



Hingham Shipyard Marinas
24 Shipyard Drive
Hingham, MA 02043
Ph 781-749-6647 Fax 781-740-0700
www.hinghamshipyardmarinas.com

Dear valued customer,

November 2008

As winter is soon upon us, we look forward to the 2009 summer season. Enclosed please find the summer dockage/mooring package. Rates remain the same as the previous three years. We are continuing to double our efforts to provide you, our valued customer, with a full service marina. We hope the new addition of our marine service department has met all of your service needs. We will continue to re-power the docks as the weather allows. The retail component of the shipyard development is scheduled for a Grand Opening late July 2009. Please visit our website under marina news for press release's in regards to incoming restaurants/shops. We hope you had a chance to enjoy the marina events that were offered over the 2008 summer season, we look forward to having many more.

The enclosed 2009 summer license should be completed and returned to us by **January 15, 2009**, to guarantee the same slip/mooring assignment. For licenses received after that date, we will do our best to accommodate you, but cannot guarantee the same slip/mooring. In order to record your request please insure that:

1. Dockage/mooring license is filled out in its entirety with signature.
2. Attach a copy of your current yacht insurance policy.
3. Your payment in the amount of 50% of dockage/mooring license. (Please note, balance of license will be due by April 1, 2009)

As in the past we will be offering our returning year round (winter & summer) customers a 5% discount if license is **paid in full by January 15, 2009**.

To take advantage of the **discount** the following criteria must be met.

1. Your boat is the subject of a 2008/2009 winter storage license.
2. You must submit an approved 2009 summer dockage/mooring license; and
3. Your entire marina account (including service and marina work) is paid in full.

If you wish to take advantage of the discount and the above criteria is met, deduct 5% from the cost of your summer 2009 dockage/mooring and send in payment along with completed license by **January 15, 2009**. Payments received after that date will not be eligible for this discount and you will be charged for the full value of the license. We accept Mastercard, Visa, cash or checks.

Refer a new customer, perhaps a friend and receive a \$200 credit on your account. In order to receive, you must have your friend tell us who referred them.

Please keep us in mind for your holiday shopping, HSM continues to offer the on-line boating store through our website and Gift Certificates are available at the Marina Office. The marina will be closed December 25, 2008 - January 4, 2009. We wish you and your families a Happy and Safe Holiday Season. Your patronage is important to us and we hope you will continue to give us the opportunity to serve you.

Thank you, Cherie Dube-Office Manager



Hingham Shipyard Marinas

Phone: 781-749-6647 or

Phone: 781-749-2222

Fax: 781-740-0700

Email: info@hinghamshipyardmarinas.com

May 1, 2009 – October 31, 2009

Dockage Rates

Hewitts Cove Marina

	Slips	
A Dock	23' or Less/No electric	\$1999.00/Special
B Dock	24' or Less	\$2399.00/Special
C, D, F, G & I Docks	24' to 38' Max	\$130.00/FT.
E Dock	40' Minimum	\$140.00/FT.
T-Head	50' To 120'	\$170.00/FT
Single Load Slips	50' Minimum	\$165.00/FT.
Moorings	Up to 30'	Min. \$1499.00 + tax
	Over 30'	\$50.00/FT. + tax
Launch Service included		
Dinghy Dock for moorings	10' Max	\$300.00 Flat rate
Marginal Pier	35' to 45'	\$120.00/FT.
Electric Rates: 30, 50, 100 & 200 amp service		
Docks B-I	\$100.00 Allowance then meter billing	
Marginal	Meter billed	
Marginal Topside	Meter billed	

Landfall Marina

Slips		
Tidal	20' or Less	\$600.00 Special
Deep Water Restricted	20' or Less	\$1299.00 Special
Deep Water	21' to 36' Max	\$108.00/FT.
Marginal Pier	20' to 38' Max	\$55.00/FT.
Electric Rates		
30 Amp Single	\$200.00 Flat rate for season	

Visit our website: www.hinghamshipyardmarinas.com

HINGHAM SHIPYARD MARINAS
24 Shipyard Drive Hingham, MA 02043
Tel: 781-749-6647 Fax: 781-740-0700
Email: info@hinghamshipyardmarinas.com
Web: www.hinghamshipyardmarinas.com

DOCKAGE/MOORING LICENSE

SPACE ASSIGNED _____

DATE _____

This agreement for the license of dockage or mooring space and not a bailment, between one of the following: Hewitts Cove Marina/Landfall Marina 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 on the reverse side of this agreement, which the LICENSEE is urged to read carefully.

LICENSEE

Full 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 LICENSEE to act on its behalf _____

BOAT INFORMATION

Official No. or

Name _____ State Registration No. _____ Home Port _____

A photocopy of the boat's state registration of 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, outboards 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 _____

Electrical requirement: _____ 30 AMP _____ DOUBLE _____ 50 AMP _____ DOUBLE

BOAT INSURANCE INFORMATION *MUST BE PROVIDED PRIOR TO PERFORMANCE OF SERVICE*

Insurer _____ Policy Number _____ Expiration Date _____

Coverage \$: Hull & Contents _____ Liability _____ Agent/Broker _____

TERM OF LICENSE Summer Season (May 1 to Oct 31)

TOTAL PAYMENT DUE IN ADVANCE

Note: Non-winter storage customers bringing a boat into Marina prior to May 1, or leaving it after October 31, will be subject to temporary dockage/mooring charges at prevailing rates.

Seasonal Dockage _____ Ft. LOA @ \$ _____ /ft. = \$ _____

Seasonal Mooring _____ Ft. LOA @ \$ _____ /ft. + \$ _____ sales tax = \$ _____

CREDIT CARD NO: _____

Expiration

Date _____

***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%. SEE TERMS AND CONDITIONS on the reverse side and MARINA RULES & REGULATIONS enclosed.

***ABANDONED BOATS MAY BECOME PROPERTY OF THE LICENSOR.** See terms and conditions on the reverse side.

***HOLDOVER CHARGES,** at prevailing monthly dry storage charges, 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.

LICENSEE: I have read the rules & regulations and agree to abide by them.
REPRESENTATIVE

HINGHAM SHIPYARD MARINAS AUTHORIZED

DATE

DATE

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 LICENSOR 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, notwithstanding 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 licensee, 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.

Terms and Conditions of License Agreement continued

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.
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: A coin-operated laundry is available at Landfall Marina facilities
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.**

HINGHAM SHIPYARD MARINAS
RULES AND REGULATIONS continued

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.
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.