**Definitions**



1. In this agreement, “Marina” refers to both DiMillo’s Old Port Marina and to any person authorized to represent DiMillo's Old Port Marina in operating the Marina complex.
2. In this agreement, “Tenant” refers to the owner of any boat docked in the Marina; any authorized Representative of the boat owner and anyone invited by the boat owner to use or occupy his/her boat or the Marina Property.

**Tenant Responsibilities**

1. By signing this Agreement, **the Tenant, boat and guests** become subject to the posted rules and regulations of the Marina.
2. The Tenant acknowledges that the standard slip rate includes **one** parking space in the parking lot adjacent to the marina & restaurant. **Parking cards will only be issued for the duration of the dockage agreement. Additional parking cards may be purchased for $450 per season or $800 per year (May 1 – Apr 30) through Unified Parking at the gate house.** The Marina does not control the parking lot and all guest parking is subject to the posted rates.
3. At all times while on the property of the Marina or on any boat docked therein, **the Tenant and his guests** shall conduct themselves so as to create no annoyance, hazard or nuisance to the Marina, its neighbors or ecosystem. The Tenant and his guests are subject to the following specific rules:
4. As mandated by federal law, the Tenant shall not engage in overboard discharges of marine heads, septic, oily or contaminated bilge, or any contaminated substance. This is cause for automatic loss of slip without reimbursement. Any and all clean-up fees associated will be the responsibility of The Tenant.
5. It is the Tenant’s responsibility to ensure that proper fueling procedures are practiced. The Tenant is responsible for any spills that may occur. The Tenant shall follow all posted instructions on signs while refueling. Any and all clean-up fees associated will be the responsibility of The Tenant.
6. The Tenant shall abide by noise ordinances for non-licensed locations in conjunction with City of Portland Code for the Waterfront Central Zone. **All loud/disruptive sounds (including music) must be ceased between the hours of 10:00pm and 7:00am.** Violation of this policy may result in dismissal from the marina with no refund.
7. The Tenant is encouraged to use only cleaning products that will not degrade the environment. The Tenant shall use non- toxic detergents for cleaning boats and other equipment within the facility.
8. The Tenant shall place all garbage and other refuse in the dumpster. Trash shall not be left at the head of the ramp, in dock carts, finger piers, or in common areas.
9. The Tenant is encouraged to make use of our recycling facilities. Used oil disposal can be arranged through the service dept.
10. The Tenant shall notify the Marina before affixing anything to the docks. The Tenant shall place nothing besides approved dockboxes or steps on floats or walks. Excessive totes or boxes are not permitted. **Bicycles must be kept onboard or stored at the provided rack. Dock carts must be able to pass through main runs.**
11. The Tenant shall not hang laundry on boats, fences, or floats.
12. Neither the Tenant nor his guest shall engage in or allow any swimming diving and or fishing from the wharf or floats.
13. The Tenant shall neither engage in nor allow any charcoal fires or open fires in the Marina, except on their vessel. Grills are not permitted on the docks at any time. **Fireworks are illegal in Portland and strictly prohibited from the Marina.**
14. The Tenant shall neither place “for sale” signs on any boats nor engage in any advertising or soliciting in any part of the marina.
15. The Tenant shall not bring any pet to the marina unless it is at all times under leash and prevented from running loose on the grounds, floats or other boats in the Marina. The *Pooper Scooper* rule will be in effect on the entire Long Wharf Property. Non-compliance will result in a clean-up fee of $50 and may lead to termination of your contract.
16. The Tenant shall ensure that all children of the Tenant and or Tenants guests under the age of twelve years or younger shall when on the floats wear life preservers and be accompanied by a responsible person. The Tenant shall not allow children of the Tenant and or of the Tenants guests under the age of fifteen to operate small boats within the Marina confines.
17. **The Tenant shall have the yacht in a fully commissioned state no later than 5/1** and not winterized any earlier than 10/15. These same dates apply for the installation and removal of shrinkwrap. The Tenant shall not use tarps to cover their vessel; only canvas and white/clear shrinkwrap will be accepted. Shrinkwrap may not be disposed of in the marina facilities.
18. The Tenant shall not engage in charter/transport and/or passenger pick-up/drop-off at any time while on DiMillo’s property. This includes any rental of boats/rooms for overnight accommodations.
19. Tenant shall pay all slip fees in accordance with the attached published schedules; in advance, to cover entire period slip is rented. **Slips not paid in full by the Feb 15th deadline will not be guaranteed.** The Tenant agrees to pay a $100 late charge, for failure to pay in full prior to March 1st (depending upon availability).
20. The Tenant acknowledges that the year-round slip fee does not include the use of electricity from Nov - April. Electricity during those months will be billed based upon KWH used.
21. The Tenant is responsible for the timely payment for purchases, services, and fees invoiced to them. The Tenant agrees to pay each invoice on or before the last day of the calendar month in which the Marina renders the invoice or, if later, on or before the fifteenth day after the marina renders the invoice. The Tenant agrees to pay a late charge of $15 and a 1.5% finance charge on the delinquent amount if it fails to make a payment due to the Marina within 30 days after the payment is due.
22. The Tenant shall at all times ensure that his boat is registered, identified, marked, equipped and maintained as required by law and safe boating practices. The Tenant shall participate in the *Vessel Safety Check* program offered by the Coast Guard Auxiliary and required by the marina. The Tenant shall at all times ensure that his boat is fully operational and able to move under its own power. The Marina reserves the right to inspect any vessel with reasonable notice and terminate the lease agreement for failure to meet these requirements.
23. The Tenant shall, at all times, keep his boat insured for complete marina coverage, including liability, at such terms and in such amounts acceptable to the Marina. **The Tenant shall provide proof of their insurance policy each year prior to arrival.**
24. The Tenant shall be responsible for any and all damage, which he or his boat may cause to other boats, persons, structures and or facilities in the Marina and shall indemnify and hold the Marina harmless from all such damage.
25. The Tenant’s boat shall be berthed only in its slip, in a secure manner that is acceptable to the Marina. If the boat is berthed insecurely, the Marina reserves the right to secure the boat and assess against the Tenant a service fee therefore.
26. The Tenant shall not allow any outside contractors, service organizations or individuals to undertake any work on boats in the Marina without the Marina’s prior approval. The Marina reserves the right in its exclusive discretion, to prohibit any and all contractors, service organizations and /or individuals from performing any work within the confines of the Marina for the good of the Marina. Contractors must sign in at the Marina Office, provide proof of workers’ compensation and liability insurance to the marina office, and comply with the Marina’s environmental policies.
27. **The Tenant is responsible for notifying the Marina of any overnight departures**. In order to ensure that the Marina is not using the slip when the Tenant returns, it shall be the Tenants responsibility to notify the Marina of the date and time of their intended return to the slip.

**Rights of the Marina**

1. The Marina reserves the right in its sole discretion and for any reason whatsoever, to cancel this Agreement upon ten days’ notice to the Tenant. Within 10 days after receiving notice that the Marina has cancelled this Agreement, the Tenant shall remove his boat from the Marina. If the Marina cancels this Agreement for any reason other than a breach of the Agreement by the Tenant, the Marina shall reimburse the Tenant for a fraction of the slip rental proportional to the remaining term of the Agreement at the time of cancellation.
2. The Tenant’s rights under this Slip Rental Agreement are non-transferable except by prior approval of the Marina. An approved Transfer Agreement must be signed and on-file with the Marina.
3. The Marina reserves the right to reassign slip locations based on need and availability. **July 13th -15th we will be relocating some tenants to other facilities for the weekend. Any slip holder asked to relocate for this event will be provided with temporary dockage and will be given plenty of notice and assistance. Any and all tenants will be subject to the relocation that weekend.**
4. The Marina shall in no event be responsible for the safety of any vessel docked in the Marina, nor shall it be liable for the safety of any vessel docked in the Marina, nor shall it be liable for any fire, theft, vandalism or damage to said vessel, its equipment, or any property in or on said vessels or injury or death to persons however caused. Notwithstanding the foregoing, the marina reserves the right, in the event of a severe storm or hurricane to provide preparation and damage control service, the cost of which shall be prorated over all the vessels docked in the Marina.
5. The Marina reserves the right to use the Tenant’s slip for its own convenience when that slip is unoccupied by the Tenant. If the slip is vacant for more than one night without notification the marina will use the slip.
6. **The Marina reserves the right to not renew any contracts for accounts of any type past due**. The Marina reserves the right to cancel this agreement for account past due.
7. The Tenants unexcused failure to satisfy any or all of his responsibilities under this Agreement shall constitute a breach of contract; in which case the Marina may cancel this Agreement immediately, retain all slip rentals paid to date and take appropriate legal action.
8. Pursuant to the Maine Marina and Boatyard Storage Act (the "Act"), contained in chapter 212-A of title 10 of the Maine Revised Statutes, the Marina has a lien against any property stored at the Marina for rent and other charges and expenses described in the Act. The Marina claims this lien to the fullest extent of the Act and other applicable law.

Tenant Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_

Printed Tenant Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_ Billing E-mail: \_\_\_ \_\_\_\_\_\_\_\_\_\_\_

Additional E-mail for updates only: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_ \_\_

Credit Card: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_ Expiration: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sec: \_\_\_\_\_\_\_\_\_\_\_\_ Zip Code: \_\_\_\_\_\_\_\_\_\_\_