



Hingham Shipyard Marinas
24 Shipyard Drive Hingham, MA 02043
Phone: 781-749-6647 Fax: 781-740-0700
E-Mail: info@hinghamshipyardmarinas.com Web: hinghamshipyardmarinas.com

Dear Valued Customer,

August 2008

We hope that you are having a good boating season and have participated and enjoyed the many events that the marina has offered and will continue to offer. We are now booking HSM Winter Storage 2008/2009 for **Dry, Wet and Liveaboard**.

We are pleased to announce that the Hingham Shipyard Marinas is providing mechanical, electrical, diesel engine, shipwright services and brokerage. All inquires and services can be booked at our service department through Mr. Vincent DiTullio at the marina office during normal business hours. These qualified service groups will provide in de-commissioning engines, marine installations, marine carpentry, fiberglass work, rigging, brokerage, etc. We believe that this will satisfy your requests that Hingham Shipyard Marinas provide on site marina services. We are confident that these services will make our hauling and launching season more efficient. HSM contractors are:

- **Black Diamond Marine Services, Vincent DiTullio:** Mechanical and Brokerage. Authorized servicing dealer for MerCruiser – Volta Penta – Yamaha Outboards. Authorized dealer for Larson & Glacier Bay Catamarans.
- **Steve's Shop, Steve Gagnon:** Diesel engine services, Allison Transmissions, Welding and fabricating. Authorized service center for John Deere Marine, Northern Lights Generators, Lugger Marine Propulsion, Yanmar Marine Engines, Kohler Marine Generators.
- **J-Way Enterprises, Jay Wayland:** Sailboat diesel engine and generator repairs.
- **Lippincott Marine Electrical, Seth Lippincott:** Raymarine certified and National Marine Electronics Association License.
- **Rising Tide, Ted Gwilliam:** Shipwright services, System engineer – Electrical, Mechanical & Sanitation, All things Fiberglass, Marine carpentry and Rigging.
- **Rik G's Custom Canvas, Rik Gudman:** Custom Boat Canvas and Canvas Repair.

The Winter season begins November 1, 2008 through April 30, 2009, however, we will start hauling after Labor Day at no additional charge. So that we may schedule requested services in a timely manner, please complete (in its entirety) enclosed package by October 1, 2008. A 50% deposit is required upon submission of storage contract and the balance of charges must be paid in full before the boat is hauled or November 1st (whichever comes first). All other services will be invoiced upon completion. Along with accepting checks, we also accept Mastercard and Visa only.

If you have any questions, please do not hesitate to contact us. Thank you for your consideration and enjoy the rest of the season. We look forward to hearing from you.

Thank you, Cherie Dube – Office Manager



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2008/2009 Winter Storage Rates

Dry Storage

Power Boats	\$50.00/ft LOA
Sail Boats	\$55.00/ft LOA
Includes haul, bottom wash, blocks/stands and re-launch in the Spring	

Commercial Wet Storage

Power Boats	\$30.00/ft LOA
Rate applies for six months Nov-April	
Electric metered w/a \$100.00 refundable deposit	

Power Boats	\$37.00/ft LOA
Rate applies for monthly storage	
Electric metered w/a \$100.00 refundable deposit	

Wet Storage

Power/Sail Boats	\$37.00/ft LOA
Electric metered w/a \$100.00 refundable deposit	

Liveaboards

Power/Sail Boats	\$90.00/ft LOA
Electric metered w/a \$100.00 refundable deposit	

Boat on trailer

Brought in on your own trailer	\$45.00/ft LOA
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Tow -N- Go

Haul, wash and load to a trailer	\$ 8.00/ft LOA
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****Please note: All boats stored must be insured with a certificate of insurance on file at marina office. In water storage must have year round in water coverage.**

SPACE ASSIGNED _____

HINGHAM SHIPYARD MARINAS
24 Shipyards Drive Hingham, MA 02043
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BOAT STORAGE LICENSE DATE _____

This agreement is a license of storage space and not a bailment, between the following: HSM, which is hereinafter referred to as the "LICENSOR" and the owner of the vessel ("BOAT") described below who is hereinafter referred to as the "LICENSEE", subject to the terms and conditions set forth attached to this agreement, which the LICENSEE is urged to read carefully.

LICENSEE INFORMATION

NAME (please print) _____ E-mail _____
Street _____ City _____ State _____ Zip _____
Tel: Work () _____ Home () _____ Fax () _____
OWNER OF BOAT (please print) _____ E-mail _____
Street _____ City _____ State _____ Zip _____
Tel: Work () _____ Home () _____ Fax () _____
Signature of owner authorizing LICENCEE to act on its behalf _____

BOAT INFORMATION

Official No. or
Name _____ State Registration No. _____ Home Port _____

A photocopy of the boat's state registration or Federal document is attached hereto and made a part of this license document

Length Overall _____ Gross tonnage _____ Hull Material _____

For the purpose of this license, length overall shall include all overhanging parts of the boat, e.g., bowsprits, bow pulpits, booms, swim platforms, davits, and dinghies. LOA for boats stored on trailers shall be based on the length of the boat and/or trailer; whichever is greater. The Marina reserves the right to verify all measurements.

Mfg _____ Model _____ Year _____ Beam _____ Draft _____

Type of Boat _____ Engines: Single _____ Twin _____ Total Horsepower _____

BOAT INSURANCE INFORMATION *A COPY OF CERTIFICATE OF INSURANCE MUST BE PROVIDED – PLEASE ATTACH COPY*

Insurer _____ Policy Number _____ Expiration Date _____
Coverage \$\$: Hull & Contents _____ Liability _____ Agent /Broker _____

TERM OF LICENSE

Winter Dry Storage Package (Nov 1 to Apr 30) *TOTAL PAYMENT DUE IN ADVANCE*

Package includes: autumn haul-out, pressure bottom-wash, blocks & stands and a spring launch. Any boat brought into the Marina more than 48 hours before scheduled haul-out or remaining in the Marina more than 48 hours after the launch will be assessed a temporary dockage fee at the prevailing rate.

OUTSIDE: _____ Ft. @ \$ _____ per linear foot = \$ _____

Winter Wet Storage (Nov 1 to Apr 30) *TOTAL PAYMENT DUE IN ADVANCE, including a refundable deposit of \$100 for electricity.*

Arrangements must be made in advance for boats to be brought into the marina prior to November 1 or left after April 30, during which periods, transient dockage rates will apply.

_____ Ft. @ \$ _____ per linear foot = \$ _____

***INCOMPLETE AND UNSIGNED LICENSE AGREEMENTS WILL NOT BE ACCEPTED BY THE LICENSOR.** Requests for service will not be honored in the event of incomplete or unsigned License agreements.

***NO BOAT OWNER MAY MOVE OR ADJUST BOAT STANDS.** Any boat owner reported to be moving boat stands will be liable for any damage to owners' boat or surrounding boats caused by owners' actions.

***BOATS WILL NOT BE HAULED OR LAUNCHED UNLESS ACCOUNTS ARE CURRENT.** Overdue accounts are subject to monthly finance charges at an annual percentage rate of 18%.

***ABANDONED BOATS MAY BECOME PROPERTY OF THE LICENSOR.** SEE TERMS AND CONDITIONS ON THE REVERSE SIDE.

***HOLDOVER CHARGES,** at prevailing dry storage rates, will commence on May 1 and will accrue until either (a) a signed summer contract has been received or (b) the day of launch.

By signing below, you hereby authorize the Marina to use the credit card information provided to satisfy any and all charges incurred by you over 30 days old.

CREDIT CARD NO.: _____ EXPIRATION DATE: _____

LICENSEE: (I have read the rules & regulations and agree to abide by them). HINGHAM SHIPYARD MARINAS AUTHORIZED REPRESENTATIVE

DATE: _____

DATE: _____

Hingham Shipyard Marinas



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****Please complete and return all service pages regardless if no service required****

Date: _____

Owner's Name _____ Name of Boat _____

Street _____ Fax _____

Town _____ State _____ Zip _____

Home Phone _____ Combo/Key Location _____

Work Phone _____ Reg# _____

Sail _____ Power _____ LOA _____ Summer Location _____

Circle one: Mast up or Mast down

Circle one: Mast storage required: Yes or No - Mast storage \$300.00 (boat must be here)

****Rigging services available by Rising Tide, please see attached****

Circle one: Tower or Bridge

Boat Make & Year _____ Winter Location _____
(please leave blank)

Desired Haul Date _____ Desired Launch Date _____

****If you desire to fill fuel tank (prior to storage), we recommend that you fill only to the 3/4 mark to allow expansion. Boat owners will be held responsible for all costs associated with a clean up from spill.****

PUMP OUT SERVICE

Our pump out station is available for our customers' use free of charge, however, it is the boat owners' responsibility to make sure the holding tank is pumped out prior to haul. **There will be a \$5.00/ft. charge assessed to any vessel needing to be pumped out on or after the haul out date.**

_____ Please pump out holding tank (yes/no) \$5.00/ft.
SHRINKWRAP (rates based on length overall of boat). **Please note: We do not guarantee the shrinkwrap to withstand damage from heavy winds and/or inclement weather.**

Powerboats & Sailboats with mast down:	
____ 22' and under	\$13.00/ft.
____ 23' to 31'	\$16.00/ft.
____ 32' to 40'	\$18.00/ft.
____ 41' to 50'	\$22.00/ft.
____ 51' and Up	\$27.00/ft.

Shrinkwrapping sailboats with mast up, towers or bridges

____ Please shrinkwrap with mast up	ADD	\$ 5.00/ft.
____ Please shrinkwrap tower/bridge	ADD	\$ 5.00/ft.
____ Please add shrinkwrap door at an additional cost of		\$30.00 each

Boats should be ready for shrinkwrapping and winterization after hauling. Please prepare accordingly. Only Marina designated personnel are authorized to provide shrinkwrapping service.

It is the customer's responsibility to make sure all canvas enclosures (covers/biminis) be properly stored prior to shrinkwrapping. **There will be an additional charge if canvas is not down prior to shrinkwrapping boat.**

Canvas covers may NOT be tied to stands. The Marina will cut lines found tied to stands. Boat owners may not adjust block or stands.

It is strongly recommended that all outdrives, outboard motors, propellers and any personal property be removed from boat. The Marina is NOT responsible for damage or theft.

Credit Card No. _____ Expiration Date _____

Customer Acceptance:

By signing below, I hereby authorize the Marina to use the credit card information provided to satisfy any and all charges incurred by me over 30 days old.

Authorized Signature _____ Date: _____

Black Diamond Marine Services
24 Shipyard Drive Hingham, MA 02043
Phone: 781-749-2222 Fax: 781-740-0700

Winterization for all type engines include: Run engine to operating temperature while flushing with fresh water, fog engine with CRC fogging oil, drain engine and add non toxic antifreeze with rust inhibitors, add fuel stabilizer and spray engine and components with CRC rust inhibitors.

Maintenance of Sterndrive (inboard/outboard) service includes remove drive, grease universal joints, input shaft and all pivot points. Remove prop, grease prop shaft and reinstall prop. Inspect all bellows, change gear oil and reinstall drive.

Labor rates are per engine, per drive plus materials.

Please check off the service you wish performed.

Engine manufacturer _____ Year _____ HP: _____

Single: _____ Twin: _____

Inboard engine winterization (Gas)

- 4 Cylinder \$165.00 plus materials (per engine)
- 6 Cylinder \$185.00 plus materials (per engine)
- 8 Cylinder \$200.00 plus materials (per engine)
- Engine oil and filter change \$75.00 plus materials (per engine)

Sterndrive (inboard/outboard) engine winterization

- 4 Cylinder \$165.00 plus materials (per engine)
- 6 Cylinder \$185.00 plus materials (per engine)
- 8 Cylinder \$200.00 plus materials (per engine)
- Engine oil and filter change \$75.00 plus materials (per engine)

Outboard engine winterization (2stroke)

- 1 Cylinder \$ 65.00 plus materials (per engine)
- 2 Cylinder \$110.00 plus materials (per engine)
- 3 Cylinder \$150.00 plus materials (per engine)
- 4 Cylinder \$175.00 plus materials (per engine)
- 6 Cylinder \$200.00 plus materials (per engine)

Outboard engine winterization (4 stroke)

- 2 Cylinder \$110.00 plus materials (per engine)
- 3 Cylinder \$150.00 plus materials (per engine)
- 4 Cylinder \$175.00 plus materials (per engine)
- 6 Cylinder \$200.00 plus materials (per engine)
- 8 Cylinder \$275.00 plus materials (per engine)
- Engine and oil filter change \$75.00 plus materials (per engine)

Diesel engine winterization

- All engines up to 4 cylinder: \$200.00 plus materials (per engine)
- 6 cylinders and up – Labor rate is based on time plus materials
- Engine oil and filter change - Labor rate is based on time plus materials

Generator Winterization

- Gas – Labor rate is based on time plus materials
- Diesel – Labor rate is based on time plus materials
- Engine and oil filter change – Labor rate is based on time plus materials

Water system Winterization – Labor rate is based on time plus materials

- Fresh water system includes: sinks, showers, hot water heater and fresh water wash downs
- Ice makers
- Marine heads: Note holding tanks must be emptied prior to hauling
- Salt water washdown, live wells and bait wells
- Heat and A/C

Sterndrive maintenance (inboard/outboard)

- Mercruiser (Alpha/GenII) \$225.00 per drive plus materials
- Mercruiser (Bravo 1/II/III) \$265.00 per drive plus materials
- Volvo Penta (SX Drive) \$225.00 per drive plus materials
- Volvo Penta (Pre SX & DP Drive) – Labor rate is based on time plus materials per drive
- OMC – Labor rate is based on time plus materials per drive

Labor rate: \$98.00 per hour for all time based operations.

Payment is due upon invoicing. Please note: Billing for these services will be invoiced directly from Black Diamond Marina.

Other Services/Notes/Special instruction: _____

Authorized Signature: _____ **Date:** _____

Authorized servicing dealer for MerCruiser – Volvo Penta – Yamaha Outboards

Authorized dealer for Larson & Glacier Bay Catamarans

All offered services are to be booked directly through the Hingham Shipyard Marina Office

24 Shipyard Drive Hingham, MA 02043

Phone: 781-749-2222 Fax: 781-740-0700

Steve's Shop, Steve Gagnon

Services offered include: Diesel engine services, Allison Transmissions, Welding and fabricating. Authorized service center for: John Deere Marine, Northern Lights Generators, Lugger Marine Propulsion, Yanmar Marine Engines, and Kohler Marine Generators.

If you require any of these services, please explain: _____

Authorized Signature: _____ **Date:** _____

J-Way Enterprises, Jay Wayland

Service offered include: Sailboat diesel engine and generator repairs.

If you require any of these services, please explain: _____

Authorized Signature: _____ **Date:** _____

Lippincott Marine Electrical, Seth Lippincott

Services offered include: All marine electric needs. Raymarine certified and National Marine Electronics Association License.

If you require electric marine services, please explain: _____

Authorized Signature: _____ **Date:** _____

Rising Tide, W.E. "Ted" Gwilliam Jr.

Services offered include: Shipwright services, System engineer – Electrical, Mechanical & Sanitation, All things Fiberglass, Marine carpentry and Rigging.

If you require any of these services, please explain: _____

Authorized Signature: _____ **Date:** _____

Rik G's Custom Canvas, Rik Gudman

Services offered include: Custom canvas and Canvas repair.

If you require any of these services, please explain: _____

Authorized Signature: _____ **Date:** _____

A service rep will contact you in regards to requested services.
Labor rate: \$98.00 per hour plus materials where applicable.
Please note: Billing for these services will be invoiced directly from contractor.

Terms and Conditions of License Agreement

1. This is a license of wet or dry storage space only. Subject to the terms and conditions herein, the LICENSEE shall have full care, custody and control of the BOAT. The LICENSEE agrees that any license of dockage and/or storage space shall not constitute a bailment or tenancy of any kind, either expressed or implied, and the relationship of the parties is only a license granted to the LICENSEE by the LICENSOR. The Granting of this license by the LICENSOR does not obligate the LICENSOR to provide LICENSEE similar licenses in future years or obligate the LICENSOR to provide future storage for the BOAT. The LICENSEE agrees to pay all service and/or storage fees when due.
2. The LICENSEE acknowledges the LICENSOR's Rules and Regulations are incorporated by reference in this license. LICENSEE warrants that LICENSEE has read the LICENSOR'S Rules and Regulations and agrees to abide by and be bound by them as fully as though they were set forth herein. The LICENSOR reserves the right to cancel this LICENSE for violation of any said Rules and Regulations or breach of the terms and conditions of this LICENSE, and to retain all amounts paid in advance hereunder as liquidated damages. An additional copy of the current Rules and Regulations of the LICENSOR will be provided to the LICENSEE upon written request. The LICENSOR hereby reserves the right to change the posted Rules and Regulations from time to time.
3. In the event of an emergency during the LICENSEE's absence, the LICENSOR is authorized, but not obligated, to attempt to undertake appropriate measures to mitigate damage to the BOAT, other vessels, or LICENSOR property. Should the LICENSOR choose to attempt to mitigate damages to the BOAT, such services will be charged to the BOAT, its LICENSEE and/or its owner.
4. LICENSEE shall moor his BOAT at its slip so that the BOAT is securely tied and creates no risk of injury to any person or damage to other vessels, its slip or the Marina. Line used to secure the BOAT shall be of sufficient size, quantity and quality to insure safe mooring. If the BOAT is not in LICENSOR's sole discretion, safely or properly moored, or is moored in any manner which creates an obstruction to other vessels, LICENSEE may, but shall have no duty to, take any action necessary to correct such condition. Should LICENSOR take any action, LICENSEE shall upon receipt of an invoice, pay LICENSOR for the services provided and reimburse LICENSOR for any costs and expenses incurred.
5. This license does not vest any rights in the LICENSEE in regard to any winter storage area for the BOAT. The owner agrees to clean the winter storage area of the boat prior to launch. Should any winter storage area be left in disarray, the necessary clean-up will be charged to the BOAT, its LICENSEE and/or its owner.
6. A LICENSEE may work on LICENSEE's own BOAT. Outside contractors may be brought onto the LICENSOR premises to do any work except as provided in the LICENSOR's current Rules and Regulations. No LICENSEE, or outside contractor may work on any boat in indoor storage.
7. The LICENSEE agrees that no insurance is carried by the LICENSOR on the BOAT or its associated property. The LICENSEE warrants that the BOAT and its contents are now, and will remain throughout the term of this license, insured under a hull insurance policy in an amount at least equal to the actual value of the vessel and its contents, and liability coverage in the amount of \$300,000.00 per occurrence. LICENSEE shall furnish the LICENSOR with a certificate or insurance evidencing insurance coverage as required above. Upon demand by the LICENSOR, LICENSEE shall deliver further proof of insurance to LICENSOR. The LICENSEE will be held responsible for damages LICENSEE may cause to other boats within the LICENSOR premises or to the structure and facilities of the LICENSOR. Policy **MUST** include pollution coverage.
8. The LICENSEE agrees that this license does not constitute a bailment and that the consideration paid to the LICENSOR for the space in which he may store his/her BOAT and/or store his/her property is disproportionately small in comparison to the value of the BOAT and equipment involved, and the LICENSEE is well aware of the various types of risks that are involved and associated with the dockage and/or storage of his/her BOAT or property on the premises. Therefore, it is agreed that the BOAT and all other property of the LICENSEE, LICENSEE's employees, servants, agents, and guests, which may be brought onto the LICENSOR premises, is, during the term of this license and any extension thereof, at the sole risk of the LICENSEE: the LICENSOR, its agents, servant and employees will not be liable for any loss of or damage to said property under any circumstances including, but not limited, to losses caused by wind/storm, sinking, fire, theft, vandalism, water damage and any negligent acts or omissions of the LICENSEE not amounting to gross negligence, notwithstanding any asserted or actual breach of this license by the LICENSOR.
9. The LICENSEE acknowledges that LICENSEE is solely responsible for the BOAT and any person LICENSEE brings onto the LICENSOR's premises; therefore, LICENSEE to the fullest extent permitted by law agrees and does hereby, on behalf of LICENSEE, LICENSEE's heirs and executors, successors in interest, and the BOAT during the term of this license or any extensions thereof, release and hold harmless the LICENSOR, its agents, servants and employees from any liability for any injury to the person of the LICENSEE, employees, servants, agents and guests, from any cause, including any negligent acts or omissions of the LICENSOR, its agents, servants and employees not amounting to gross negligence, not withstanding any asserted or actual breach of this license by LICENSOR. The LICENSEE agrees on behalf of LICENSEE, LICENSEE's employees, servants, agents and guests to assume to sole risk of any injury and indemnify the LICENSOR. Provided, however, that this Paragraph shall have no force or effect if it shall be contrary to the terms and conditions of any insurance policy that the LICENSEE is required to maintain in accordance with this license.
10. The LICENSEE agrees that the terms and conditions of this license shall be automatically extended to cover the period from time to time the BOAT or property is first brought onto the premises until the BOAT or property is permanently removed from the premises and the LICENSOR is notified of such removal or until a new dockage or storage agreement is executed.
11. Any period of time beyond the explicit termination date during which the BOAT and/or its associated equipment remains on the LICENSOR premises and has not been made the subject of any successor license, it shall be subject to additional charges. The LICENSEE further agrees that additional charges for dockage and/or storage shall be due and payable for any extended period of said LICENSE at the then established dockage and/or storage rates of the LICENSOR and that, if necessary, the BOAT may be arrested and sold to satisfy such charges.
12. The LICENSEE agrees that the LICENSOR shall have the right but not obligation to relocate the BOAT or its associated property while it is docked or stored within the Premises for such reason and to such other location on the Premises as the LICENSOR shall deem appropriate, including but not limited to the right to move the BOAT and/or remove the BOAT from the water, should such appear to the LICENSOR to be necessary to protect the BOAT or property. In such an event the LICENSEE further agrees to reimburse the LICENSOR for any charges accrued in connection with either relocating the BOAT on land within the Marina storage areas or hauling the BOAT from and returning the BOAT to the water at prevailing rates.
13. LICENSEE shall at all times maintain the BOAT in a safe condition. LICENSEE shall maintain the area in which the BOAT is stored and the immediately adjacent areas in a clean and tidy condition. LICENSEE shall not paint, decorate, embellish, change or make any alterations or additions to any areas of the LICENSOR.
14. LICENSEE shall pay all outstanding charges and claim the BOAT at the end of the LICENSE period, October 31st or the end of the last month for which storage charges were paid. If the LICENSEE or owner thereafter fails to remove the BOAT from the LICENSOR after being sent written notice from the LICENSOR to do so, the LICENSOR, at its election and after providing written notice to the LICENSEE and owner, may deem the BOAT to have been abandoned to it and sell the BOAT or take such other action as allowed by law.
15. The LICENSEE agrees that the LICENSOR shall have a lien against the LICENSEE's BOAT and its appurtenances and contents, as well as against LICENSEE's other property on the premises, for unpaid sums due for the use of dockage or storage facilities, other services, and/or for damage caused or contributed to by his BOAT or by the LICENSEE, LICENSEE's employees, servants, agents and guests, to any docks or property of the LICENSOR or others. If the LICENSOR refers such unpaid sums or liens to an attorney for collection, then the LICENSEE agrees to pay all costs, fees, and expenses of such collection action, including reasonable attorney's fees.
16. It is understood between the parties that no refunds will be made after his license has been executed. The LICENSOR may cancel this license as provided in the RULES AND REGULATIONS.
17. All notices and other communications required or permitted by this license shall be deemed given if made in writing and, in the case of notice to the LICENSEE, or OWNER, sent by first class mail, postage prepaid, to the LICENSEE's or OWNER's address set forth above or delivered by hand to a responsible person on board the BOAT and in the case of notice to the LICENSOR, sent by first class mail, postage prepaid, to the Manager, The Licensor, 24 Shipyard Drive, Hingham, MA 02043 or delivered by hand to a responsible person in the LICENSOR office at the same location.
18. This LICENSE shall only become effective when accepted by an authorized representative of The Licensor and signed in the space below. This license can only be altered, modified, or amended by a written instrument signed both by an authorized representative of the LICENSOR and LICENSEE.
19. Should any provision(s) of this license or the application of any such provision to any persons, entity or circumstances to be found invalid, such invalidity shall not be deemed to impair or affect in any way the validity; enforceability or effect of the remainder of this license, and, in such event, all of the other provisions of this LICENSE shall continue in full force and effect as if such invalid provision(s) had never been included herein.

**Terms and Conditions of License Agreement
continued**

20. Any boat or property placed in dockage and/or storage at the LICENSOR under this license shall be subject to the terms and conditions set forth above.
21. This license is not transferable or assignable by LICENSEE. The licensed space shall not be sub-licensed.
22. Whenever applicable, the Federal Admiralty Law shall be used in any dispute between LICENSOR and LICENSEE as to the interpretation of this license agreement or any dispute arising from the execution of this license agreement. If Federal Admiralty Law is not applicable or does not exist, the laws of the Commonwealth of Massachusetts shall be applied.
23. Any dispute arising from interpretation of this license agreement or any dispute arising from the execution of this license agreement except to the lien rights of the LICENSOR as expressed in Paragraph 14, which are specifically excluded, shall be decided by arbitration, in Boston, Massachusetts before the American Arbitration Association in accordance with its rules and regulations.

Hingham Shipyard Marinas Rules and Regulations

Welcome to our Marina! We are pleased to have you here, and are committed to providing a setting that will make your time here relaxing and memorable. Please review the following information and feel free to talk to us about any special circumstances that you have. Reasonable & practical precautions will be taken by the Marina to ensure a safe and enjoyable experience. However, the Marina assumes no responsibility for, nor does it guarantee the safety of any vessel or person in the Marina. The Marina will not be liable for any personal injury, nor will it in any event be responsible for property damage or loss resulting from ice, wind, storm, fire, theft, sinking or any other causes.

1. **DOCK ELECTRICITY AND WATER SERVICES:** All shore power/electrical cords are required to be in good condition. Any shore power cord set exhibiting frayed or cracked insulation, or other hazardous condition, will be disconnected. Water hookups are available on all docks. To help us conserve water, please fit all water hoses with self-closing nozzles, and address all leaks at hose connections.
2. **AUTOMOBILE PARKING FACILITIES:** Parking is available for vessel owners and their guests in designated areas while conducting marina business only. All vehicles must display a parking permit. Two parking permits per slip will be issued, and temporary parking permits for guests are available at the Marina Office. Please do not park in such a way as to block handicap areas, entrances, exits, ice chests or Marina fuel tank filling areas, since the Marina reserves the right to have vehicles violating these rules towed at the owner's expense. The marina will not be liable for damage incurred to customer's vehicles while parked on Marina property.
3. **FUEL:** Diesel and gas are available at the fuel dock during the posted hours of operation. The fuel dock is a no smoking area, and the posted rules in the fuel dock must be followed. Please note that refueling is prohibited in the berthing area. As an additional service, vessel owners can contact the Marina office to have their vessels fueled during off-peak times by Marina staff so that the vessel is ready for departure.
4. **REST ROOMS AND SHOWERS:** Secured rest rooms and showers are available for vessel owners and their guests. Please see the Marina staff for appropriate entrance code.
5. **LAUNDRY:** Washer and dryer available for a fee at Landfall Marina and Hewitts Cove Marina
6. **REFUSE AND SEWAGE DISPOSAL FACILITIES:** Dumpsters and covered trash receptacles are available for use by Marina recreational customers for household-type garbage generated on board or in the yard. The Marina and surrounding waters is a "No Discharge Zone". Pump out service for marine sanitation devices and dumping for portable heads is available at the service dock next to the vessel lift area. See the Marina staff for service assistance.
7. **OIL AND ANTIFREEZE DISPOSAL:** Waste oil or antifreeze generated on-site may be disposed of at a designated area (please contact the office for more information). The oil or anti-freeze must be in a closed container, and must be placed within one of the containment areas designated for this purpose. The proper handling and disposal of all paint-related and service-related materials used on a vessel or taken off a vessel by the owner or a contractor is the responsibility of the vessel owner. No person shall discharge oil, hazardous materials, flammable liquids or oily bilge into the water, on the ground, or onto any other portion of the Marina.
8. **BATTERY RECYCLING:** Lead/acid batteries from vessels on-site may be disposed of at a designated area (please contact the office for more information). The battery must be intact, and must be placed within the containment area designated for this purpose.
9. **FISHING:** For the safety of our customers fishing on or around the docks is not allowed. Gutting or cleaning of fish on the docks is also strictly prohibited.
10. **WATER QUALITY:** The Marina is first and foremost committed to maintaining a pleasant setting for you, your guests, and other vessels. To this end, we ask that you help minimize the impact on the marine environment by: securing oil-absorbing pads in the bilge to collect leaks, maintaining your vessels engine(s) at peak operating efficiency, cleaning up the bilge after servicing, and using the minimal amount of specialty soap for vessel washing.
11. **APPEARANCES:** We recognize that the appearance of the vessels in the Marina can enhance your experience. Your vessel must be kept in such condition as to reflect favorably on the appearance standards maintained by the Marina. The vessel deck needs to be kept free of debris, bottles, papers, trash or unsightly materials at all times.
12. **SAFETY OF CHILDREN:** A responsible adult must accompany children aged 12 and under on the Marina premises at all times. It is strongly recommended that parents have young children and non-swimmers wear personal flotation devices on vessels and around docks. The Marina has no recreational facilities for children. Parents are expected to know the whereabouts of their children at all times.
13. **CONDUCT:** We value the community atmosphere of the Marina, and we ask that you conduct yourself accordingly. Disorderly or indecorous conduct by a vessel owner, operator, crew or guests that infringes on the quiet enjoyment of other vessel owners and or operation of the Marina or which may injure a person, cause damage to property, or harm the reputation of the Marina, shall constitute grounds for immediate license cancellation and removal of the individual(s) or vessel in question from the Marina.
14. **NOISE:** Please use mature judgment in operating engines, generators, radios, CD players and televisions so as not to create a nuisance or disturbance. All engine exhausts shall be effectively muffled by a muffler or underwater exhaust as required by Massachusetts State Boating Laws, Chapter 90B, Sec. 6. Halyards shall be secure so as to prevent slapping.
15. **PETS:** Pets must be leashed at all times, and controlled so that they do not disturb others. Pets may not be allowed to relieve themselves on the docks, walkways, or parking areas. Check with the Marina office on approved locations to toilet your pets. Pet owners are responsible for cleaning up after their pets.
16. **SOLICITING:** To assure the privacy of others, advertising or soliciting is not permitted anywhere on Marina property.
17. **CAMPING:** Camping is not permitted anywhere on Marina property.
18. **FIRE SAFETY:** The use of charcoal burners, hibachis, grills and any open flame producing equipment, other than installed galley stoves, is prohibited within the Marina premises unless a fire permit is obtained from the Marina office. The use of charcoal grills/hibachis may be permitted in designated areas near the head of the gangway; check with the Marina office. **Unattended use of electrical equipment aboard a stored vessel (in water or on land) is strictly prohibited and will be removed by the Marina.**
19. **SWIMMING:** Swimming is not permitted from the docks or from the vessels docked at the Marina.
20. **DOCK SAFETY & ACCESS:** No supplies, materials, accessories or debris shall be left on the walkways, nor shall anyone install or construct any lockers, chests, or similar structures on the docks. The Marina office must approve all dock steps stored on the piers. Dock lines shall not be tied across walkways or fingers, nor shall bow pulpits or any overhang obstruct walkways.
21. **DOCKING LINES & FENDERS:** Vessels in slips shall be secured with bow, stern, and spring lines in a safe & secure manner and must have fenders attached to the vessel; not the dock, to protect them from rubbing against the dock. The Marina strongly advises that dock line be made of nylon, not polypropylene. We also require the use of chafing gear. Vessels moored to buoys shall be secured with a stout rope to the buoy in a safe and secure manner and shall use proper chafing gear to prevent wear of all lines. If a vessel is improperly secured the Marina may, but is not obligated to secure or retie the vessel. If you have any questions about how to properly secure the vessel, we will be happy to demonstrate the proper method.

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continued

22. **TENDERS & SKIFFS** (10' or under): Tenders and skiffs may be stored alongside the vessel at certain slips/locations where there is space available (**with the approval of the Marina**). Tenders & skiffs may not be placed on the docks or in slips without Marina approval. A second vessel over 10', stored in your slip, while still needing Marina approval, is required to be under a **separate slip license agreement**.
23. **BOAT MAINTENANCE ON THE WATER**: Customers may work on their vessels between the hours of 8:00 a.m. and 8:00 p.m. For your safety and protection of your vessel please check into the office prior to working on you vessel. Prior approval of the Marina management is required to work on vessels from 8:00 p.m. to 8:00 a.m. Work performed on vessels at the slip will only be permitted if it does not: (a) interfere with other boater's peaceful enjoyment of their vessel and slip; (b) create an unsightly or dangerous condition; (c) create a condition that will discharge any pollutant into the water or onto the surrounding vessels or docks; (d) produce an open flame or arc. For more extensive repairs & maintenance, which includes but is not limited to power sanding, major painting or scraping, arrangements must be made with the Marina office to haul the vessel.
24. **VESSEL MAINTENANCE ON LAND**: When working on the hull of a vessel, the area under the vessel must be covered with tarps to prevent contamination of the ground. All sanding must be done using dustless sanders, which are available at the Marina office for rent. Wet sanding, grinding and stripping of vessel bottoms are prohibited (contact service office for this work). Upon completion of the work or at the end of the day, the tarps must be picked up and any waste materials must be properly disposed. No storage of hazardous materials under or around the vessel is permitted. If you are not sure of the proper disposal method, please stop in the Marina office for help. Any vessels found with discoloration on the ground around the vessel will not be released until the source of discoloration has been determined, and the appropriate action taken at the customers sole cost and expense, including, without limitation, legal fees.
25. **CONTRACTOR/VENDOR SERVICES**: Outside vendors or contractors are not permitted on the Marina premises without permission of the Marina management. Such contractors or vendors may obtain permission to work on vessels in the Marina subject to certain conditions, regulations, insurance requirements and administrative surcharges, established by the Marina to protect the Marina and its customers. These terms, which include checking in and out with the Marina office on a daily basis, are available in the Marina office and should be consulted by Owner/Charters prior to scheduling such work. For the protection of our customers, all contractors **must** have a work order signed by the boat owner and have insurance in an amount equal to twice the value of the vessel being worked on, together with its contents, and liability insurance coverage no less than \$2,000,000-, before being allowed access to any boat within the Marina. Any outside contractor or vendor not complying with these conditions will be required to leave the premises immediately. (Contractors may work on customer's vessels during the Marina's posted hours of operation). **Vessel owners are ultimately responsible to pay for their subcontractor's access fees in the event of a failure to pay by their subcontractors**.
26. **OPERATION OF VESSEL**: When at or in the vicinity of the Marina, please operate the vessel with due care to avoid any injury to any person, damage to other vessels, and or damage to the Marina facilities. The Marina and the surrounding waters are designated as "No Wake" zones. By law, operators are responsible for injury and other damage caused by the wake of their vessel to other vessels, or to the structure or facilities of the Marina.
27. **COMPLIANCE WITH LAWS**: You need to comply with all applicable laws, ordinances, Nautical Rules of the Road, and other rules and regulations in the operation of your vessel when in the vicinity of, or at the Marina including but not limited to those issued by the U.S. Coast Guard, U.S.E.P.A., Massachusetts D.E.P. and the towns of Hingham and Weymouth. You will be required to promptly reimburse the Marina should it incur any cost, penalties or legal expenses because of failure to comply with such laws, ordinances or regulations.
28. **HEAVY WEATHER**: You are solely responsible for your vessel under all weather conditions, and shall take all appropriate emergency and/or precautionary measures. In the event of the forecast or the actual onset of severe weather, the Marina will attempt, if practical and possible, to provide general preparation and damage prevention services, the costs of which may be pro-rated over all vessels.. However, the Marina does not assume any responsibility for protection, nor does it guarantee it will be able to adequately provide general services to all vessels in the Marina, including but not limited to removing any vessels from their slips to dry storage areas, due to the number of vessels and limitations of the Marina staff.
29. **LOA**: For the safety of your vessel and fellow vessel owners around you, the Marina reserves the right to confirm the measurement of your vessel. If vessels LOA exceeds the limit for the assigned slip, the Marina reserves the right to relocate said vessel to a larger slip, if available. The vessel owner will be responsible for any additional fees charged for said larger slip. If a larger slip is not available, the vessels owners' license agreement will be terminated and vessel must be removed from the Marina. Slips are assigned according to vessel length overall (LOA) as defined in the Dockage/Mooring License.

