



**CAPE ANN MARINA, LLC**  
**GENERAL MARINA RULES AND CONDITIONS &**  
**SUMMER AND WINTER TERMS AND CONDITIONS**

For the safety and security of persons and property, the following rules will be in effect at all times:

The term **Owner** refers to the Vessel's owner, owner's agents, representatives, guests, invitees, and licensees. The term **Vessel** refers to any Vessel, such as Vessel's hull, equipment and all other Vessel related property of the Owner when stored or otherwise located at the Marina.

The Boat Owner agrees to abide by all rules and conditions of Cape Ann Marina LLC and Cape Ann Marine Sales & Service LLC (collectively referred to herein with their owners, operators and affiliates, successors and assigns, including those set forth in this agreement as the **Marina**); and the Marina reserves the right to terminate the owner's license agreement for the licensed usage of a slip and/or yard space at the Marina (the "License Agreement") for violation of any said rules and regulations as determined in the sole and absolute discretion of the Marina, and all amounts paid in advance or held on account shall be and remain the property of the Marina.

**NO OBLIGATION TO ACT; SEVERABILITY:** Nothing contained herein, in the License Agreement or in any document, contract, or associated documents entered into by the Owner in connection herewith or therewith authorizing the Marina to take or refrain from taking any specific actions on the Owner's behalf shall be construed to create an obligation on the Marina's behalf to take or refrain from taking any such action. The parties agree that if any part of these rules and regulations or the License Agreement is deemed unenforceable by an administrative agency or applicable court competent jurisdiction, the remainder of these rules and regulations and the License Agreement shall remain in full force and effect and be binding upon the parties.

**APPARENT AUTHORITY:** Owner acknowledges and agrees that the Marina has no obligation to identify or determine the authority of any representatives of the Owner. Therefore, the Owner agrees that anyone in possession or charge of the Vessel shall be deemed to have full authority to act on behalf of the Owner, and the Marina shall be entitled to rely upon any orders, directions, authorizations or requests of any such persons with respect to the Vessel, and all claims and liabilities which may be asserted against the Marina for such actions and inactions in reliance of such authority are hereby irrevocably waived.

**OWNERSHIP:** If the Owner of the Vessel is a corporation, partnership, trust, or other entity and not an individual, the person signing the agreements on behalf of the Owner shall be jointly, severally and personally liable for all obligations of the Owner, to the same extent as if such person were the Owner..

**SECURITY:** The Owner agrees that the Marina shall not be held liable for any theft or vandalism or other criminal acts taking place on Marina property.

**SEAWORTHY CONDITION:** All Vessels (including every dinghy and tender) shall be in a seaworthy condition, as reasonably determined by the Marina in the Marina's sole discretion, and shall not constitute a sinking hazard, a fire hazard or other hazard. All such Vessels failing to satisfy these requirements, in the sole and absolute discretion of the Marina, may be removed from the Marina by the Marina at the Owner's sole cost and expense. Owner must supply proper tie lines and automatic bilge pumps for all Vessels.

**INSURANCE:** A **CERTIFICATE OF INSURANCE** naming Cape Ann Marina, LLC and Cape Ann Marina Sales and Service, LLC as "**additional insureds**" to Owner's general liability insurance policy covering the Vessel (including such marine and other riders as the Marina may reasonably require) must be provided to the Marina before the commencement of any services to a Vessel by the Marina including hauling, launching, and storage. Proof of insurance or a copy of the insurance policy shall not be valid. The Owner is responsible for their Vessel. The Marina is not responsible for Fire, Storm, Theft, Chafing, Stranding, Sinking, or Ice Damage, and the Owner agrees to indemnify, defend and hold the Marina harmless from and against all claims and liability arising in respect of any such occurrences.

**PAYMENT & FEES:** All license fees, slip charges and other charges shall be made by bank check or wire transfer of immediately available funds provided that with the prior written authorization of the Marina and in the Marina's sole and absolute discretion, payment by credit card or personal check may be accepted. All license fees and other charges unpaid for a period of 30 days are subject to a finance charge of 1½% per month and must be paid before removing any Vessel from the Marina or water. After 60 days past due, an additional late fee of \$25 per month will be charged. Any returned payments, as a result of Non-Sufficient Funds or declined credit card charges, are subject to a min. service fee of \$10.00 plus the cost of bank fees incurred. A collection charge will be added for each telephone call, email or letter made to inquire about balances past due for 30 days or more. No adjustments will be made after 10 days from delivery of any bill or invoice. If a Vessel leaves the Marina with an outstanding invoice due, the Marina in no way relinquishes its claim to payment or right to regain possession of the Vessel until all debts are satisfied. In addition, the Marina retains full ownership rights in all tangible property installed as part of its work on the Vessel until payment for such work is made in full, including the right to physically remove any such equipment from the Vessel. All payments shall be final and non-refundable. Consecutive season fee: If your boat needs to stay put on land due to unintentional reasons, we apply the consecutive season storage fee. The following season's rate plus+ 10%. Each consecutive season the boat is stored with us the increase will be applied.

**ENVIRONMENTAL SURCHARGE:** The Marina shall have the right to assess a 1.75% surcharge on all invoices to offset the cost of complying with environmental laws and regulations pertaining to the disposal of hazardous materials originating from any Vessel and to the operation of the Marina in compliance with such laws and regulations.

**NO OVERBOARD DISCHARGE & PUMPOUT:** There shall be absolutely no pumping of heads or holding tanks into the water at the Marina. The Marina has a free pump out service which is available during business hours at the Fuel Dock. Also, upon request and subject to Marina scheduling, arrangements can be made with the Marina to pump out Vessel heads and holding tanks with the Marina's pump out boat and for proper discharge.

**HAZARDOUS MATERIALS:** The Marina provides accommodations for proper disposal of all hazardous materials, including batteries, waste oil, solvents, and similar materials. Disposal of any waste in an improper manner, left unattended or without consultation of the Marina staff may result in the immediate termination of the Owner's license under the License Agreement. Storage of hazardous materials will not be allowed on the water or in the boatyard at any time.

**FUELING:** There shall be no transporting of fuel, fuel jugs or containers of any type or self-fueling on the Marina property at any time. Owners may not fuel any Vessel from portable containers at any time. All re-fueling must take place at Marina Fuel Dock under Marina staff supervision. Violation of this provision may result in immediate termination of the Owner's with no refund. If any release of hazardous materials occurs, Owner will be held fully responsible for all costs associated with hazardous material clean up and remediation, including any additional expense the Marina incurs to clean and remediate affected areas in compliance with all applicable environmental laws, rules and regulations including without limitation the costs of all environmental assessments in connection with such release.

**ELECTRIC:** Power posts are provided on the docks for use by Owners. The Marina reserves the right to charge Owners for electrical use as a utility. Voltage and surge protection is the responsibility solely of the Owner. All plugs, adapters and cords must be provided by the Owner and must be equipped with acceptable ground weather proofing and be in compliance with all applicable codes and standards.

**GARBAGE:** Refuse & garbage shall be deposited only in marked trash receptacles provided by the Marina, not thrown overboard. No household trash may be disposed of on Marina property. Do not leave trash on the docks or outside of the marked trash receptacles.

**SLIP USE:** Slips at the marina are provided to Owners as a license pursuant to the License Agreement. Slips may not be transferred, assigned, sublicensed or otherwise made available to any person other than the Owner identified in the License Agreement. If the Owner chooses to vacate his slip for an extended period of time the Marina may, in its sole discretion re-license the slip with no refund or offset to the vacating Owner.

**RELOCATION:** The Owner agrees that the Marina shall have the right but not the obligation to relocate the Owner's Vessel at any time while it is docked, stored or located within the Marina premises as the Marina shall deem appropriate, including but not limited to the right to move the Vessel and/or to remove the Vessel from the water. The Owner further agrees to reimburse the Marina for any charges incurred by the Marina in connection with hauling the Vessel from and returning the Vessel to the water at prevailing rates. Subject to the terms and conditions herein, the Owner shall at all times have the full care, custody and control of his Vessel. Under no circumstances shall these rules and regulations nor any action by the Marina be construed as having created a bailment between the Marina and the Owner.

**BILLABLE LENGTH:** Length Over All (LOA) the Marina will measure all Vessels including brackets, pulpits, bow sprits, and with engines stored up for accurate billing and placement.

**TRANSIENT DOCKAGE USE:** When an Owner expects to have his Vessel out of its berth overnight or longer, said Owner shall so notify the Marina Dockmaster in advance. The Marina may permit others to use the berth during any period of vacancy.

**DOCKAGE AFTER LAUNCHING OR CONTRACTED:** When a Vessel enters the Marina, it shall be berthed or moored as directed.

**SEVERE WEATHER:** Because no marine facility can guarantee safety in severe weather conditions, the Owner agrees to hold the Marina harmless for any damage to the Vessel resulting from severe weather or Acts of God. Upon notice from the Marina, the Owner must remove the Vessel from the Marina in a timely manner or instruct the Marina to haul it at the Owner's expense if the Marina is able to do so. Should the Owner be unwilling or unable to remove the Vessel from the Marina, the Owner will be held responsible for all damage to and caused by the Vessel. Because the Marina has limited ability to safeguard its property and that of its customers under such conditions, the Owner agrees not to hold the Marina liable for any storm related damage to a Vessel on the Marina property.

**HANDLING:** A service fee will be charged for securing improperly tied up and secured Vessel, although the Marina assumes no obligation to properly tie up or secure any Vessel.

**NO OPEN FLAME:** No charcoal fires or open fires of any kind will be allowed in any part of the Marina. Marina guest picnic and grilling area is available in a designated area on land.

**DINGHY/TENDER POLICY:** All Tenders and skiffs (12' LOA and under) shall be stored on board larger Vessel when possible; otherwise they must be kept off the docks, moored at designated dinghy floats or, with prior authorization next to contracted Vessel in the slip (off the bow) and so as not to interfere with navigation of the basin or neighbors. All tenders and dinghies shall bear proper identification marks or name, and shall be registered with the Marina. Owner must execute the Dinghy/Tender Agreement and Policy prior to any authorization to moor or otherwise store such dinghy/tender at the Marina. Rates for dinghies kept in the water with a contracted Vessel are agreed to on the Agreement form. Rates for Dinghies and Tenders over 12' LOA or over 25HP outboard, apply per foot starting at 13' LOA are based on pre-approval and different rate applies. Owner of Vessel must agree and remove the Dinghy/Tender from contracted slip if they are gone overnight. If dinghy is left in the contracted Owner slip, the Owner is responsible for the fees associated with moving the Vessel, and the Marina further retains the right to terminate the Dinghy/Tender Agreement immediately. Availability on the Dinghy dock is first come first serve.

**OTHER VESSELS:** No sailing will be permitted within the Marina. For Owner safety, Kayaks, Canoes, Paddleboards or Vessels similar in use, cannot be launched from docks, but maybe stored on the Vessel for off property recreation.

**NO WAKE:** Boats operating within the Marina shall leave no wake.

**NO SWIMMING, FISHING, CLEANING:** No swimming, skin diving or fishing is allowed in the Marina. Cleaning fish on Marina property, except in designated areas, is prohibited. The Dockmaster will provide locations for authorized fish cleaning.

**NO BOTTOM CLEANING:** Bottom cleaning while the boat is in the water at the Marina is strictly prohibited and violates the Clean Marina program.

**ON DOCK STORAGE:** There shall be no on dock store of any kind including supplies, material, accessories or debris upon floats or fingers and construction thereon of any lockers, chests, cabinets, steps, ramps or similar structures without the prior written consent of Marina management is strictly prohibited. The Marina shall not be responsible for any installed object and maintenance there in. Dockboxes must be pre-approved by Marina Management. The Marina is not responsible for harm or damage caused by or to any Dockbox. The Marina accepts no responsibility for any theft etc. that is related to the Dockbox and storage in any such Dockbox is at Owner's sole risk. Absolutely NO flammables stored in Dockboxes.

**QUIET TIME:** Noise shall be held to a minimum at all times. Owners shall use discretion in operating motors, generators or bilge pumps so as not to create a nuisance. Television, radios, audio equip., etc., and motors with ineffective mufflers shall be operated only during the hours of 8 a.m. to 11:30 p.m. Quiet time at the Marina is in relationship with Entertainment associated with the use of the Marina. No entertainment after 10pm Sun-Thurs., Fri & Sat until 11pm.

**CONDUCT:** Disorder, depredations or indecorous conduct by an Owner, his servants, agents, invitees or guests, that might injure a person, cause damage to property or harm the reputation of the Marina shall be cause for immediate removal from the Marina of the Vessel in question and shall constitute a breach of the Marina Storage Contract, thereby releasing the Marina from any further obligation to the Owner. If the Owner refuses to remove his Vessel within seven days of notice to do so, said Vessel will be removed at Owner's expense.

**RESTROOMS & SHOWERS:** Located at the west end of the Pool Building and also near Waterfront Pavilion Tent. When Vessel is tied at its berth in the Marina, occupants will use head facilities provided on shore unless there is a holding tank on Vessel. Absolutely no overboard discharge.

**CHILDREN:** It is highly recommended that children under 12 years of age and others that are not strong swimmers wear a lifejacket at all times while over the water.

**PETS:** Pets shall be kept leashed at all times and walked only in designated areas. Please make sure to pick up after Owner pet. All pets must be kept on Owner Vessel, not on the docks. Any Pets found to be a nuisance to other Marina customers or guests may be required to leave the Marina premises at the discretion of Marina Management.

**NO LIVEBOARDS:** No winter season liveboards. Strictly prohibited either in the water or on land. Owner at risk for non-renewal and immediate discharge with no refund.

**NON TRANSFERABLE:** The Marina Storage Contract is not transferable or assignable upon sale of the Vessel or by the Owner for any reason. Separate arrangements for the transfer of any Marina Storage Contract must be made with the Marina. It is understood between parties that no refunds will be made after the contract has been accepted by the Marina. The contract agreement is accepted once deposit is received and all documents have been signed.

**PARKING:** Parking is not guaranteed with storage contract. Parking is prohibited in fire lanes and zones. Violators' vehicles will be towed at the owner's expense without warning. Parking is permitted only within the designated lines. **Loading/unloading designated areas** are for that use only. Vehicles left unattended in loading/unloading designated areas will be towed without warning and at Owners expense. No trailers, RVs, campers, or other vehicles/trailers may be stored onsite without an accepted contract with the Marina.

**FOR SALE SIGNS:** "For Sale" signs shall not be permitted on any Vessel unless approved by the Marina. If anyone other than the Owner is showing or demonstrating a Vessel, such person must register with the Marina and a Marina employee must be present during such showing or demonstration. A reasonable fee for such service will be charged. If the Marina provides an additional service (e.g., removing covers, etc.), a reasonable fee will also be charged.

**Owner has agreed to these Rules and Conditions stated above and below with signature on the Marina Storage Agreement. A copy can also be found online at <http://www.capeannmarina.com/Forms/CAMRulesConditionsrev.8.2015.pdf> or additional copies can be requested through the Marina Service Center.**

*The following applies to Winter, Marina and Service policies:*

**WINTERIZATION:** Vessel winterization is solely the responsibility of the Owner. The Owner is solely responsible for drain plug removal and replacement.

Shrinkwrap & Covers: The Marina is not responsible for damage caused to Vessels, r trailers or other property caused by weather or acts of nature, nor for damage caused by other patrons' visitors or boats. Shrinkwrap and cover tie downs are not to be tied to stands or blocks. Owner will be charged time and materials necessary to properly secure cover. The Marina is not responsible for damage caused by other Vessels.

Enclosures, Canvas, Electronics: Owner is responsible for all enclosures, canvas, cushions, snaps, zippers etc. It is highly recommended that all of canvas and other enclosures be removed for winter storage as winter weather may cause above material to become brittle. It is not recommended to leave such under shrinkwrap. Removal of all electronics is highly recommended. The Marina offers limited security at all hours of the day and assumes no responsibility for property or persons.

**HAULING:** A Haul Request must be filled out along with a Decommissioning Request Form. Requests are generally prioritized in order in which they are received. Due to a busy hauling season, be prepared to not be present at the time of haul. To better service all our customers, it is essential that Owner indicates on the on the Haul Request from approximately when Owner expects to be launched in the spring. If Owner Vessel is past the requested week of launch indicated on the Haul Request from, and such Owner's Vessel is blocking another Vessel from removal a \$150 fee will be charged to such Owner. The Marina shall not be responsible for delays in hauling, storing or launching. The Marina is not responsible for thru hull plugs or plugs of any sort.

**LAUNCHING:** When the Vessel is launched and does not have an in-water storage contract with the Marina, the Owner of such Vessel shall have a maximum of two days dockage at no charge. Additional dockage required must be requested, and the daily transient dockage rates will apply. Owner credit card will be billed accordingly.

**BOTTOM PAINTING & ZINCS:** Owners may work on their Vessel with exceptions. Bottom preparation must be done with a dustless sander and vacuum system – no open sanders. Tarps or drop cloths must be under the Vessel. After full preparation drop cloths need to be removed, and loose material must be properly contained, and discarded. **All bottom paint and zincs must be purchased from Cape Ann Marine.** Owner must maintain general work area around stored Vessel in a neat and orderly manner including removal of rubbish, paint chippings, cans, etc. The Owner agrees that the Vessel will not be left for storage in such a condition as may constitute a fire hazard and further agrees to carry appropriate insurance coverage during the period of contract.

**ANTIFREEZE:** Nontoxic antifreeze only. Do not use the Green antifreeze. If green toxic antifreeze is found you will be subject to clean up costs and fines.

**WORK & REPAIRS:** Work, repairs, or maintenance on boats in the Marina area will be permitted ONLY on the following conditions:

- a) Owner may perform the work themselves except for the items closed to boat owners listed below.
- b) Owner may engage outside marine contractors who have a current and valid Cape Ann Marina Contractor License Agreement to perform marine repairs excepting those listed below.
- c) Anyone performing work or repairs must maintain, at his own cost and expense, comprehensive liability insurance insuring the Owner and Marina against liability for injury to persons or property occurring in or about the Marina area and arising out of directly or indirectly the work, repairs, or maintenance being performed. The liability limits under such insurance shall not be less than \$1 MILLION. Upon request, a certificate of insurance in a form satisfactory to the Marina shall be provided;
- d) Anyone performing work or repairs must assume the sole risk of personal injury and property damage and shall agree to indemnify and save harmless the Marina from any and all injuries or damages resulting in any way whatsoever from said work or repairs;
- e) Anyone performing work repairs shall represent to the Marina that he is qualified and experienced enough to perform the work or repairs in question, shall comply with all pertinent state, federal, and local laws and regulations, as well as Marina regulations, and shall promptly notify the Marina of any personal injuries suffered or property damage incurred.

**SAILBOAT STORAGE:** Sailboats stored in the Marina should have their masts removed. If the Owner does not have the masts removed, he assumes all risk of property damage and/or personal injury and agrees to indemnify and hold the Marina harmless against all claims and demands arising from the failure to remove the masts, including attorneys' fees. The Marina assumes no liability for damages resulting from masts up.

**ELECTRIC CORDS & NO SMOKING:** No power cords will be left connected to yachts when stored in the Marina. Tools or other accessories or equipment may not be left overnight or unattended in Owner's absence from the immediate area. No electrical heaters, stoves, or ovens may be used. Open flames of any nature whatsoever are not allowed: Owner MUST observe "NO SMOKING" regulations as posted. All butts must be placed in proper smoking outposts upon extinguishing.

**SUBCONTRACTOR POLICY:** Work, repairs, or maintenance on Vessels in the controlled Marina will be permitted ONLY on the following conditions:

- a) Owner may perform the work themselves except for the items closed to Owners listed on policy.
- b) Owner may engage outside marine contractors who have a current and valid **Cape Ann Marina Contractor License Agreement** to perform marine repairs excepting list below. This can be obtained in the Marina Service Center.
- c) Anyone performing work or repairs must maintain, at his own cost and expense, comprehensive liability insurance insuring the Owner and Marina against liability for injury to persons or property occurring in or about the Marina areas and arising out of directly or indirectly the work, repairs, or maintenance being

- performed. The liability limits under such insurance shall not be less than \$1 MILLION. Upon request, a certificate of insurance in a form satisfactory to the Marina shall be provided;
- d) Anyone performing work or repairs must assume the sole risk of personal injury and property damage and shall agree to indemnify and save harmless the Marina from any and all injuries of damage resulting in any way whatsoever from said work or repairs;
  - e) Anyone performing work or repairs shall represent to the Marina that he is qualified and experienced enough to perform the work or repairs in question, shall comply with all pertinent state, federal and local laws and regulations, as well as Marina regulations, and shall promptly notify the Marina of any personal injuries suffered or property damage incurred.
  - f) If removing hazardous material, contractor must have proper license, and capability to remove according to environmental laws and approved by Marina Management.
  - g) The Marina reserves the right to charge an hourly fee to compensate for use of our facility and overhead, billable by hours indicated in contractor's log.

Closed to Boat Owner	Closed to Outside Contractor
Shrink Wrap Bottom Painting, Sanding* Blasting of Hull Spray Painting Pressure Washing Hoisting Work Hauling/Blocking/Launching Fueling Welding Diving** Hazardous Materials *Owner must consult with Service Manager upon proper environmentally approved standards. Dustless sanders with vacuum attachment and tarps to collect the material are required and available for use through the Service Department. **Only with proper procedure and with notification to either the Marina Management or Dockmaster.	Shrink Wrap Bottom Painting, Sanding, Stripping Blasting of Hull Topside Painting, Detailing Spray Painting Pressure Wash Hoist Work Oil Change – Oil Filter Change Fueling Hauling/Blocking Welding Diving Any Job/Activity involving Hazard Materials

**WAIVER OF ANY CONDITIONS BY THE MARINA SHALL NOT BE A CONTINUING WAIVER**

**SERVICE WORK POLICIES**

- No new work, picking up, hauling or launching will be performed unless customer's account is paid in FULL; this also includes customers that have a storage contract with Cape Ann Marina.
- A completed, signed work order or seasonal request with Vessel information, along with detailed description of work requested and provision of keys or combo is required prior to job scheduling or commencement. Service requests will not be entered on to the schedule if any of this information is missing.
- Customers can pickup Vessels anytime before 8pm provided that their payment is in full and with permission of Service Manager or Management.
- **Storage service work fees:** Vessels dropped off for service without appointments are subject to the Daily Marina Storage Fee (\$20/day). Vessels without wet or dry storage contracts must be removed from the premises no longer that 4 business days following notification of job completion. Daily Marina Storage fees is flat rate of \$20/day. Once Owner are notified of job completion, Owner must pick up Owner batteries within one week, or we are no longer responsible. Batteries not picked up by December 31<sup>st</sup> will be charged the Battery Storage Fee.
- Trailers and keys must be labeled with customer name, including Vessel name, on tongue of trailer and tag of keys.
- Cape Ann Marine is not responsible for damage caused to Owners property due to poor trailer adjustment i.e. tongue weight, bunks, rollers, etc. Cape Ann Marine is not responsible for proper tie down upon completion of work, and customer pick up. Check Owner tie downs, lights, and brakes!
- Labor performed at Cape Ann Marine must meet or exceed ABYC standards. ABYC non-compliance is grounds for job refusal.
- A 1.75% Environmental Fee will be assessed to all work orders.
- Hazardous spills need to be reported immediately. Spills must be cleaned up at Owner's expense.
- **Payment Policy:** Jobs that exceed \$500 will require an initial deposit and will be subject to partial billing prior to launch or job completion.
  - Special orders for parts that exceed \$100 require an initial 25% deposit. A 15% restocking fee will be assessed for any returned or refused special orders, in addition to the restocking fee of the supplier.
  - A credit card authorization form needs to be filled out upon request for certain service requests.
  - All payments are due upon receipt. Statements are sent monthly. Balances of a \$1.50 or more that are over 30 days are assessed a finance charge of 1.5%/ month (18%/year). All legal and collection fees are the responsibility of the property owner. Any questions concerning billing must be brought to the management's attention within 10 days of receipt of the bill.
  - Any returned payments, as a result of Non-Sufficient Funds or declined credit card charges, are subject to a min. service fee of \$10.00 plus the cost of bank fees incurred.

SIGN HERE

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_