

Approx. Haul out date: _____

Approx. Spring Launch date: _____

Agreement made this _____ day of _____, 20____ by and between Shaw's Boat Yard, Inc., a Massachusetts corporation with a principal place of business at: 86 Main Street, Dighton MA 02715 (**SBY**) and _____ (**Owner/Agent**). Owner/Agent represents and warrants that he/she is aware of the various types of risks associated with the storage; handling and other work performed on his/her boat on boat yard premises.

Section I: OWNER/AGENT / BOAT INFORMATION

Owner/Agent Name: _____ **Address:** _____

Telephone #'s: Home: _____ Cell: _____ Work: _____

Please indicate WHICH number you would like to use as your account number on our scanner system. THANK YOU

E-mail address: _____

Alternate contact/Relationship: _____ Phone number/type: _____

Boat Name: _____ **Make/Model:** _____

Registration or Documentation number: _____ Insurance Certificate#: _____

Length Over-all (L.O.A.): _____ Beam: _____ Draft: _____ Mast(s) Height(s): _____ Keel Type: _____

Key # (in office) or Combo: _____ (Locks are subject to being cut in the event we need to enter your boat)

Section II: STORAGE / DOCKAGE

- A. **Winter Storage Season** is from November 1st through April 31st*
- B. **Summer Dockage & Moorings Season** is from May 1st through October 31st *
- C. **All vessels must be kept mechanically well maintained and in aesthetic condition.**

Section III: DOCKING / MOORING / LAND

- A. **No one is to live aboard the boat while on land, Summer or Winter.**
- B. When launched, boat must leave the ramp area by next day, then there is a five (5) day grace period, **to include** weekends and holidays, at the dock. Exceptions for February to April 30th launches.
- C. **All boats must** leave docks and moorings 72 Hours before the event of a Hurricane/Storm Warning. Owners must be present for Haul. All mobile items must be removed from boat*

Section IV: TERMS AND CONDITIONS

- A. Payment for Labor, Materials, or Services, Storage and Dockage is due **according to the terms of the invoice**. Any balance not paid within the terms shall be assessed a late fee of 1.5% per month (18% annually).
- B. **SBY reserves the right NOT to launch any boat with an outstanding balance or open invoice: No CASH, No Splash....**
- C. This agreement is not assignable by the Owner/Agent without the prior written consent of SBY.
- D. Owner/Agent hereby agrees to reimburse SBY all expenses and costs, to include reasonable attorney's fees, incurred by SBY in the collection of any and all amounts due under this agreement.
- E. Severe weather may require Owner/Agent's boat to be moved or relocated. Should SBY determine it is necessary to move or relocate Owner/Agent's boat, Owner/Agent hereby authorizes SBY to do so. Owner/Agent further authorizes SBY to take any and all actions necessary, to the maximum extent possible, to ensure the safety of the Owner/Agent's boat and agrees to pay SBY any applicable fees and /or charges. This provision **is not** to be construed as **requiring** SBY to take any action. SBY **does not** assume any liability for taking **or** failing to take any action.
- F. Owner/Agent acknowledges that SBY shall not be responsible for any damage to Owner/Agent's boat, under any circumstances, to include, but not limited to, vandalism, theft, fire, flood, explosion, hurricane, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of property or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, transportation difficulties, labor shortage. SBY is not responsible for any damages outside of our control. This includes, but is not limited to: aged, brittle, previously damaged, or worn parts. Owner/Agent agrees to carry appropriate insurance to cover all hazards and shall provide SBY with proof of said insurance with contract.
- G. **Shaw's** reserves the right of **first refusal** for any/all contracted work. **IF approved** contractors **must** report to the office with boat owner **prior** to performing work. **All** Contractors **must** provide insurance certificates.

Section V: OTHER CONDITIONS

- A. Owner/Agent hereby acknowledges that pursuant to M.G.L. c 106, M.G.L. c 255, and Federal Maritime Law, his/her boat, tackle, apparel, and furniture are subject to a lien to secure payment for any and all amounts due SBY by Owner/Agent under this agreement. If Owner/Agent fails to pay the full amount due within 30 days from the due date, SBY shall have the right to resort to any and all remedies granted under any applicable law(s).
- B. Owner/Agent hereby represents and warrants that all required Local, State and Federal Licenses, Permits or Certificates to Operate have been obtained and hereby agrees to maintain same. Owner/Agent further agrees to indemnify, hold harmless, and defend SBY, and its Owner/Agent's, successors and assignees, from any actions or the assessment of any penalties or fees which may be levied against SBY for the Owner/Agent's failure to obtain and maintain the above referenced licenses, permits or certificates.
- C. Any notices required to be given or which shall be given under this agreement shall be written and delivered by hand at the SBY facilities or delivered to either party by certified mail at the above referenced address.
- D. If any provision of this agreement is held to be unenforceable, the remainder of the agreement shall not be affected thereby.
- E. The validity and interpretation of this agreement shall be governed by the laws of the Commonwealth of Massachusetts. This agreement is to be performed within Bristol County, Commonwealth of Massachusetts, and the parties agree that any action in law or equity relating to this agreement shall be brought in either the District or Superior Court, within said Bristol County.

Owner/Agent: _____

SBY: _____

*Please see **Rate Schedule** for any and all applicable fees.