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Revised 1/1/2023

## TERMS AND CONDITIONS – 2023-2024

1. **SPACE** - This contract is not assignable to any other party or entity by the Owner, nor is the space assigned to Owner assignable to any other boat or Owner. If the Owner sells or charters his vessel, all rights to the slip are thereby forfeited, and the rental paid thereon may be retained by the marina as liquidated damages. All space rents, once received, are non-refundable after receipt by the Marina. All space is based on Length Over All and all vessels are subject to measurement at the yards discretion and may result in a supplementary billing.
2. **HOLD HARMLESS**- The marina will not be responsible for any loss or damage to the Owner by fire, theft, act of God, or otherwise, including our own negligence but excluding gross negligence, to any boat, vessel, vehicle, or other property or contents thereof, placed or maintained at the Marina for dockage, storage, sales, repairs or testing.
3. **INJURIES**- the Marina will not assume responsibility for any injuries to the owner, members of his family, guests, invitees, licensees or any others while on the Marina premises or within the boundaries of the Marina property.
4. **INSURANCE**- Owner agrees that from the inception of this agreement and at all times during the contract period, including renewals, to have the boat insured with hull insurance and Protection and Indemnity insurance (P&I). Boat owner is required to have his boat insured at all times and maintain in full force and effect comprehensive bodily injury and property damage liability insurance with a minimum limit of \$300,000 per person and will have Milford Wharf Company DBA Port Milford named as additional insured. That such insurance shall cover all property damage, personal injury or death arising from or connected with the use of the marina, dock, or the boat, and mooring of the boat by the owner and boat owner's family members, guests, invitees, and permittees. Boat owner agrees their applicable insurance policy shall at all times be primary, regardless of whether or not Port Milford has any collectable insurance. Boat owner shall provide Port Milford a true, correct and complete copy of the insurance policy maintained by the boat owner upon request.
5. **OUTSIDE LABOR**- must sign in at the Marina office and have a signed work order from Owner. Outside labor must have proper insurance and supply copy to the Marina and sign the "Rules and Regulations" prior to beginning work. All outside contractors will have the Port Milford as an Additional Named Insured.
6. **AREA**- The owner will keep the space allotted to them in a neat and orderly condition free from anything, which is a fire hazard. They will not place or store gasoline or other flammable liquids in the vessel or docking space or slip, except that contained in the tank of the boat, and that he will not deliver or permit others to deliver gasoline, diesel fuel or other fuel into the tank of the boat from tank trucks directly or by any other method while said boat is in the slip or docking space as above described unless authorized by management.
7. **RULES**- The Owner will strictly comply with the "Rules and Regulations" that shall from time to time be posted by the Marina for the regulations of said slips, yard and Marina property, and for the admission of persons and property thereto, and that they will at all times comply with all Local, Town, County, State and Federal laws and regulations.
8. **LIEN**- Marina shall have a lien against the boat or vessel for service, dockage or slip charges, and for all other sums due from the boat owner to the Marina for work done and materials furnished until the bills have been paid and satisfied in full. The lien is under Federal Admiralty Law or under Connecticut Law.
9. **TERMINATION**- This contract may be terminated by the marina for any reason at any time. In the event that the boat owner or any of his crew shall fail to comply with and perform any of the conditions or agreements herein undertaken by him, or shall the owner fail to observe the general rules and regulations posted by the Marina for the operation of the premises, the Marina shall have the right to cancel this contract immediately, and terminate all the privileges granted herein to the boat owner. In the event the Marina so elects, it shall give three (3) day's written notice to the boat owner, either personally or by mail addressed to his last known address as reflected in the records of the Marina, or by posting the same upon the vessel. Upon said notice, the Owner will give up possession of the slip or space, and remove his boat, its equipment, and all other property. In case of Owner's failure to do so, the Marina without further notice, being hereby expressly waived, may immediately enter said slip or docking space or storage area of said boat and any property of any kind thereof contained, remove and put out, and leave said vessel at any place the Marina may determine at the sole risk of the Owner.
10. **SEAWORTHY** - Owner warrants that they shall maintain the vessel in a safe and seaworthy condition, fit for the use and storage intended by the Owner, and for reasonable movement by the Marina where the same may be customary or necessary in the course of its operations. Owner understands that maintaining the vessel is their sole responsibility. In the event that the Marina performs work for the owner, the marina may hold the vessel in any manner they deem necessary until the bill is paid in full
11. **EMERGENCIES**- Should the vessel be in danger of sinking, causing a hazard in navigation, becoming a fire, explosion or pollution hazard, or causing damage to the Marina's facilities by reason of any unsafe or un-seaworthy condition, the Owner hereby expressly authorizes the Marina to take whatever reasonable and appropriate actions it may deem necessary to the Owner's sole risk and expense, to abate, mitigate or otherwise deal with such apparent danger and to protect the Marina's facilities and other vessels therein, as well as to protect the general public and private property which may be threatened thereby. Owner agrees to be bound by the actions of the Marina and to fully and solely be responsible for any and all expenses incurred therefore. Notwithstanding any statement to the contrary herein, nothing herein shall be construed to create any duty, obligation or responsibility on the part of the Marina to act hereunder, and nothing herein shall be construed to create any liability on behalf of the Marina by failing to act in any such circumstances, and further, nothing herein shall be construed any exception of waiver of the general conditions, restrictions, waivers, exonerations, etc., set forth in favor of the Marina.
12. **OPERATION**- Owner agrees that at all times the vessel shall be operated in a careful, safe manner so as not to cause damage to the Marina's facilities, any other vessels therein, or any property thereon, and shall not constitute a public or private nuisance, or any source of pollution or hazard.

13. VACATING- Owner agrees that they will inform the Marina in advance whenever the vessel will be away from the slip overnight or longer. Upon receipt of such notice, there may be other vessel in said slip for the entire period of time that the Owner's vessel is expected to be away (according to the notice received) for the Marina's sole use and account and without allowance of any kind to the Owner. The Marina shall not be liable to the Owner of the vessel if the vessel returns earlier than scheduled, but shall make a good faith effort to provide alternate space, including mooring berth, dock space, rafting agreement or safe anchorage in the area, for the vessel to use until its regular mooring berth or dock space is scheduled to be available (according to notice received).
14. HOLDING OVER- The Owner covenants and agrees that at the end of the term hereof, they will remove the vessel from its assigned slip in a careful, seamanlike manner, leaving all facilities and utilities, including all shore connections and marina supplied devices, in a good and orderly condition, reasonable wear and tear expected. Owner agrees that if they fail to remove the vessel in a timely manner, they and the vessel shall be liable for a holdover rate at double the regular daily summer transient rate for said slip or berth, even if said holdover continues for an extended period of time.
15. SOLICITATION-The Marina shall not be used for solicitation, advertising or any other business purpose, either from the vessel or shore, except when permitted in writing by the marina.
16. HEATERS/FLAME-To prevent the possibility of fire. Heaters/open flames of any kind are NOT allowed on the docks or on the hard; in or near any vessel.
17. ELECTRICITY- is not included in the slip or storage rental rate. It can be added under ADD ONS on your contract. All unauthorized/unreasonable or excessive power use or plug in may be billed to the customer at the Marina's discretion.
18. LIVEABOARDS- Owner warrants and covenants that no one will live aboard the vessel unless approved by the Marina.
19. TENDERS- and skiffs appurtenant to vessel shall be stored on the vessel in such a manner as the same will not interfere with the vessels or the operation of the Marina, or may be stored on land as directed by the Marina and charged a fee. All land, water, and on vessel storage of tenders and skiffs appurtenant vessels are subject to a fee. Tenders and skiffs appurtenant should be registered with the marina and be clearly marked with customer names or they will be removed at the owner's expense.
20. LOCAL SERVICES- is understood that the Marina does not include any type of protection services, watchmen, guards or security, other than the usual police, fire and rescue departments that are available to the community at large in the City of Milford. The Owner agrees that the Marina shall not be liable to the Owner, to the vessel or to any in privity with them by reason of any intrusion, burglary, theft, vandalism, or any other criminal act of any kind or degree on or about the vessel, whether by land or by water. This contract shall not be interpreted to make the Marina a bailee of the vessel.
21. SERVICES- The owner and the Marina agree that the Marina shall not be liable to the Owner, the vessel or those in privities with them, their licenses or invitees, or any others claiming through or under the Owner of the vessel for any loss of or diminution of services, water, electricity, telephone, mooring or dock facilities, fixtures or equipment, sanitary or lavatory facilities, navigable channels or depths in local harbors or waterways or for any reason including but not limited to acts of God, fires, explosions, vandalism, emergencies, local and regional disasters and any and all third party actions regardless of the nature or duration thereof.
22. LATE PAYMENT- The Marina reserves, and shall have the power to retain possession and control of the vessel, its engines, furniture, equipment, sails, rigging, gear and appurtenances without process of law, the power to hold the same by hauling from the water at the sole expense of the Owner and vessel in cases where the Marina deems it necessary to hold the vessel on land as the most convenient and economical reason of holding same, until paid in full, in cash, or the equivalent thereof, for any and all services which may have been performed by the Marina on behalf of the Owner or vessel. The cost of hauling the vessel out of the water and returning such vessel to the same shall be born as the sole expense of the Owner and vessel, and the Marina shall not be obligated to restore the vessel to the water until paid in advance therefore. Owner further covenants and agrees that a finance charge shall be payable on any and all balances due from time to time hereunder, or for any other services performed by the Marina for the Owner or vessel at the rate of two (2%) percent per month on outstanding balances commenced from the 10th day of the month after the date of the invoice or statement that may be rendered to the Owner. This twenty-four percent (24%) per annum. Owner further agrees that in the event that the Marina shall retain an attorney to take action to collect any balances due to the Marina, including suits to enforce liens against the vessel, a reasonable attorney fee shall be assessable as part of the Marina's damages (regardless of whether any law suit is actually filed) in addition to the balances due for account principle and finance charges.
23. CLAIMS- Owner and vessel shall defend, indemnify and save the Marina harmless from any and all claims, demands, liability, causes of action, judgments and executions and levies thereon, arising directly or indirectly out of any actions by the Owner, vessel or those in privity with them. All claims against the marina must be filed within one year of the incident.
24. TRAILERED- vessels, trailers or motor homes are restricted in parking on the premises without the express permission of the Marina. All unauthorized trailers, vessels, and motor homes are subject to fees. If left on the premises for a period exceeding 60 days without consent or permission of the Marina shall be subject to disposal or removal at the owner's expense.
25. INFRASTRUCTURE-The Marina makes no warranty of any kind as to the condition of the piers, walks, gangways, ramps, mooring gear or electrical and power service, telephone service, or any other utilities, nor shall the Marina be responsible for injuries to persons or property occurring on the Marina property for any reason.
26. CONDUCT- Disorderly conduct by an Owner or his guests shall be cause for cancellation of this agreement, forfeiture of any paid dock fees, deposits and/or loss of assigned dock space.
27. CHILDREN- must be under adult supervision at all times while on the Marina property.
28. PARKING- Owner agrees to limit the parking of cars belonging to himself or guests to one (1) car in the Marina parking lot, and further agrees to park cars where designated by Marina personnel.
29. Port Milford does not provide ladders or tools for customer use.
30. As uses herein, Port Milford refers to Milford Wharf Company d/b/a Port Milford, Castine, LLC and their officers, directors, members, owners, employees and affiliates.