



## RAMP USE, TRAILER AND TRAILERED BOAT STORAGE AGREEMENT

Agreement Coverage Period: \_\_\_\_\_ - \_\_\_\_\_

Great Bay Marine Inc. is hereafter referred to as "GBM". Boat/Trailer Owner is hereafter referred to as "Owner".

### MARITIME LIEN

GBM and the undersigned Owner agree that the storage and/or service undertaken herein by GBM are necessary and proper to the preservation of the boat in a seaworthy condition, and as such, shall constitute a MARITIME LIEN and State of New Hampshire Vessel Lien RSA 450-A.

### TERMS

- A. **In the event that this agreement is for use of the launching ramp only, boat must promptly leave GBM upon completion of launch and haul out; No boat or trailer storage is intended.** Otherwise, storage of boat and/or trailer will occur only upon receipt of a dated and signed storage agreement as well as a current certificate of insurance for both boat and trailer and payment received in full per separate fee schedule. All trailers must have I.D. tags and trailer locks. This agreement cannot be assigned or transferred by the Owner. The Owner must notify GBM in writing when boat or trailer in storage is either sold or transferred and Owner must satisfy any outstanding charges under the contract at that time.
- B. See separate fee schedule.
- C. It is agreed by the Owner and GBM that the Laws of New Hampshire shall apply to the interpretation hereof and any actions under this contract shall be brought only in a New Hampshire Court. All arrangements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent Court, this contract shall be interpreted as if such invalid agreements or covenants were not contained herein, except that connective language not otherwise invalid shall be preserved for any such interpretation. Failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or any other rights hereunder.
- D. If any acts of the Owner cause GBM to retain an attorney to institute collection proceedings for payment due or to become due under this contract or cause GBM to retain an attorney to bring or participate in any collection procedures, lawsuit, equity suit, or other proceeding to enforce this contract, or any provision thereof, to rescind the same, to collect damages for an alleged breach thereof, or for a Declaratory judgment there under, then GBM, whether Plaintiff or Defendant, shall be entitled to receive from the Owner an allowance for all reasonable expenses of collection or enforcement, including reasonable attorney's fees necessitated by said actions in addition to costs of suit.
- E. GBM may enter the boat to inspect or take any action necessary to enforce the Owner's covenants and agreement, or to take any action necessary in an emergency. GBM may move the boat or trailer, after notice to the Owner, to make any repairs or changes necessary for the operation of the Marina. GBM may move the boat, without notice to the Owner, in connection with any actions taken in the event of any emergency. The Owner shall provide GBM with a set of main door or hatch keys, ignition key and trailer key or combination. GBM shall return such keys upon termination of this agreement and payment in full. The Owner of any boat with a built in alarm system must give detailed instructions to GBM as to how to de-activate the alarm. GBM will make a reasonable effort to contact the Owner if this situation occurs.
- F. The parties affirm that this agreement contains their entire agreement and there are no oral agreements or representations binding on the parties thereto. Any amendment must be in writing and signed by both parties.
- G. This agreement shall include and incorporate the terms of GBM's general yard policies as posted in GBM's service department, which are subject to reasonable adjustments by GBM at any time and from time to time.
- H. An interest rate of 2% per month is charged on all balances unpaid in excess of 30 days. Any questions or problems with billing must be reported to GBM within 14 days of receipt or any objections shall be waived.
- I. No advertising or soliciting will be permitted except by the consent of the marina.
- J. Living aboard boats is not permitted.
- K. Unused bait and fish remains must not be left in the garbage containers provided by GBM.

### GREAT BAY MARINE INC., DISCLAIMERS OF LIABILITY

1. The Owner agrees to indemnify and hold harmless GBM if Owner or any of his guests, family or business invitees are injured or suffer any damage to personal property on GBM premises.
2. It is agreed that in the event the boat is hauled, stored or launched in or out of water, GBM, its servants, employees, or agents shall move or otherwise haul, store or launch the boat AT THE OWNER'S RISK. GBM shall not be liable for any damage, loss or delay to Owner's boat, trailer and/or other personal property caused by acts of God or by the Public enemy, war, insurrection, strikes, labor troubles, riots, fire, earthquake, vandals, thieves, or the NATURE OF OR ANY DEFECT IN THE BOAT AND/OR TRAILER AS DELIVERED TO GBM or by deterioration by time, rot, termites, rodents, leakage or all weather elements including rain, frost, hail, wind or snow.
3. It is agreed by the parties that GBM shall not be chargeable with knowledge of the contents of said boats/trailers. NO WARRANTY OR REPRESENTATION is made that any of GBM's buildings or docks or storage grounds are fireproof. Boats and/or Trailers left for storage are kept on the premises at the OWNER'S RISK.
4. The herein mentioned boat and/or trailer is not insured by GBM and the ramp use and/or storage rates hereunder do not include any insurance by GBM and it is agreed between the parties that GBM is not an insurer nor does it assume any obligations of any insurer with respect to the loss or damage of the boat and/or trailer while on GBM's premises. GBM SHALL ONLY BE LIABLE, UNLESS OTHERWISE STATED HEREIN, FOR LOSS OR DAMAGE TO THE BOAT AND/OR TRAILER WHEN AND ONLY WHEN ITS ACTS OR OMISSIONS SHALL BE WILFULLY AND GROSSLY NEGLIGENT.
5. It is hereby agreed by the parties that GBM's liability for any parts, goods, or materials provided to the Owner and any liability for labor done by GBM's servants, employees or agents shall be limited to repair or replacement of defective material, parts, goods, or workmanship. GBM shall not be liable for loss of use of any boat. GBM hereby DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING ALL WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER WARRANTIES THAT MAY HAVE ARISEN FROM COURSE OF DEALING OR USAGE OF TRADE.
6. **It is further agreed that during the terms of this agreement, the Owner shall maintain Vessel Insurance. The Boat Insurance shall be from an insurance company licensed in New Hampshire satisfactory to GBM. The Vessel Insurance shall include (a) coverage for damage to the vessel and its contents under an "all risk" policy, including hull insurance, in an amount at least equal to the actual value of the vessel and its contents and (b) liability coverage not less than \$300,000.00. A certificate of insurance is to be provided to GBM on signing and GBM shall be provided 30 days advance written notice of cancellation.**
7. It is agreed and stipulated that the inside and outside land storage services included in this contract do not include any specific type of watchman, police guard or security guard services, other than the Town of Newington's usual police and fire department services supplied to the community at large. The Owner agrees that GBM shall not be liable to the Owner, the Boat or the Trailer, or to those in privity with either of them, by reason of any intrusion, theft, vandalism, arson or other criminal acts of any kind or degree on or about the Boat or Trailer by land or water.
8. GBM reserves the right to assess all liens and detain the boat and/or trailer in the yard until any charges are paid in full.
9. I accept the terms and conditions of the Great Bay Marine Inc. Use and/or Storage Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement on: \_\_\_\_\_  
Month Day Year

By: \_\_\_\_\_  
(Boat/Trailer Owner Signature)

By: \_\_\_\_\_  
Great Bay Marine, Inc.