F. L. TRIPP & SONS, INC.

2027 Dockage & Mooring License Agreement

P.O. Box 23 Westport Point, MA 02791-0023
Phone: 508-636-4058 Fax: 508-636-4178 email: Mariana@fltripp.com

Owner: _____ Boat Name: _____

Street: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____ Email: _____

Summer Season April 1st 2027 – November 1st 2027

DOCKAGE: _____ MOORING: _____ WAIT LIST: _____

Dockage: Bow pulpit and swim platform to be included.
Slip Fee: $150.00 per foot (not taxed)
Utility Charge: $350 per 30 amp cord
$600 per 50 amp cord (or two 30's)

Moorings:

20' and under	$ 1,381.25 w/tax
21' – 29'	$ 1912.50 w/tax
30' – 35'	$ 2,231.25 w/tax
36' – 41'	$ 2,550.00 w/tax
42' – up	$ 2,868.75 w/tax

Make/Model: _____ Year: _____

Length OA (incl. bow & stern platforms): _____ Power /Sail _____

Draft: _____ Beam: _____ Reg#: _____ Key/Combo: _____

Boat Insurance Co: _____

Policy# _____ **Please provide copy of insurance binder*

Please schedule a launch date with Josh@fltripp.com in the spring.

Maximum 8ft. Dinghy on Float. Available to Mooring customers only! All dinghies must have a drain plug or be stored upside down.

Date: _____ Owner's Signature: _____ Deposit: $_____

DEPOSIT: 25% due at signing. Please sign and return this contract with 25% deposit no later than December 15, 2026.
A second payment of 25% is due by January 15th. Dockage and Mooring fees shall be paid in full by March 15th 2027.
No boat will be launched or allowed to moor at F.L. Tripp & Sons without full payment.
Anyone not responding by January 15th 2027 will be placed on a waiting list
Please make sure you have a current waterways usage sticker with the Westport Harbor Master

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MARINA REGULATIONS

It is our intention to provide an enjoyable place to keep your boat. Please abide by Marina regulations.

1 Launch service is available. Memorial Day to Labor Day: Sun-Thurs 8am- 8pm / Fri, Sat 8am-10pm
Labor Day to Columbus Day: Mon–Thurs 7am – 3:30pm / Fri, Sat, Sun 8am- 6pm

2 **All dinghies must show name and float permit number for identification purposes and either have a drain plug or be stored upside down on the dinghy dock floats.**

3 When a boat enters the marina, it shall be berthed or moored only as directed. Boats shall be in a seaworthy condition and shall not constitute a fire hazard or they will be removed from the marina at owner's expense.

4 **No outside labor will be permitted without the consent of the Marina. Subcontractors must provide proof of insurance upon arrival at F.L. Tripp & Sons marina.**

5 Noise shall be held to a minimum at all times. Boat owners shall use discretion in operating motors, generators, radios, televisions, stereos, etc. so as to not create a nuisance. Sailboat halyards must be tied off to prevent clanging on mast.

6 Disorder, depredations or indecorous conduct by a boat owner or his visitors that might injure a person, cause damage to property or harm the reputation of the marina shall cause for immediate removal from the Marina of the boat in question.

7 Refuse and garbage shall be deposited only in marked recycling receptacles provided by the Marina operator and not thrown Overboard or left on the docks. **Please do not deposit household refuse in the Marina dumpster!**

8 IMPORTANT!! Waste oil and any other hazardous waste must be placed in the properly marked receptacles provided for that purpose. Do not dump it on the ground or in trash containers. The waste containers are locked. See the mechanics for assistance. **Dispensing gas from personal containers is unlawful.** No pumping or dumping of oil or gas overboard.

9 **Pets MUST be leashed** within the confines of the marina area, floats, piers and parking lot. **Pet owners are responsible for cleaning up after pets. "Doggy Gloves" are available near the rest rooms on the west side of the office building.**

10 Each owner will be held responsible for damage that he may cause to other boats in the Marina or for damage to any structure. The Marina operator at the expense of the boat owner may remove any boat that may sink in the Marina.

11 Lines for securing vessels shall be provided by the owner and shall be of such size and quality as to secure the boat safely for the protection of others. The Marina may secure boats left insecurely tied, in the opinion of the Marina, and the owner shall pay for the services of the Marina accordingly. This provision does not impose any duty or obligation on the Marina.

12 Boat owners shall not store supplies, materials accessories or debris upon floats or fingers and shall not construct hereon any lockers, chest cabinets, steps, ramps or similar structures except with permission of the Marina operator.

13 When leaving on a trip in excess of 2 days, owner shall notify the Marina manager. Marina shall have the right to use or rent the slip or mooring, for the account of the Marina, during the absence of the boat. Owner shall not sublet, transfer or assign this contract: or permit other vessels the use of the slip or mooring at any time.

14 The Marina may pump boats in sinking or swamping condition and owners agrees to pay the same. This provision does not impose responsibility for sinking or damaged boats.

15 No open flames, flammable remover or paint burners will be used at any time for any purpose in and around the Marina facilities.

16 According to town regulations, we cannot permit any kind of trailer or camper to be parked on our property overnight.

17 Houseboats are required to have a proper holding tank with no overboard discharge. Houseboats may not be leased and are automatically on the hurricane haul list unless approved written notice is given by the Harbormaster for an alternative emergency plan.

18 Boats not launched or removed from storage for the current boating season will be subject to the summer storage charge.

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*If any provision of this Agreement or its application to any circumstance, shall be found to be invalid or unenforceable, the remaining provision hereof, or the application of such provision to all other circumstances, shall not be affected thereby, and shall be full valid and enforceable according to the term thereof. *Notice shall be deemed duly given to the parties at the respective addresses set forth above by writing by certified or registered mail, postage prepaid, provided that the foregoing shall not preclude the giving of notice in any other lawful matter.

1. The Yacht Owner hereinafter referred to as the "Owners" agrees as a condition of the license, to abide by the Marina's rules and regulations presently in effect and any amendments hereafter constituted, and by the terms and conditions of this Agreement. A copy of the Marina's rules and regulations currently in effect are set forth on the reverse side hereof.

2. The term of the license shall be the period described above, provided that the term shall be automatically extended for further periods ending on the following November 15 or April 15, whichever first occurs. The fees for each such extended period shall be at F.L. Tripp's standard rate as then in effect, and shall become payable in full as of the first day of the term as so extended.

3. The Owner has inspected the Marina, the slips and their environs, and is well aware of the various types of risks (including, but not limited to fire, theft, vandalism and water and ice damages) that are involved and associated with the dockage and mooring of his boat. Thereafter, it is understood and agreed that the boat and the Owner's other property therein is kept at the Marina at the sole risk of the Owner, and that neither F.L. Tripp nor its agents or employees will be liable for any loss or damage to the boat or other property of the Owner, his employees or guests or injury to them or any of them. The Owner further agrees to save harmless, protect and indemnify F.L. Tripp, its officers, agents and employees from and against any and all loss, cost, damage, claims, liabilities, suits, actions at law and judgements, including attorney's fees, arising out of or connected with the use of the Marina by the Owner of the dockage of the boat thereat.

4. The Owner agrees that F.L. Tripp shall have the right to relocate the boat for such reasons as F.L. Tripp shall deem appropriate. Not withstanding the foregoing, the owner will maintain full control of boat.

5. The Owner agrees that so long as the boat is located at the marina, he/she will insure the boat and other property with a reputable insurance company under and "all-risk" insurance policy, for both hull insurance and protection and indemnity coverage, in an amount at least as great as the declared value of the boat and contents. Any damage to or loss of the boat and other property shall be presumed to have resulted from causes other than any act of failure to act of F.L. Tripp shall not be required to maintain a watchman or any mechanical security or fire alarm system.

6. The Owner hereby grants to F.L. Tripp a security interest in the boat as collateral security for the payment for dockage and mooring charges and any and all other obligations of the Owner to F.L. Tripp whether new existing or hereafter arising, including, (without limitations) cost of collection and reasonable attorney's fees. If the Owner fails to pay any amount owed to F.L. Tripp when due, F.L. Tripp shall have the right to resort to all rights and remedies granted to a secured party under the Mass. Uniform Commercial Code including, without limitation, the right to take possession of the boat and, after not less than seven days notice to the Owner at the above address, the right to dispose of the same at public or private sale. The aforesaid remedies shall not include the creation or exercise of any common law, statuary or admiralty liens, and it is expressly hereby agreed that a maritime lien for the above shall be created on the boat and other property, which maritime lien for the above shall be created on the boat and other property, which maritime lien for the above shall be created on the boat and other property, which maritime lien shall be enforced as a cumulative remedy by F.L. Tripp, its successors and assigns. The Owner represents that his is the owner of the boat. The Owner may assign no rights under this agreement. Furthermore, with respect to attorney fees, in the event of default of any terms of this Agreement, Owner shall pay, in addition to any defaulted amount, attorney's fees, as liquidated damages, in the sum equal to 33.3% of the principal balance owed (inclusive of finance charges) at the time Owner's account is forwarded by F.L. Tripp & Sons, Inc. to its counsel for collection, whether or not litigation has been commenced. Owner agrees that the aforementioned liquidated damages calculation is fair and reasonable and does not constitute a so-called penalty, but rather reflects the actual measure of damages for submitting the matter to collection

7. If the Owner shall fail to fully perform any of his obligations hereunder, F.L. Tripp shall have the right then, and at any time thereafter, to revoke the license issued to the Owner by not less than fifteen days prior written notice, in which event the Owner will remove the boat from the Marina.

A copy of this agreement may be obtained at the Owner's request.
Waiver of any conditions by the Marina shall not be construed to be a continuing waiver.