

## **TOWN OF EASTHAM MARINA DOCKAGE AGREEMENT**

This Agreement is for the use of pier or dock space at Rock Harbor in the Town of Eastham (hereinafter the “Town”) and such space is to be used at the sole risk of the owner of the vessels (hereinafter “Boat Owner”) docked or stored in Rock Harbor. The Harbormaster of the Town of Eastham (the “Harbormaster”) shall have the right to designate pier or dock space.

1. The Boat Owner agrees to have its vessel covered by a full marine insurance package (hull coverage as well as indemnity and liability coverage) and shall provide evidence of such insurance upon request by the Harbormaster. The Boat Owner agrees to release and hold the Town harmless from any and all liability for injury (including death), loss, or damage to persons or property arising out of the use of the pier or dock space or any landing of the boat in connection therewith or any temporary shore storage of a vessel permitted by the Harbormaster, including without limitation any loss or damage resulting from Town employees hauling or docking the Boat Owner’s vessel, vandalism, fire, theft, high/low waters, wind, collision, ice, rain or any other act of God. The Town shall not be liable for the care and protection of the boat or for any loss or damage to the boat, gear, or related equipment and personal property whether due to the negligence of the Town or otherwise.
2. Grounds for termination of this Agreement shall include the following:
  - a) destruction of the facilities by fire, storm or other calamity;
  - b) breach of any of the provisions of this Agreement or failure to comply with the rules and regulations of the Harbormaster, as may be amended from time to time;
  - c) death of the Boat Owner;
  - d) failure to pay dockage by May 15 of each year as such fees may be set by the Board of Selectmen from time to time; or
  - e) failure to pay any excise tax for the subject vessel.

In the event that this Agreement is terminated, the Boat Owner shall remove its vessel forthwith. If the Boat Owner fails to remove its vessel in a timely manner upon the termination of this Agreement, the Town may remove the vessel from the pier or dock at the Boat Owner’s expense. The boat Owner shall be liable for the Town’s costs of enforcing this Agreement, including reasonable attorneys’ fees.

3. This Agreement may not be assigned to any other person, regardless of familial relationship. The rights conferred upon the Boat Owner under this Agreement may not be assigned, transferred, or devised. The Boat Owner may not sublet the slip that is assigned to it. If during the boating season the Boat Owner become incapacitated, or cannot otherwise exercise the rights under this Agreement, the Boat Owner may apply for a refund of any dockage fees paid for the boating season, which may be granted in the Harbormaster’s sole discretion.
4. This Agreement may be renewed on an annual basis by the Boat Owner. Failure of the

Boat Owner to submit a new Dockage Agreement and pay the seasonal dockage fee prior to May 15, shall be deemed a waiver of the Boat Owner's right to renew this Agreement for the following boating season, and this Agreement will automatically terminate.

5. The vessel docked by the Boat Owner shall be that which is identified and shall be approved by the Harbormaster prior to use of the dockage facility. Title to and registration of the vessel must be in the name of the Boat Owner. The vessel which is docked at the Town facilities at Rock Harbor shall meet the following requirements of the slip for length, beam and draft.

Inside Slips -                   Length overall less than or equal to 22'0"  
                                          Beam less than or equal to 8'0"  
                                          Draft less than 2'6"

Outside Slips -                 Length appropriate to assigned slip not to exceed 33'6"  
                                          Beam less than or equal to 11'6"  
                                          Draft less than 4'6"

All measurements shall be based upon manufacturer's specifications. Bowsprits, pulpits and outriggers in extended position shall not be permitted to interfere with other vessels or persons at the slips.

6. The Boat Owner agrees to comply with all posted rules and regulations of the Town Marina as set forth herein and as the same may be amended from time to time. In the event of a breach of this Agreement or violation of the posted rules and regulations this Agreement shall immediately terminate and the Town may remove the vessel from its dockage at the Boat Owner's sole risk and expense and the Town may retake possession of the dockage space.
7. The Town's failure to enforce any of the conditions of this Agreement shall not constitute waiver thereof.
8. Seasonal dockage fees (slip rentals) shall be paid on or before May 15 of each year. Fees for use of dockage shall be set annually by the Board of Selectmen. All fees shall be paid before the vessel enters the slip.
9. The Town shall have statutory liens (state and federal) upon the boat, motor and attached equipment to secure any and all services and materials supplied to Boat Owner or damages caused or contributed to by the above-described boat or by the Boat Owner to any docks or property of the Town or any other person at the dockage facility.
10. If the Boat Owner fails to remove its boat and equipment in a timely manner from the

dockage space at the termination of this Agreement, the Town shall have the option of:

- a) charging the Boat Owner daily rent for the dockage space; or
- b) taking possession of the boat and equipment and moving the boat and equipment to another location; and
- c) pursuing any other remedy available under law.

11. A waiver of any particular provision of this Agreement by the Town or by the Harbormaster shall not be deemed to be a waiver of any other provision of this Agreement.