



QUINCY'S TOWN RIVER MARINA 2024 SUMMER DOCKAGE LICENSE

SECTION I:

This license agreement for Summer Dockage, is made this _____ day of _____, 2024 by and between The City of Quincy, through its Natural Resources Department at 1 Merrymount Parkway, Quincy, MA 02170, for Quincy's Town River Marina (**The City** or **Quincy TRM**) and _____, an individual having an address at _____, (**OWNER**). The City and Owner are sometimes collectively referred to as the "Parties" or individually as a "Party".

PRELIMINARY STATEMENTS

- A. The City is the owner of a boat yard and facilities located at 674 Southern Artery Quincy, MA 02169 (the "**Dockage Facility**") adjacent to which is a marine dock facility, including slips and gangways leading from the land and floating docks moored in the Town River (collectively, the "Dock Facility").
- B. Owner is the sole owner of the vessel described on Exhibit A (the "**Vessel**") and desires to use certain portions of the Dock Facility during the time and upon the terms and conditions set forth in this License.
- C. Execution of the Dockage License and Fee payment will allow **OWNER** to deliver the vessel to the Quincy TRM fairway during the proper tide cycle for loading, perform any routine preparation activities, and dock the vessel at the assigned location anytime after May 15, 2024. The 2024 Summer Dockage season ends on October 15, 2024.

NOW, THEREFORE, the Parties agree as follows:

Owner agrees to pay to The City of Quincy a License Fee of \$_____, as calculated herein, for the summer boating period of May 15, 2024 to October 15, 2024 for the non-exclusive use of a portion of the Dock Facility. Payments under this License are due in full by the date stipulated in the Application (in Exhibit A). By signing this License the Parties agree to the terms and conditions set forth in Section II below and the Exhibits.

For the purpose of this License, length shall include all overhanging parts of the vessel, for example, bowsprits, bow pulpits, booms, swim platforms, davits and outboards. The City of Quincy reserves the right to verify all measurements and limit boat size.

VESSEL OWNER: _____

CITY OF QUINCY: _____

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SECTION II: Terms & Conditions

1. **Use of Slip/Mooring.** Owner shall use the Dock Facility, at Owner's own risk, solely for the purpose of loading/unloading and docking the Vessel. Owner agrees and acknowledges that, (i) no fueling, oiling or engine repairs and no washing or cleaning of the Vessel shall be undertaken in a manner which pollutes the Town River or violates any Rules and Regulations, (ii) no refuse, garbage (including fish renderings), domestic waste, sewerage or hazardous substance shall be disposed of at the Slip/Mooring other than in designated areas within the Dock Facility.
2. **Payments.** Payments under the terms of this License are due in accordance with the terms herein. Any balance not paid within the terms shall be assessed late fees in accordance with municipal ordinance(s). Quincy TRM reserves the right not to launch any vessel with an outstanding balance. Owner acknowledges that pursuant to M.G.L. c 106, M.G.L. c 255 and Federal Maritime Law the vessel, motor and accessories thereof are subject to a lien to secure payment for any and all amounts due to the City under this License. If Owner fails to pay the full amount due in 30 days from the due date, The City shall have the right to resort to any and all remedies granted under any applicable law(s) or declare the vessel abandoned.
3. **Owner's Assumption – Indemnification of City of Quincy.** Owner agrees and acknowledges that: (i) City of Quincy has made and makes no representation or warranty, oral or written, express or implied in connection with the existence, use, design, operation, security, condition or maintenance of the Dock Facility or its use for any particular purpose whatsoever; (ii) Owner has examined the Dock Facility and is familiar and satisfied with the age, physical condition and operation of the Dock Facility; (iii) the Dock Facility is licensed hereunder to Owner strictly "AS IS", without representation or warranty by the City of Quincy; and (iv) Owner assumes all risks associated with its use of the Dock Facility. Owner further agrees and acknowledges that in all events, Owner, and not the City of Quincy, is responsible for providing security at the Dock Facility for Owner, Owner's family, invitees, guests, employees, business associates, agents, contractors, or anyone claiming by or through Owner (collectively, the "**Owner Parties**") and Owner's Vessel and on-site private property, equipment, and vehicle(s). Owner agrees to defend, indemnify and save harmless the City of Quincy its elected and appointed officials and staff, employees and agents, from any claim for personal injury, loss of life, property damage, or casualty to any person or damage or theft to property, including the Vessel and its contents, whether or not arising out of this License or any use of the Dock Facility, asserted by any person, including any Owner Parties, which is suffered or occurs in or about the Dock Facility. Owner's indemnification of the City of Quincy shall include, without limitation, all costs, expenses, and attorney's fees incurred by City of Quincy in any action based on the foregoing and such indemnification shall survive expiration or earlier termination of this License for any reason whatsoever.
4. **Insurance.** Owner shall secure and maintain in full force and effect during the License Period or for such time as the Vessel remains at the Dock Facility, whichever is greater, a policy or policies of comprehensive general liability insurance (including maritime liability coverage) in an amount of not less than \$300,000.00 and environmental coverage that will provide for clean-up and soil remediation should any release of hazardous materials occur, to afford protection with respect to personal injury, death or property damage such policy or policies to be satisfactory to the City of Quincy and naming The City of Quincy and when required its Marina

operator/manager, as parties insured, as its interest may appear, with insurance companies licensed in The Commonwealth of Massachusetts, and Owner shall furnish the City of Quincy with a certificate of such insurance, or equivalent documentation prior to the License Period.

Owner shall provide The City with a Certificate of Insurance naming the following as additional insured:

City of Quincy
c/o Dept of Natural Resources
One Merrymount Parkway
Quincy, MA 02170

Granite City Partners, LLC
1354 Hancock Street, Suite 200
Quincy, MA 02169

5. **Vessel.** Owner shall notify Quincy TRM within ten (10) days of any change in the information contained in Exhibit A with respect to the Vessel. In the event that Owner no longer has ownership of the Vessel, and Owner acquires a new vessel in replacement, this License may be amended subject to prior written approval of Quincy TRM, to substitute such new vessel, provided that such new vessel is of the same length and draft.

6. **Notice.** All notices required or permitted under this License shall be in writing and shall be delivered in hand or sent via certified or registered mail to Quincy TRM or Owner at the address or addresses listed above. Owner shall immediately notify Quincy TRM of any change in Owner's address for the receipt of notices.

7. **Safety.** Owner agrees to maintain and/or dock the Vessel in a safe manner consistent with good marine practice, such that the Vessel will not become a hazard to the Dock Facility, the Buildings and/or other vessels, property or persons at or near the Dock Facility or the Buildings.

8. **Rules & Regulations.** Owner agrees to comply at all times with all federal, state or municipal ordinance(s), rules and regulations (including any rules, regulations and bylaws established by the United States Coast Guard, any port authority or harbor master) and any and all rules and regulations of Quincy TRM, promulgated from time to time pertaining to or having jurisdiction over the Dock Facility, the Vessel, the Town River and/or Owner (collectively, the applicable "**Rules and Regulations**"). Owner has received and reviewed the Best Management Practices (BMP) for Quincy TRM and the premises. Failure to properly follow these BMP's may result in termination of this License, suspension of facility privileges or assessment of clean-up costs.

9. **Termination of The License.** Upon failure of Owner to comply with this License, any Rules and Regulations, or to cause any damage to the Dock Facility as of the result of the presence of the Vessel, this License may be terminated by Quincy TRM in its sole discretion. Upon such termination, Quincy TRM may remove the Vessel from its assigned Slip/Mooring at Owner's sole risk and expense and Quincy TRM may take possession of the Slip/Mooring, relet the same, and may retain any balance or prepaid License Fee as liquidated damages and not as a penalty.

10. **Assignment.** It is understood and agreed that this License is personal and not assignable. The Slip/Mooring shall not be sublet or assigned by Owner. Owner agrees during the License Period to advise Quincy TRM within twenty-four (24) hours of any legal change of ownership of the Vessel. Owner agrees that he will not permit another vessel to occupy the Slip/Mooring and understands that any such vessel may be removed by Quincy TRM, at the sole cost of Owner.

11. **Sale of Vessel.** Owner agrees and acknowledges that should Owner sell or transfer all or any part of ownership of the Vessel, Quincy TRM may terminate this License and that the new

owner or possessor of the Vessel will have no right whatsoever under this License and no rights to the Dockage Facilities. Owner agrees for himself, and all successors, that upon such termination Owner will immediately remove or cause the Vessel to be removed from the Slip/Mooring. Owner further agrees and acknowledges that, in such event, the Vessel may be removed as a trespassing vessel. The transfer of any interest of the Vessel and subsequent termination of this License shall not entitle Owner or any subsequent owner to the return of portions of the License Fee.

12. **Owner's Warranties.** The person signing this License does hereby certify that the description of the Vessel attached at Exhibit A is correct and that he is the lawful Owner of the Vessel or is authorized to subject such Vessel to the provisions of this License.

13. **Entire Understanding.** This License represents the entire agreement of the Parties hereto with respect to the matters addressed herein. The terms of this License cannot be amended unless there is a written addendum attached to this License signed by Quincy TRM and Owner.

14. **Attorney's Fees/Collection Costs.** In the event it becomes necessary for Quincy TRM to commence legal action and/or retain a collection agency to collect any unpaid License Fees or other sums due, Owner agrees to pay Quincy TRM the costs of collection, including attorney's fees and/or the fees of any collection agencies.

15. **Hurricane, Storms & Emergencies.** Owner shall be liable for all damages to the Dock Facility, other vessels or any property damaged by the Vessel or as a result of its presence at Dock Facility. Quincy TRM will not be responsible for any damage done to the Vessel as a result of Owner not removing or not properly securing the Vessel in the event of a storm. In case of emergency, as determined by Quincy TRM, it shall be authorized to move the subject vessel, if possible and practical, to a safer area to protect the vessel. However, under no circumstances is Quincy TRM under any obligation to provide this service.

16. **Damage to the Dockage Facilities.** If the Dock Facility is rendered unusable due to fire, storm, casualty or any Act of God, Quincy TRM will make every effort to restore the Dock Facility as soon as possible following receipt of insurance proceeds or funding appropriation. All License Fees paid for the use of the Slip/Mooring will be considered earned and there will be no pro rata adjustment for unavailability of the Slip/Mooring due to the above reasons.

17. **Sublicense.** Notwithstanding other provisions of this License, Quincy TRM reserves the right to sublicense the Slip/Mooring if vacant for an overnight period or longer provided that Owner has notified Quincy TRM that the Slip/Mooring will not be in use for an applicable time period of one week or more. Owner agrees to notify Quincy TRM of his pending departure and return within seven (7) days of departure and of return.

18. **Lien/Remedies.** Quincy TRM shall have the right, and is hereby authorized by Owner, to establish and enforce a personal property and/or maritime lien against the Vessel, her appurtenances and contents for License Fees, repairs, towage or other necessities or costs incurred by Quincy TRM, which lien shall be established pursuant to applicable law.

19. **Governing Law – Venue - Jury Trial.** This License and the rights and obligations of the Parties shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts and federal maritime law without application of conflict of law principles. Except to the extent prohibited by law which cannot be waived, each Party hereto waives trial by jury in connection with any action or proceeding of any nature whatsoever arising under, out of, or in connection with this License.

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2024 SUMMER DOCKAGE LICENSE**

EXHIBIT A – ATTACHMENTS IN FOLLOWING PAGES

- OWNERS COMPLETED APPLICATION FOR 2024 SUMMER DOCKAGE
- OWNERS SIGNED LICENSE
- VESSEL REGISTRATION OR DOCUMENTATION
- ACTIVE INSURANCE BINDER
Owner shall provide The City with a Certificate of Insurance naming the following as additional insured:

City of Quincy	Granite City Partners, LLC
c/o Dept of Natural Resources	1354 Hancock Street, Suite 200
One Merrymount Parkway	Quincy, MA 02169
Quincy, MA 02170	
- PAYMENT RECEIVED IN FULL

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EXHIBIT B

RULES & REGULATIONS / BEST MANAGEMENT PRACTICES

Clean water is an essential attribute that makes the boating experience more enjoyable and safer for fishing, swimming and shell fishing. Activities that take place on land in marinas and boat yards can have an impact. When contaminants run off the land into the water this is called nonpoint source pollution. Through the use of Best Management Practices in our activities when maintaining our boats this pollution can be reduced or even eliminated. Federal and Commonwealth of Massachusetts regulations have required Quincy's Town River Marina and Boat Owners to comply with stricter environmental standards. Quincy's Town River Marina supports these standards and encourages Boat Owners to do so as well.

1. The dumpster and trash receptacles are available for use by Storage Facility customers for household type trash generated on board the vessel or in the yard. All trash generated through Owner's maintenance activity should be properly disposed of using these containers. No trash or debris should be left under or around vessels which may be affected or altered by the weather.
2. Since the Storage Facility does not have pump out equipment, it is recommended that Owners refer to CZM's web site for the most convenient location and have their vessels serviced prior to being hauled for the season. The use of the Facilities port-a-potties for this task is not encouraged. CZM's web address is as follows:
http://www.mass.gov/czm/nda/pumpouts/boston__harbor.
3. Pressure washing of vessels by anyone other than the Facility staff is prohibited.
4. Oil absorbent pads and bilge socks should be used where there is evidence of oil, anti-freeze, or gasoline in the bilge of any vessel. No bilges should be pumped onto the ground if there is evidence that any of these materials is present. Bilges may be pumped only after the materials have been removed and the pads and socks have been properly disposed of.
5. If the hull of a vessel is being worked on, the area underneath must be covered by a tarp or cloth to prevent contamination of the ground. Dustless sanders are the only method of paint removal that will be allowed. They will be available for rent at the marina office. Wet sanding, chemical stripping or chipping are prohibited. At the end of each day paint contained in tarps and any waste materials must be picked up and properly placed in the dumpster. Any vessels found with discoloration on the ground around the vessel will not be released until the source of the discoloration has been determined and the appropriate action taken which may be at the Owner's expense.
6. Outside contractors that have received permission to work at the Storage Facility must check in with the marina office or Quincy Natural Resources Department either in person or by e-mail before work on any vessel is to begin. At that time, they are to agree to comply with these BMPs. Owners will be responsible for the cost of their contractor's noncompliance.

7. Since the Storage Facility does not sell gasoline, oil, antifreeze or batteries, it is up to the individual owner to return those items to vendor from whom they were purchased. If any of these items are left in the Storage Facility, the cost of disposal will be born by the vessel from which they were removed.
8. Since liquid paints are classified as hazardous material, they should not be stored on the ground underneath vessels. Paint cans should be disposed of only when they are completely empty. Brushes and rollers should not be left under vessels and should only be disposed of when dry. Owners will be responsible for the cost of disposal of partially filled paint cans left behind.
9. Owners are encouraged to use cleaning materials that are phosphate free and are non-toxic and biodegradable. A Fact Sheet listing alternative cleaners is available at the marina office.
10. Pet waste can be a source of non-point pollution if allowed to accumulate. Always pick up after your pet and dispose of the waste in the Facility's trash receptacles.
11. Hazardous waste of any nature must be brought to the attention of the Facility staff who will arrange for its disposal in accordance with applicable regulations.
12. Vessels stored at the Facility should have their fuel tanks no more than approximately 80-90% full. When the weather warms in the spring, fuel expands and could leak onto the ground if the tank is too full. The clean-up cost of any fuel spills will be borne by the vessel's owner. Local fire regulations prohibit the storage of vessels with empty fuel tanks.