



STROUTS POINT WHARF COMPANY SERVICES AGREEMENT TERMS AND CONDITIONS

Strouts Point Wharf Company ("the Company") and the Customer named below agree that the following Terms and Conditions apply to the rental of slip and dock space, moorings, parking space and repair or storage services and are deemed to be integrated with and applicable to any contract to provide such services, including renewals. Any reference to the "Agreement" includes these Terms and conditions together with (1) the Company's current schedule of charges and (2) any applicable written work order or reservation form.

Customer

Address

Telephone

E-mail

1. These Terms and Conditions apply to the initial season or year indicated below and to all future renewal seasons or periods of time during which similar services are provided to the Customer. This Agreement shall be deemed automatically renewed for a new season if, in accordance with its rules, the Company agrees to provide such services in a future year and the Customer tenders payment in accordance with the Company's then current schedule of charges.

2. The Customer will keep the boat(s) or automobile(s) properly registered, equipped, maintained and insured as required by law and safe practices. In additional boat insurance must be filed with the yard annually and must list the Company as additional insured.

3. The Customer will provide the Company with a set of door, hatch and ignition keys, including car keys. The Customer authorizes the Company and its employees to move the boat or car whenever the Company deems it necessary for repair work or for the safety or convenience of the marina or its customers, at the customer's risk.

4. Slip, mooring and parking privileges may not be assigned or used by any other boat or vehicle without prior permission of the Company. Cars shall bear a sticker issued by the Company. Vehicles with no sticker will be towed at the

Customer's expense. When the Customer expects to have his boat out of a slip or off a mooring for more than seven days, he shall notify the Company, which may in turn use the slip or mooring for other purposes during this period without refund.

5. No outside mechanics, workers or professional help will be permitted on a Customer's boat without prior arrangement with the Company and satisfactory proof of liability insurance which is the Company's sole judgment is adequate. The Company may bill the Customer a service charge for use of the marina facilities by any outside contractors or workers.

6. The Customer is solely responsible for the safety of his car, boat, dinghy, motor, contents or equipment, and these are stored or repaired at the marina at the Customer's sole risk. The Company will not be liable for theft, vandalism or storm. In the event of storm or other emergency, the Company, at its sole discretion, may attempt to protect boats and other property, but the Company does not assume responsibility to do so. The Customer agrees to hold the Company harmless for any damage occurring in the course of protective efforts and to pay the reasonable labor and materials costs incurred by the company.

7. No swimming, diving or fishing is permitted from the marina floats. No charcoal fires or open fires or smoking is permitted on the main runways or in the fueling area. The Customer acknowledges that the State of Maine and local law prohibit the disposal of trash or refuse into tide waters and agrees to comply with such laws. All trash will be deposited in the proper containers that will be provided by the Company. The Customer agrees to abide by these and such other rules and regulations as the Company may establish for the safety, convenience, enjoyment or benefit of its customers.

8. Casco Bay is a no discharge zone, for sewage. All boats must have operational holding tank.

9. All invoices for service work will be paid within 30 days of tender unless other arrangements are agreed to prior to the start of work. Slip and moorings charges for the whole season or term rented shall be paid in advance, in accordance with the Company's current schedule of charges. The Customer acknowledges that weather conditions, storm damage, unanticipated maintenance, delays in construction schedules and other circumstances beyond the Company's control may prevent the Customer from using his slip or the marina for some portion of the season, and the Company shall not be

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responsible for any refund of rental charges in such circumstances. The Customer agrees to pay a late charge of 1.5% per month on all overdue charges.

10. The Customer acknowledges that he is responsible for payment of any bill tendered notwithstanding that the Customer may be insured for the work being done. In the event the Customer is insured, it is the Customer's responsibility to pay the Company directly and promptly and to seek reimbursement from the insurer himself.

11. The Company shall be entitled to recover reasonable attorney's fees and cost incurred in any legal action against the Customer for breach of this Agreement, including non-payment, in which the Company prevails. "Prevails" means to obtain a judgment for damages against the Customer in any amount, notwithstanding any set off or judgment on a claim by the Customer against the Company.

12. In addition to any other rights which the Company may have by statute, at law, in admiralty or in equity, the Customer hereby agrees and consents to a possessory lien in favor of the Company against any boat or car for any damages, fees, costs, expenses, or attorney's fees owed under this Agreement. By signing this Agreement, the Customer further acknowledges that he has received notification that the Company has a possessory lien on the Customer's boat, motor, and/or trailer pursuant to title 10 M.R.S.A. §1381 et seq. for storage fees, rent, labor, materials, interest and other costs or damages, including attorney's fees.

13. The Company may terminate this Agreement if, in its sole discretion, doing so is in the best interest of the Company or its customers. A pro rata rebate, less a service charge of 10% of the total fee for the period of this Agreement, will be tendered to the Customer on termination. The Company may also terminate the Agreement if the Customer violates any of its terms and conditions, including failure to pay charges due on time. No refund of prepaid charges will be made for termination because of violation of this Agreement. The Customer must remove his boat and/or car from the marina immediately on notice of termination.

14. Any boat or car left at the marina or on a mooring after failure of the Customer to pay for storage, labor, materials, interest or any other charges incurred, after expiration of the season or the period of this Agreement or after notice of termination, will be removed from the water or land and stored at the Customer's expense. Such action is in addition to other remedies the Company has. The Customer agrees to pay all reasonable costs and charges incurred by the Company or anyone acting at the Company's request in connection with such removal and storage. The Customer agrees to hold harmless and indemnify the Company for any and all damages, including, without limitation, damages to Customer's boat or car, fees, costs, expenses and attorney's fees incurred as a consequence of any removal or storage or

any claim brought by anyone, including the Company, as a result of such removal or storage.

15. The Customer is responsible for all damages or injury he, his guests, crew, employees or outside contractors may cause to other boats, property or persons at the Company's marina or to the Company's facilities. The Customer agrees to indemnify and hold the Company harmless from any unreimbursed loss or claim for injury, death or property damage, including attorney's fees, against the Company by any person or entities arising out of or connected with use of the Company's facilities by the Customer, his guests, family, employees, invitees or outside contractors.

16. No failure of the Company or its employees to enforce any of the terms and conditions of this agreement shall be considered a waiver by the company in the absence of an express written waiver.

17. All Customers must obtain safety gear if going into a building where work is ongoing.

I certify that I have carefully read this Agreement, and that I understand and agree to its terms.

Customer Date

Strouts Point Wharf Company Date

Initial Season