

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, 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 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.