



ESSEX MARINA LLC

35 Dodge Street
Essex, MA 01929
EssexMarina.net

2016 Shore Berth Rental Agreement

This Boat Space Rental Agreement is entered into this _____ day of _____, 2016 between Essex Marina the Lessor, and the Lessee.

Personal Information:

* Please ensure you provide your email address as this is our preferred method of communication.

Lessee Name:	
Address:	
City, State & Zip:	
Home Telephone:	
Cell Phone:	
* Email Address:	

Boat Insurance:

* All boats MUST have liability insurance. A copy of your Insurance Certificate MUST be returned with this contract. Your space will not be confirmed until this copy is received. Insurance Certificate will be securely on file in the Marina office.

* Insurance Company Name:	
Insurance Company Phone Number:	
Policy Number:	
Policy Expiration Date:	

Boat Information:

The term of the agreement shall be:	From: May 15, 2016 To: October 15, 2016
Boat Registration or Documentation No:	
Boat Make and Model:	

Payment Calculator:

Shore Berth Fee:	\$1550.00 <input type="checkbox"/> Thursdays at 5PM, the ramp will close and no launching will be permitted.
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Payment Terms:

* No contracts will be accepted without the Minimum 50% Deposit.

Full Payment	<input type="checkbox"/>
(2) Equal Payments 1 st payment due 4/15/16 2 nd payment due 6/15/16	<input type="checkbox"/>
Method of Payment:	Cash <input type="checkbox"/> Credit Card <input type="checkbox"/> Check <input type="checkbox"/>

Credit Card Information:

* Essex Marina does not accept American Express.

* Credit Card Type:	MasterCard <input type="checkbox"/>	Visa <input type="checkbox"/>	Discover <input type="checkbox"/>
Credit Card Number:			
Expiration and Security Code:	<i>Expiration</i>	<i>3 digit Security Code</i>	
Signature authorizing use of card:			
Billing Address (if different from above):			

Remit Payment To: Essex Marina LLC
P O Box 905
Essex, MA 01929

The Boat Owner agrees to the Terms and Conditions of this document, Essex Marina Rules and Regulations and Essex Marina Terms and Conditions, which are attached and incorporated herein by reference. It is understood that this contract may not be altered or amended unless a written instrument is signed by an owner of Essex Marina and the Boat Owner.

All Charges unpaid after 30 days are subject to a service charge of 1.5% per month. All outstanding balances must be paid before removing any vessel from Essex Marina's facility (hereinafter "Marina"), otherwise a lien will be placed upon the vessel. Delinquent accounts processed for collection shall be subject to all cost of collection and attorney's fees. This contract is for the above period only. The Boat Owner agrees to daily transient storage fees if the boat is left on the Marina premises beyond the expiration date of this contract, and contract terms continue until the boat is removed.

The Boat Owner understands that the shore berth fee is significantly smaller than the value of his or her vessel. As a result, the Boat Owner and Marina agree that the boat is stored at the marina at the sole risk of the Boat Owner and that the Marina will not be liable for any loss of or damage to the Boat under any circumstances, including fire, theft, vandalism, water damage, and any negligent acts or omissions. The Boat Owner also agrees to release, indemnify and hold harmless the Marina from any liability for any personal injury or property loss of the Boat Owner, his employees, servants, agents and guests under any circumstances, including any negligent acts or omissions of the Marina, to the extent permitted by law. The below signed person personally covenants and agrees to defend, indemnify and save the Marina harmless from any claims, demands, defenses, losses, causes of action, third party claims and causes of action, suits judgments and any executions thereon arising from Marina's reliance of said signature.

The person who has signed below as the Boat Owner hereby warrants and represents that he/she is in fact the true Boat Owner of the Vessel, and that he/she has full power and right to enter into this agreement for himself/herself and for the Vessel. Further, the Boat Owner's signature was properly placed upon this agreement, and there are no restrictions of any kind upon the Boat Owner or the Vessel which limit or restrict his signature from binding the Boat Owner and the Vessel to each and every term and condition of this contract. If the Boat Owner is a Corporation, the individual signing this contract on behalf of the corporation personally guarantees payment on behalf of the corporation.

NO REFUNDS

BY SIGNING BELOW, I READ, UNDERSTAND AND AGREE TO THIS CONTRACT, BOTH THE ESSEX MARINA RULES AND REGULATIONS AND THE ESSEX MARINA TERMS AND CONDITIONS.

Signature:

* No contract will be accepted without a valid signature.

Boat Owner #1	Date:	Essex Marina:	Date:
Boat Owner #2	Date:		

Return Checklist:

- Have you completed all of your personal, boat and payment information?
- Have you included a copy of your certificate of insurance?
- Have you signed the 2016 Shore Berth Rental Agreement?
- Have you included your payment?