

SMITH TRUST BOAT SLIP AGREEMENT

On this the _____ day of _____ 20__, this SMITH TRUST BOAT SLIP AGREEMENT (the “Agreement”) is entered into by and between the Smith Trust, through its Trustees, owner of the dock(s) located at South Shore Drive, Pelham, New Hampshire (the “Owner”) and _____ with an address of _____ (the “User”) seeking to enter an agreement for seasonal use of a boat slip on Owner’s docks for a : __1__ (year) _____ (ft) _____ (make vessel) with NH registration #_____. User warrants that he/she owns the above described vessel.

1. **Limit on Use.** This Agreement only applies to allow dockage of the described vessel for the Term specified herein. If User desires to dock a different vessel (under 24ft in length x 8ft in width) other than referenced above, User must complete a new agreement in a timely manner to all 3 trustees.
2. **Access.** User acknowledges that all home owners have access to the dock for non-boating purposes, allowing User to have access to the slip with the ability to dock his/her vessel.
3. **Term.** This Agreement is for the period beginning April 16, 20__ (or such other date coinciding with seasonal installation of docks), and ending on October 14, 20__ .
4. **Fees.** The fee for the dockage during the above term shall be \$ _____ for the season, to be paid in advance upon execution of the Agreement and before any vessel is placed in water. The fee shall not be prorated based upon User’s arrival or departure and execution of the Agreement shall constitute agreement to pay the entire seasonal fee. As stated in Trust Rules number ten (#10) (Related to beach & ROW areas).
5. **Termination/Renewal.**
 - a. **Termination by Owner.**
 - (i) *For cause.* Owner may terminate this Agreement for cause if User violates any terms or conditions of this Agreement, its incorporated obligations, or any of the Smith Trust Rules and Regulations. If User violates any of the terms and conditions in this Agreement or the Smith Trust Rules and Regulations, Owner shall have the option of terminating this Agreement upon the lesser of three (3) days actual notice, or ten (10) days written notice to User posted onboard the vessel, without waiving any other rights hereunder. User has three (3) days to correct violation. User must remove their vessel from the boat slip prior to the end of the notice period.
 - (ii) *Not for cause.* Owner retains the right to terminate this Agreement without cause, at any time, upon ten (10) days written notice to User. In such cases, any prepaid fees, charges, or expenses shall be

prorated and any surplus returned to User, and User shall remove their vessel by the termination date so noticed. Nothing in this Section 5 shall waive any other right of Owner under this agreement, at law, equity or admiralty.

- c. Removal.** If User fails to remove their vessel and equipment from the slip before the termination or expiration of this Agreement, Owner shall be entitled to:
- (i) Remove the vessel and store or re-dock the vessel at any location in any commercially reasonable manner, all at the expense and on the account of User, and until all User's fees and charges are brought current;
 - (ii) Locking the vessel in place until all User's fees and charges are brought current;
 - (iii) Charge the User the then current transient rate per day for so long as the vessel remains in the slip until all User's fees and charges are brought current;
 - (iv) Renew the term at the new seasonal rate for an additional season;
 - (v) Exercise any other right Owner shall have at law, admiralty or equity; or
 - (vi) Any combination of any or all remedies set forth in this Section 5.
6. **Default.** If User fails to timely pay all fees, or is in any other materials default of this Agreement, Owner shall have all remedies set forth in Section 5.
7. **Sublease.** User is not permitted to transfer, sublet, assign, or permit the use of their boat slip by any other person or vessel.
8. **Removal of Vessel.** User shall not have the right to remove his vessel from the slip or the location to which Owner has relocated the vessel hereunder, until all costs and fees described in this Agreement have been paid in full.
9. **Maintenance & Related Obligations.** User shall maintain User's vessel and the designated boat slip in a safe and clean condition, and shall keep the dock free and clear of obstructions that could pose any danger to others using such dock. User shall not discharge or otherwise dispose of any sewage, trash, fuel oil, or any other contaminant in or on the dock or property, or into the water surrounding the dock. In User's use of the designated boat slip and User's vessel, User shall comply with all applicable local, state, and federal environmental and other rules, regulations, and laws. User shall promptly, at its sole cost and expense, cause to be repaired in a good and workmanlike manner any damage caused by User or User's invitees to the designated boat slip, or the appurtenances thereto, or to the dock. User shall not modify or alter any portion of the boat slip or any part of the dock.
10. **Indemnity.** User shall fully and forever indemnify, hold harmless, and defend Owner from and against any and all claims, demands, causes of action, liabilities, damages, and costs (including costs of court and attorneys' fees) in connection with, related to, or arising out of any action or omission by User or by any of User's invitees, agents, contractors, or subcontractors in any way related to Owner's vessel or the boat slip. User shall have no obligation to indemnify, hold harmless, or defend Owner in instances in which Owner is solely negligent.

11. **Owner's Disclaimers and Owner's Waivers.** User acknowledges that:
 - a.** Owner shall have absolutely no obligation to provide any security to persons or property at the dock;
 - b.** Owner shall have absolutely no obligation to carry any insurance of any nature, for its own benefit or for the direct or indirect benefit of any other party, including User;
 - c.** User shall have absolutely no liability to User or to any of User's invitees, agents, contractors, or subcontractors for any claim, liability, or damage to person or property; and
 - d.** User accepts the boat slip, the appurtenances thereto, and any and all other portions of the dock "as is, where is," with all faults and defects, whether latent or patent. User waives any such claim it may have against Owner arising out of any of the foregoing.
12. **Rules and Regulations.** User agrees to be bound by the Smith Trust Rules and Regulations adopted by the Trustees, which are incorporated by reference herein. The Smith Trust Rules and Regulations may be lawfully changed from time to time by Owner. It shall be the responsibility of User to abide by the then-current Rules and Regulations, and to stay apprised of the most current permutation of such Rules and Regulations. In any explicit conflict between the Rules and Regulations and this Agreement, this Agreement shall govern.
13. **Foul Weather.** User agrees that it is not relying in any way upon the skill or intervention of Owner to protect the vessel should foul or dangerous weather threaten to damage, or damage the vessel. User agrees to hold Owner, its contractor and any agents, trustees or representatives of Owner harmless, indemnify and defend them from any claims of any other owners of property or vessels at the dock arising out of contact with User's vessel, and further agrees to be responsible to Owner for damage to Owner's dock or property arising out of contact with User's vessel or any fuel or appurtenance therefrom, including, without limitation, dock damage, environmental fines, and all other liabilities.
14. **Insurance Coverage.** User agrees to maintain insurance coverage in amount of no less than \$1M of coverage for the entire time the vessel is located at the dock.
15. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and it may not be amended except in writing signed by both parties hereto.
16. **Choice of Law and Forum.** Any dispute arising hereunder shall be governed by the laws of the State of New Hampshire, and any action to enforce this Agreement must be brought exclusively in the courts of New Hampshire.
17. **Severability.** In the event that any provision of this Agreement should be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect.
18. **Binding Nature.** This Agreement is binding upon and shall inure to the benefit of all parties hereto and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.\

USER:

USER'S SIGNATURE: _____ Date: _____

SMITH TRUST:

OWNER'S SIGNATURE: _____ Date: _____
John Picard, Trustee (Required)

OWNER'S SIGNATURE: _____ Date: _____
Leanne Withrow, Trustee (Required)

OWNER'S SIGNATURE: _____ Date: _____
Steve Morin, Trustee (Required)

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Slip # _____

**** Please keep a laminated copy in vessel ****