

Champlain Marina, Inc
P.O. Box 168
982 West Lakeshore Drive
Colchester, Vermont 05446
Dockage/Storage Agreement

Boat Owner(s) _____
Street Address _____
City _____ State _____ Zip or Postal Code: _____
Home Phone: _____ Cell: _____ Email: _____

General Terms & Conditions

I/we, the undersigned, as customers of the Champlain Marina, Inc. (hereinafter Marina) agree to the following terms, conditions and rules that may be modified or amended by the Marina at any time. These terms and conditions apply to both Summer Dockage and Winter Storage and are hereinafter incorporated into each Summer Dockage and Winter Storage agreement by reference for the duration of a customer's relationship with the Marina. This agreement extends to all vessels for which a customer utilizes any services. Violation of these terms, conditions and rules by a customer, guest, or employee of the customer may result in immediate termination of this agreement without refund and/or removal of the Owner's vessel from the marina.

The owner, and all those who shall maintain or operate his vessel on or near marina property, shall abide by all applicable state, federal, and municipal laws and regulations.

Payment(s) for Services

I/we agree to pay promptly on a schedule set by the Marina for all services I agree to via Dockage & Storage Invoices I receive bi-annually as well as any invoices or statements I receive on a monthly basis. I understand that fees for services are set at the sole discretion of the Marina.

The Owner agrees to make prompt payment of all charges at the Marina after bills have been rendered. Interest at the annual rate of eighteen percent (18%) will be charged on accounts over 30 days. The Owner agrees to pay all costs of collection, including attorney's fees.

Dockage

Dockage includes use of all the marina facilities, utilities, and services provided by the Marina for its patrons. At its sole discretion, the Marina may refuse dockage for any boat that it deems unsafe, or a hazard to other boats or the Marina.

The in-water dockage season is May 1 to Sept 30, weather permitting. For safety reasons, Owner will provide the Marina access to the boat by key or combination lock. The Marina will properly secure hatch and ignition keys in the Marina office.

The adequacy of dock lines and the preparation for storms during the summer is the Owner's responsibility. Dockage and storage agreements are not transferable or able to be sublet by the

Owner. The Marina reserves the right to relocate any vessel at any time to better utilize marina dock space but will discuss the move in advance with the owner. During the summer, the Marina reserves the right to use the slip reserved by this agreement when owner's slip is vacant for one or more nights. The Owner shall give the Marina advance notice of commencement and duration of such vacancies. Owner will receive no credit for the vessel's absence. The Marina will charge transient customers for use of the slip and will retain the proceeds as marina income.

For Sale signs are not permitted on boats in slips at the marina.

Chartering from the marina is not allowed without prior Board of Directors' approval.

Winter / Summer Land-based Storage

The Marina will observe the haul and launch dates as established herein as nearly as possible in keeping with its boat handling capacity and as the weather and other uncontrollable conditions permit. The Marina shall not be required to provide tie-up facilities after launching. When requested by the Owner in advance, the Marina will furnish post-launching space for up to seven days, if available. Thereafter, available dockage is subject to applicable transient rates. If no such provisions have been made, the owner will be notified in advance of the time of launching and will be prepared to accept delivery of the boat immediately when launched and be fully responsible for its location elsewhere thereafter.

The Owner will equip the boat with sufficient lines, fenders, and other necessary tie-up gear prior to hauling or launching. The Owner accepts full responsibility for the condition of such gear and for any damage that may result from its failure.

Prior to lift out, the Owner agrees to make available to the Marina information pertinent as to any special underwater fittings or hull configurations or any fittings or instruments above and below decks that are of a special nature and that require any special care by the Marina. The Marina shall not be responsible for damage to any such fittings, hull configurations, or instruments of which it has not been notified. The Marina may decline to haul any boat that exceeds the rated capacity of its equipment.

In its sole discretion the Marina may refuse to provide hauling and storage for any boat that it deems unsafe or a hazard to other boats or the marina.

The Marina reserves the right to refuse the use of any cradle or jack stands furnished by the Owner that the Marina management believes is not safe or adequate. The support and covering of the vessel during the winter to withstand snow and windstorm is the owner's responsibility.

The boat storage service as provided for herein includes haul-out in the fall, the space for storage, and launching in the spring. All boats left at the Marina's docks for hauling will be hauled as soon as possible, weather permitting.

In the event that the Owner elects to keep the boat in storage over the summer and into the next storage season, there will be no credit for the omission of the spring launch or the fall haul-out pursuant to the storage agreement covering the next storage season.

Any boat not launched prior to June 1st, will be subject to applicable summer storage charges through September 15. Payment for summer storage is due within 10 days of invoicing.

Boats stored in the designated reserved parking areas must be launched by Friday of the Memorial Day weekend. A fee of \$50.00 per day will be assessed to those boat owners whose boats remain in the reserved parking areas.

On or before the launch date, Owners shall remove the winter framework and covers.

Prior to winter storage, the Owner shall remove all paints, thinners, gasoline cans, or other materials that may constitute a danger of fire. The Marina does not undertake to examine any stored boats for such dangerous materials; the Marina, however, reserves the right to remove any such materials should they be found aboard. Except to charge batteries during daytime hours, shore power shall not be used, or extension cords plugged in, during winter storage while the vessel is unattended. The Owner should notify the marina manager when unattended battery charging will take place during the day. At no time shall cords be plugged in at night. At no time shall there be use of internal heaters without someone physically present at all times. The Marina staff will unplug unattended cords without notice to the Owner. The Marina is not responsible for any gasoline or diesel fuel aboard any boat or for any damage from freezing during the winter.

No dry sanding of boats is permitted. Vacuum or wet sanding is permissible. The boat owner is responsible for any environmental damage, or damage to another boat.

Location and relocation of all vessels during winter storage shall be determined and carried out at the sole discretion of the marina in order to best utilize storage space. For larger boats, relocation shall first be discussed with the Owner, except during launch season when relocation is necessary to facilitate launching of other boats.

Owners are responsible for the clean up around their boats and will be charged if this is not done to Marina staff satisfaction.

The Marina reserves the right to limit the length of stay an Owner may live aboard the boat while in storage. Generally, overnight stays are allowed while preparing the boat for winter lay-up or spring launching. Longer-term living situations will not be allowed under any circumstances.

Small Watercraft

A small inflatable or soft sided watercraft may be left in a slip with a contracted boat only while the primary vessel is in it's slip provided it does not interfere with adjoining boats or navigation. An unresolved complaint from an adjoining neighbor shall be considered interfering with navigation. No jetskis or hard-sided watercraft may be left in slips. Jetskis and hard sided watercraft may be left, space permitting, in assigned dock space. Rates for jetskis and hard-sided

watercraft will be set by the Board. Customers must declare any intention to store a jet ski or hard sided watercraft at the time their summer contract is submitted as space is assigned on a first come first, served basis.

Quonset Hut / Mary Patrick Activity Room

Shareholders and summer renters may use the room for social functions. Policies include: cannot be used for events on weekends in June, July, and August. Reservations for events during the week may be possible but other marina customers may not be excluded from using the facility.

The room must be left clean and all marina rules must be observed. Reservations should be made through the manager. Shareholders and renters are responsible for their guests.

Use by boating related groups mid-week is acceptable provided other users are not excluded and all marina rules are followed including parking, and the room is left clean. Certificates of insurance must be in place, as well as a deposit and paperwork holding the marina harmless, for any non-marina groups using the room.

Security

The Marina is not responsible for the security of the boat, its contents or equipment. Owner is responsible for any personal property left on the boat, the marina floats/docks, or other marina property. Owners should remove for safekeeping or otherwise lock up items not affixed to the boat. In the event of storms, it is the owner's responsibility to provide such additional dock lines and security as may be required for the boat's protection.

Contractors / Contracted Work on Vessels

Boat owners may employ outside help to work on their boats at the marina, on shore or in the water, but other than for normal washing, waxing, and routine engine work such as oil changes, Owners must notify the marina manager in advance of the nature and extent of the work.

In advance of work to be done on boats at the marina, all outside contractors must file a certificate of insurance with the marina manager showing proof of general legal liability coverage, as well as workers compensation coverage if eligible for workers compensation.

General Liability

The Owner acknowledges and agrees that the Marina makes no warranty with regard to ladders, platforms, walks, equipment, or gear on its premises or that which may be made available to the Owner, members of his/her family, guests, agents and employees. All use of Marina facilities are at the Owners' risk. Owners jointly and severally covenant and agree to indemnify and hold harmless the Champlain Marina from all claims, law suits, or damages for personal injury or other loss claimed by the Owner,/his/her family, guests, agents or employees.

Utilities, such as water and electricity, provided by the Marina are not warranted against breakdown or stoppage and are used at the Owners' risk. The Marina shall not be liable for loss of food, loss of battery charging capacity, pump failure, or other damage caused by electrical interruption.

Insurance

All vessels docked or stored at the Marina must be covered by hull and liability insurance. The Marina reserves the right to refuse dockage or storage for any boat not so insured. Should a vessel at the marina at any time be found not to be covered by insurance, the Marina may terminate the dockage or storage contract and compel removal of the vessel. For certain small boats of relatively little value, the Marina Board of Directors may waive the requirement of hull insurance. A waiver as to one vessel shall not be construed as a waiver for other vessels. All waivers must be in writing and obtained in advance of the Marina's acceptance of the dockage or storage agreement.

Hold Harmless

The Owner hereby agrees to indemnify and hold harmless the Champlain Marina with respect to damage or loss of the boat and/or its equipment by fire, theft, storms or damage from collisions with other vessels. In the event that the Marina for any reason should voluntarily make payments to the Owner, the Marina shall be subrogated to all the Owner's rights of recovery against any third person or organization who may have responsibility for the damage.

The Owner shall execute and deliver such documents as required to secure such subrogation rights for the Marina.

RULES AND REGULATIONS

The Marina has established and posted rules and regulations governing use of the marina for the safety and welfare of all patrons, Owners, their families, their guests and employees.

1. Owners and Renters are responsible for guests at all times.
2. All trash is to be placed in the dumpster located on the south end of the Quonset Hut Building. Only picnic area trash may be placed in picnic area trash containers. You are required to separate and recycle some of the trash in designated containers. All trash from around stored boats must be picked up every day.
3. We provide tents, picnic tables, propane grills, additional seating in the activity room and a small kitchen for your enjoyment and convenience. You are responsible for keeping these areas clean. All non - galley cooking must be done in these areas. **NO OPEN FLAMES ARE ALLOWED ON BOATS WHILE DOCKSIDE OR IN STORAGE.**
4. Pets must be leashed and under control at all times. Pet owners are responsible for cleanup of pet waste. Pets should be walked in the "Dog Run" area only. Do not allow pets in picnic areas.
5. You are responsible for properly tying your boat. Adequate lines and fenders must be properly installed and maintained. Keep lines, hoses and power cords neat and in proper working order.
6. No unreasonable noise between 22:00 and 08:00. Limit the use of motors while at dockside.
7. Park in designated areas only. Summer parking is by reservation.
8. Power in the yard is made available as a convenience to our customers while they work on their boats. Power to yard receptacles will be turned on during normal hours of operation.
9. You must comply with all applicable Federal, State, and Local Regulations. These include (but not limited to) rules regarding proper holding tank installation, overboard discharge, speed limits and no wake zones, operation of any motorized vehicle while under the influence, pet laws, and curfews, use of controlled substances, to name a few.

10. Waste oil disposal is provided for our customer's convenience during normal hours of operation. We ask your co - operation in using this facility by keeping it clean and not utilizing it for other waste material. Presently we are unable to accept gasoline, antifreeze and unused paint and solvent. Check with the Manager for locations to dispose of other waste materials.
11. Under no circumstances are renters or owners to affix, attach, paint or alter in any way the marina's docks. You will be responsible for the cost of repair for any alterations that have not been approved by the Management.
12. Children under 8 years of age are encouraged to wear a PFD (personal flotation device) when on boats and/or docks.
13. The use of motorized or pedaled vehicles are not allowed on the docks. Dock carts, wheel chairs, strollers and walkers are exempt from this rule if used in a safe and responsible manner.
14. Marina customers may keep a dinghy or personal watercraft in their slip as long as it doesn't interfere with navigation or other marina customers
15. Swim at your own risk.
16. No running on the docks.
17. The Board's interpretation of the Rules is final

Notice of Hazards

Marina hazards include possible stray currents that can cause serious injury or death. Boat traffic and underwater hazards are dangerous as well. There are no lifeguards at the Marina. Swimming is strongly discouraged at the Marina, and you swim at your own risk.

BEWARE OF POWER CORD DANGER

AN ENERGIZED POWER CORD IN THE WATER CAN STOP A NEARBY SWIMMER'S HEART. ALWAYS UNPLUG A POWER CORD FROM THE PEDESTAL WHEN NOT IN USE. DO NOT JUST SHUT OFF SWITCH. IT MAY BE THE WRONG SWITCH. ANOTHER PERSON MAY TURN ON THE SWITCH LATER, ENERGIZING THE CORD, WHICH COULD THEN ACCIDENTLY FALL IN THE WATER. **WHEN LEAVING DOCK, DETACH POWER CORDS AT BOTH ENDS.**

I/we have read this agreement in its entirety and agree to comply with all its provisions. I/we understand that this agreement is in effect until canceled or modified.

Owner _____ **Date:** _____

Owner _____ **Date:** _____