



This agreement is made between the TOWN OF SCITUATE, a municipal corporation, acting by and through its' Harbormaster (hereinafter the "Town") and the undersigned.

1. Slip owner must be the sole or the majority (51%) owner of the entity that owns the vessel of record (hereinafter the "Owner"). A copy of the vessel of record's registration, certificate of title, USCG documentation, certificate of insurance and other documentation as may be required by the Harbormaster must be submitted with this form. The slip owner's name must be first on the USCG documentation/state registration.
2. The Owner and his or her invitees agree they shall use and occupy the Marina at their own risk, and the Town shall not be liable to them for any injury or death, or loss or damage to the Owner's vessel, motor, accessories, including tools and associated equipment, or any loss due to fire, theft, vandalism, collision, marina equipment failure, windstorm, rain, hurricane, freeze or other causality of loss.
3. The Owner must obtain and provide proof of adequate insurance of whatever necessary kind to cover any loss or damage to his or her vessel, the entire contents thereof, and for any personal injury and property damage to any person or thing on the boat and for any pollution to the environment with cleanup coverage. In addition, the owner shall obtain Marina Liability for \$1,000,000 naming the Town as additional insured. Copies of all current insurance binders must be provided to the town. The Town shall not be liable to the Owner or any other person for any loss or damage to the vessel. Owner shall be solely responsible for insuring against such risks without any subrogation against the Town.
4. The season shall commence on May 15th and end on October 15th for dockage. No vessel shall be installed prior to May 15th, and all vessels must be removed no later than Oct 15th. NO EXCEPTIONS.
5. Deposits to renew your slip for the following year, in the amount of \$400, are due at the end of the season, October 15th. Failure to timely pay this deposit will result in surrender of the slip. NO EXCEPTIONS.
6. The Harbormaster shall assign all slips in his sole discretion. No Owner has a right to a specific slip. Slip assignments are subject to change, relocation or reassignment at any time at the direction of the Harbormaster without notice to the Owner. The Owner shall berth the vessel only at a slip or location as the Harbormaster directs.
7. The Owner shall not assign, sublease or make dockage available for use by any vessel except for the vessel covered under this contract. Proof of vessel ownership is required at time of slip payment by either vessel title or vessel Coast Guard Documentation papers. The rights secured by this contract are not transferable.
8. No person, other than the Town or the Owner shall work on a boat at the Marina without prior written approval of the Town. No such approval shall be granted to a third party unless the third party furnishes to the Harbormaster a signed Usage Agreement and a certificate of insurance naming the Town of Scituate as an additional insured. Said insurance shall include
9. No open flames are permitted on Marina floats or on vessels berthed therein, including, but not limited to, hibachis and grills. All cooking must be done inside the boat.
10. No vessel shall be fueled in the Marina.
11. The Owner will check in at the Harbormaster's office when his or her vessel is placed in the assigned slip.
12. The Town shall have a lien on the vessel, her tackle, apparel, furniture, appurtenances and contents to secure payment of any debt due the Town for the use of dock facilities or other services.
13. Only vessels in good condition, and under their own power, shall be permitted to the berthing areas. In the event of an emergency, after reasonable efforts to contact the Owner or his/her designee, the Town may move said vessel from the

dockage space to another berthing or mooring and, in the event of such emergency due to breakdown to bilge pump, bad lines or similar emergency, the Town may effect repairs and charge the Owner the cost.

14. Pets shall be leashed and permitted ONLY if they do not disturb other guests.
15. Noise shall be kept to a minimum at all times. Owners shall use discretion in operating engines, radios, so as not to create a nuisance or disturbance.
16. Swimming and diving shall not be permitted from floats. Fishing from the Marina is by permission only in an area designated by the Harbormaster.
17. The Owners and the Owner's guests shall not store supplies, materials, accessories or debris on walkways or floats and shall not construct any lockers, chests, cabinets or similar structures. Hoses and electrical cords shall not be left on the deck when not in use and shall not be left in a manner that could constitute a trip hazard. No dinghies are allowed on the floats or in the Marina except in designated dinghy spaces for approved patrons.
18. No appurtenances, including dinghies, shall be fastened to, secured to or stowed upon any vessel so as to interfere with navigation or passage.
19. Laundry shall not be hung on boats, decks, docks, or finger piers.
20. Shoes must be worn when walking through the Marina or on the floating docks at all times.
21. There will be no refunds of deposits. If an Owner surrenders a slip that has been paid in full, the Harbormaster may prorate the Slip fee, less the amount of the deposit, if the Harbormaster is able to reassign the slip to another person.
22. No vessel will be permitted in the Marina if bowsprit, booms and/or any extension hang on or over floats, so as to endanger persons and/or Town property.
23. Notify the Harbormaster's Office of any suspected vendors/solicitors or strangers on dock. Please use VHF Channel 9 to contact the office.
24. Scituate Marina is a No Discharge Zone.
25. Slip Owner must notify the Harbormaster of the seasonal arrival and vessel departure dates.
26. The Owner is required to notify the Harbormaster's Office when his or her slip will be vacant overnight, or for a period of twenty four (24) hours or more. The Harbormaster maintains the right to use vacant Town slips for transient or emergency needs.
27. A breach of any of the terms of this agreement may result in cancellation and/or termination of this agreement by the Town upon forty eight (48) hour notice to the Owner. Such notice may be given either personally to the Owner or his or her captain, by email or by mail to the Owner at the Billing/Mailing address supplied by the Owner. Slip fees will not be refunded if this agreement is terminated or cancelled.

I have read, understand and agree to the Terms and Conditions of this agreement.

Owner's Signature _____ Date: _____

Owner's Name: _____
Print Name

**RETURN THIS FORM WITH YOUR SLIP PAYMENT,
EXCISE FORM, PROOF OF INSURANCE AND VESSEL OWNERSHIP
TO THE HARBORMASTER'S OFFICE**

