

# PLUNDER BAY MARINA

250 Mount Independence Road  
Orwell, VT 05760  
(802) 948-2330 – plunderb@shoreham.net

## BOAT SPACE AGREEMENT

DATE: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

### BOAT INFORMATION

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Year: \_\_\_\_\_ Draft: \_\_\_\_\_ Make & HP of Motor: \_\_\_\_\_

Registration Number: \_\_\_\_\_ Registered Length: \_\_\_\_\_

Name of Boat: \_\_\_\_\_

Trailer Make/Material: \_\_\_\_\_

Head Info: Self-Contained w/Holding Tank \_\_\_\_\_ Port-a-John \_\_\_\_\_ No Facilities on Board \_\_\_\_\_

Electric Required/Requested: Yes \_\_\_\_\_ No \_\_\_\_\_

Air Conditioning: Yes \_\_\_\_\_ No \_\_\_\_\_

(Please note at this time our electrical service does not support air-conditioning – this information will be used for future planning).

### SERVICES REQUESTED

_____ Dockage	_____ Dry Dockage	_____ Winter Storage
Launch: _____	Cradle: _____	Winterize: Engine: _____
Haul Out: _____	Block: _____	Holding Tank: _____
Pressure Wash: _____	Trailer: _____	Water System: _____
Spring Tune-up/Oil Change _____		

Approximate Launch/Haul Out Dates: May 15<sup>th</sup> October 1<sup>st</sup>

TOTALS:

Dockage: _____ Feet @ \$ _____	_____
Electric: Seasonal/Full-time _____ Seasonal/When here _____ Other: _____	_____
Winter Storage: _____ Feet @ \$ _____	_____
Winterizing: _____	_____
Shrink Wrap: _____ Feet @ \$ _____	_____
Spring Tune-up/Oil Change: _____	_____
Dry Dockage: _____ Feet @ \$ _____	_____
TOTAL CHARGES:	_____

PLEASE READ THE REVERSE SIDE AND SIGN

PLUNDER BAY MARINA agrees to furnish services as indicated on the front of this form for the charges shown. The boat OWNER will pay for services as follows:  
DOCKAGE/ELECTRIC – When boat goes in the water  
WINTER STORAGE – October  
SERVICE WORK – When work is completed  
DRY DOCKAGE (Summer Storage) – May

The MARINA shall have a lien upon the OWNERS boat and equipment for space or service charges. To satisfy the lien, the MARINA may sell the boat and/or equipment at public or private sales if the debt is not fully satisfied in 6 months from due date. The OWNER shall be obligated to pay any deficiency resulting from said sale, to include attorney's fees.

The haul and launch dates as established herein will be observed by PLUNDER BAY MARINA as nearly as possible in keeping with its boat handling capacity and AS WEATHER CONDITIONS PERMIT. The OWNER accepts full responsibility for sufficient lines, fenders and other necessary tie-up gear, for the condition of such gear, and for any damage that may result from its failure.

PLUNDER BAY MARINA reserves the right to move boats to a different tie-up location at any time, without prior notice.

Subleasing of slips or transfer of boats between slips will not be permitted without prior written permission of the MARINA.

The OWNER agrees that the MARINA shall not be liable under any circumstances whatsoever for any damage to any property of the boat owner, including the boat described herein, whether such damage is caused by confiscation, order of any government or public authority, discoloration from natural or inherent causes, collision with under water objects, high or low water, fire, theft, weather conditions, vandalism and/or acts of God. The MARINA is not responsible for any losses to other boats or property caused by the OWNER. Any boat which may sink in the MARINA shall be recovered by the OWNER at his expense, or if not done within 24 hours, by the MARINA at the expense of the OWNER.

**INSURANCE - THE BOAT OWNER SHALL BE RESPONSIBLE FOR OBTAINING, AT OWNER'S EXPENSE, ANY PROPERTY DAMAGE, FIRE, THEFT, OR SIMILAR INSURANCE UPON SAID BOAT. PLUNDER BAY MARINA SHALL NOT BE REQUIRED TO PROVIDE ANY SUCH INSURANCE.**

All boats shall be tied up in berths in a manner acceptable to the MARINA or the MARINA may assess a service fee for labor and materials. The OWNER shall be responsible for the conduct and actions of their guests as well as themselves.

OWNER understands and agrees that the MARINA makes no specific or implied warranty as to the safety, condition or suitability of any equipment, property or device owned or leased by the MARINA which may be used by the OWNER or his family or guests. OWNER covenants and agrees to save harmless and indemnify PLUNDER BAY MARINA from any claims, suits and damages sustained by the MARINA arising from the operation of this agreement, including reasonable attorney's fees incurred by the MARINA in the defense of any claim brought by any person(s) who are guests or invitees of the OWNER, including members of the OWNER's family.

Date: \_\_\_\_\_ OWNER's signature: \_\_\_\_\_