



AGAMENTICUS YACHT CLUB

P.O. Box 534 ★ York Harbor, Maine 03911

www.aycsail.org ★ info@aycsail.org

207-363-8510



AYC Master Marina Dockage Agreement

May 1st to October 1st

This is a Master Marine Dockage Agreement that will remain in place each year unless terminated (or updated) by the Agamenticus Yacht Club, or terminated by the Boat Owner.

The boat owner is well aware that the consideration paid to the Agamenticus Yacht Club, Inc. (herein called "Marina") for the dockage of his/her boat is disproportionately small in comparison to the value of the boat and equipment involved, and the boat owner is well aware of the various types of risks that are involved and associated with the dockage of his/her boat on the Marina premises. Therefore, it is agreed that the boat and all other property of the boat owner, his/her employees, agents and guests, which may be brought on to the Marina premises, is during the term of this agreement and any extensions thereof at the sole risk of the boat owner, his/her employees, agents and guests and the Marina, its agents and employees will not be liable for any loss or damage to said property under any circumstances including, but not limited, to fire, theft, water damage and any negligent acts or omissions and notwithstanding any asserted or actual breach of this Agreement by the Marina.

The boat owner further agrees and does hereby, on behalf of him/herself and his/her heirs and executors, employees, agents and guests, during the term of this Agreement, or any extension thereof, release the Marina, its agents and employees from any liability for any loss or damage to the person of the boat owner, his/her employees, agents and guests, under any circumstances, including any negligent acts or omissions of the Marina, its agents and employees, notwithstanding any asserted or actual breach of this Agreement by Marina, and the boat owner agrees in behalf of him/herself, his/her employees, agents and guests to assume the sole risk of any such loss or damage.

The boat owner agrees to pay all fees in advance and to abide by and be bound by the regulations of the Marina, and the agreement terms and conditions, set forth on the attachment hereof, to which both parties herein agree: the Marina reserves the right to cancel this Agreement for violation of any said regulations of said Agreement terms and conditions and to retain all amounts paid in advance hereunder as liquidated damages. Under the terms of this

Agreement, the boat owner agrees and acknowledges that the Marina does not assume any responsibility for nor will it exercise any control over the boat which is berthed at the Marina pursuant to this Agreement. It is specifically agreed and understood that the Marina is not and will not be in custody or control of the boat so berthed. The boat owner unless prevented from so doing by the Marina by virtue of exercise of a lien or other lawful rights or remedies of the Marina shall be free to move or remove his/her boat at will. The only time that the Marina may exercise any control over the boat so berthed is in the event the boat so berthed is in danger of being sunk or damaged due to conditions beyond the control of the Marina, should the Marina become aware of these conditions and choose to preserve or protect the boat owner's property.

In addition, the boat owner herewith authorizes the Marina pursuant to the terms of this Agreement to exercise such control over his/her property under the aforesaid circumstances, and also in the event that the boat should become a hazard or nuisance to the boats or property of others who are berthed at the Marina pursuant to Agreement or other lawful arrangements with the Marina.

When and if the Marina may choose to exercise such control, the boat owner specifically authorizes same and herewith releases the Marina from any and all claims which he/she may have for loss or damage occasioned to the said boat for whatever cause, including acts of the Marina, its agents and employees.

It is specifically understood and agreed that the foregoing is a condition of the Agreement.

The parties agree that the terms of this Agreement together with all of the terms and conditions shall be automatically extended to cover the period from the time that the boat is first brought on to the premises and the Marina is notified of such removal or until a new dockage or storage Agreement is executed. The boat owner further agrees that additional charges for dockage or storage shall be due and payable for any extended period of said Agreement at the then established dockage and/or storage rates of the Marina.

The boat owner agrees that the Marina will have the right but not the obligation to relocate his/her boat while it is docked or located within the Marina premises for such reason, and to such other location on the Marina's premises as the Marina shall deem appropriate, including but not limited to the right to move the boat and/or to remove the boat from the water. The boat owner further agrees to reimburse the Marina for any charges accrued in connection with hauling the boat from and returning the boat to the water at prevailing rates. Subject to the terms and conditions herein the boat owner shall have full care, custody and control of his/her boat.

The rights contained in this Agreement are not transferable or assignable by the boat owner and it is understood between the parties that no refunds will be made after this Agreement has been accepted by the Marina.

This Agreement is to be governed by and construed according to the laws of the State of Maine. If it should appear that any of the terms hereof are in conflict with any rule of law or statutory provision of the State of Maine, then the terms of the Agreement which may conflict with the laws of the State of Maine should be deemed inoperative and null and void insofar as they may be in conflict therewith and shall be deemed modified to such rule of law.

If any provision of this Agreement or provision thereof to any person or circumstance is held invalid the remainder of the Agreement or the remainder of such provision thereof to other persons or circumstances shall not be affected thereby.

It is agreed that this Agreement can be altered, modified or amended only by an instrument in writing signed by the Dockmaster or Commodore of the Agamenticus Yacht Club, Inc. and the boat owner.

This document becomes an Agreement when accepted by an appropriate officer of the Agamenticus Yacht Club Inc.

Any boat placed in dockage or berthed at the Marina under this agreement shall be subject to the terms and conditions as set forth above and on the attachment hereof which the boat owner by signing below herewith agrees and acknowledges he/she has read, understood and agreed to. He/she further agrees that violation of any of these terms, conditions and regulations shall be cause of immediate termination of a boat owner's dockage Agreement.

AYC Marina Rules & Regulations

1. When a boat enters the Marina, it shall be berthed or moored only as directed.
2. No advertising, soliciting or "for sale" signs will be permitted on any boat or elsewhere in the Marina without the consent of the Marina.
3. Boats shall be in a seaworthy condition and shall not constitute a fire hazard or they will be removed from the Marina at the boat owner's expense.
4. No charcoal fires or open fires of any kind will be allowed in any part of the Marina.
5. Boats entering the Marina shall leave no wake.
6. No swimming, skin diving or fishing is allowed in the Marina. No cleaning fish on Marina property.
7. Boat owners shall not store supplies, materials, accessories or debris upon floats or fingers and shall not construct thereon any lockers, chests, cabinets, steps, ramps or similar structures except with the permission of the Marina management.
8. Noise shall be held to a minimum at all times. Boat owners shall use discretion in operating motors, generators or bilge pumps so as not to create a nuisance.
9. Disorder, depredations or indecorous conduct by a boat owner, his/her agents invitees and guests, which in the sole judge of the Marina might cause injury to a person or property within the Marina or would otherwise prevent other persons lawfully upon the property of the Marina or upon boats berthed or docked at the Marina from quiet and peaceful enjoyment of their presence at the Marina, shall be a cause of immediate termination of the boat owner's dockage Agreement. The boat owner specifically agrees and understands that if, after receipt of a letter from the Marina requesting removal of his/her boat from the Marina pursuant to the terms of this paragraph, he/she must remove the boat in or within seven days from receipt of the notice. If the boat owner refuses to remove the boat in or within seven days, then the Marina is herewith authorize to haul and remove the boat from the water and store same upon its property until said boat is removed by the owner or otherwise lawfully disposed of. The boat owner specifically agrees and understands that in the event the boat is hauled and/or stored, pursuant to this paragraph, notwithstanding any other lawful rights and remedies it may have and without waiving same, the Marina may claim a lien thereon pursuant to Maine Revised Statutes Annotated Title 10 Sec. 3851 and following.
10. When a boat is tied at its berth in the Marina, occupants will use head facilities provided on shore.
11. No outside labor will be allowed in the Marina area except by arrangements with Marina management.
12. Pets shall be kept leashed at all times and walked only in designated areas.
13. Each owner will be held responsible for damage which he/she may cause to other boats in the Marina or for damage to any structure. Any boat which may sink in the Marina may be removed by the Marina management at the expense of the boat owner.
14. Marina parking is for loading and unloading only.



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***Please fill out this information below, sign and
return this last page ONLY to the Club.***

AYC Master Marina Dockage Agreement *May 1st to October 1st*

Boat Owner's Name:		
Street:	City/State:	Zip:
Phone - Home: ()	Phone - Bus: ()	Cell: ()
E-Mail:	Registration No:	
Boat Name:	Boat Make:	Year:
Boat Overall Length:	Boat Width:	

I have read the Master Marine Dockage Agreement and Marine Rules & Regulations and agree to these terms. This agreement will remain in place until modified or terminated.

BOAT OWNER'S SIGNATURE

BOAT OWNER'S NAME (Print)

DATE:

AGAMENTICUS YACHT CLUB, INC. REPRESENTATIVE

DATE: