

TOWN MOORING LEASE AGREEMENT

LESSEE

NAME: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

1. The Town of Tisbury agrees to lease to Lessee Town Mooring # _____ in the Vineyard Haven Harbor, for the period _____. This lease is non-transferable.
2. In consideration for the mooring, Lessee agrees to pay the total of \$_____ which includes 5% sales tax, payable upon acceptance of this document by the Selectmen for the lease period specified in Article #1 above and further agrees that he shall be solely responsible for the cost of any and all necessary repairs and improvements to said mooring.
3. In furtherance of this agreement, Lessee agrees to maintain and to provide to the Town of Tisbury, proof of Comprehensive Public Liability Insurance acceptable to the Selectmen insuring the Town of Tisbury and the Lessee against injury to persons in the amount to \$300,000.00, with Property Damage Insurance in limits of \$100,000.00.
4. Lessee agrees that the leased mooring is available for use by the Harbormaster for whatever purpose he may deem 5. This agreement shall automatically terminate on substantial damage to or destruction of moorage space.
6. Discharge of pollutants. This agreement shall automatically terminate in the event the owner discharges, or causes or suffers to be discharged, any trash, litter, sewage, or other form of pollutant from owner's vessel into the waters of Vineyard Haven Harbor.
7. Boat owner covenants to exercise due care in occupation of the mooring. Boat owner shall indemnify and hold harmless the Town from and against all claims, actions, proceedings, damages, and liabilities, including attorney fees, arising from or connected with boat owner's possession and use of the mooring. Boat owner acknowledges that he or she has inspected the mooring and is satisfied that it is adequate for safe mooring of the vessel. This contract is not a bailment of the boat owner's boat but a lease of a mooring. Owner (Lessee) agrees that the town has made no warranties or representations either expressed or implied, regarding the present or future condition, nature, suitability, or fitness of the mooring. Owner (Lessee) assumes all risk of

injury, death, damage, or injury to property, however caused, and whether occurring on the boat or by or on property belonging to the Town or under control of the Town.

8. Lessee agrees that at the end of said lease term he will peaceably deliver up to the Town of Tisbury the leased mooring(s), and improvement made to or upon same, in as good order and condition as the same now are or may be put in, ordinary wear and tear expected.
9. Lessee acknowledges and understands that the above terms are the total terms of this agreement and that there are no other terms expressed or implied

LESSEE SIGNATURE

DATE

BY/FOR TOWN OF TISBURY

BOAT NAME_____ **SIZE**_____

DRAFT_____

MAKE and YEAR_____

REG or US DOC#_____

ISLAND ADDRESS_____

ISLAND PHONE _____