessels.

Owner is responsible for removal and/or replacement of any and all drain plugs.

Spars will be prepared for storage with spreaders and rigging tied off. Owner shall be responsible for all additional charges at prevailing rates for removal of sails, covers, booms, rigging, including furling head stays.

Power cords shall not be left plugged in when the owner is not on the premises. Under no circumstances may power cords be left plugged in overnight. The water and electric will be shut off November 1, 2017 or earlier if potential freezing conditions exist.

As used herein, Port Milford refers to Milford Wharf Company d/b/a Port Milford, Castine, LLC and their officers, directors, members, owners, employees and affiliates.