



**TOWN OF NAHANT, MASSACHUSETTS 01908**

**Office of the Wharfinger**

**(781) 581-0626**

**DROP OFF OR MAIL TO: 334 NAHANT ROAD, NAHANT, MA 01908**

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THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, between the TOWN OF NAHANT, hereinafter referred to as the "Town" and \_\_\_\_\_, hereinafter referred to as the "Owner", relating to \_\_\_\_\_, hereinafter referred to as the "Boat".

In consideration of the mutual covenants herein contained, the Town and Owner hereby agree as follows:

1. Owner represents and warrants that he/she is a resident of the Town of Nahant and has filed a State Excise Form covering his/her Boat with the Town of Nahant Assessors Office for the current year.
2. The Town agrees that the Owner may store the Boat on property owned by the Town on blocks and jack stands, the specific site to be designated by the Wharfinger, for the sum of **\$15 per foot**. No storage of boats on trailers is permitted.
3. Owner agrees that the Boat may be stored any time after September 25th of the current year and shall be removed from the Town property on or before May 15th in the next succeeding year; and further agrees that if he/she shall not so remove the Boat and store it at any place that the Town shall deem desirable, the cost of said removal together with the cost of storage to be paid by the Owner, said costs to be a lien upon the Boat until paid.
4. Owner agrees to release, and to indemnify and hold harmless, the Town, its agents and employees, from and against any liability, damages, losses, claims, demands and expenses whatsoever, including attorney's fees, which may arise directly or indirectly from the storage of the Boat on property of the Town and the removal of the Boat as hereinabove provided in paragraph 3.
5. Owner hereby warrants to the Town that he/she has good and exclusive title to the Boat. In the event that the Owner shall sell or otherwise transfer or encumber the Boat while stored as herein provided, he shall immediately notify the Town, of such sale, transfer or encumbrance.
6. Owner agrees to maintain public liability insurance on the Boat during the period of storage in minimum amount of \$300,000, and upon the execution of this Agreement shall furnish a certificate of such insurance to the Town together with an agreement by his/her insurance company to give the Town 48 hours notice of the cancellation of such policy.
7. This Agreement shall be binding upon and ensure to the benefit of the Town of Nahant and the heirs, executors, administrators, successors and assigns of the owner.
8. Owner agrees that all fees and fines due the Town are current prior to the storage of the boat.
9. The Town represents that the wharf and parking lot storage area is in the flood plain as shown on the latest proposed FEMA Flood Insurance Rate Map (25009C0541G). The Owner represents that they have been so forewarned, will assume all risks of storm related loss, and will agree not to store any flammable liquids or loose objects (prams, mooring gear, lines, ladders, etc.) other than the boat on jack stands in the storage area between September 25<sup>th</sup> and following year's May 15<sup>th</sup> latest launch date.
- 10. No pressure washing of bottom paint may be performed on any boat stored on Tudor Wharf without the express written permission of the Harbormaster. Said permission will not be issued unless Owner produces a plan to collect and dispose of the wastewater. Scraping marine growth is allowed, but Owner is responsible for disposing of removed growth at an offsite location.**
- 11. Sanding is permitted only with the use of a vacuum-type dust collection system.**
- 12. Painting of bottoms will be allowed only with a tarp placed under the boat.**
- 13. Owner's violation of any of the foregoing provisions will result in a) the Town not executing a storage Agreement with Owner for the following storage season; and b) the Town pursuing owner for reimbursement from any resultant fine issued by State or Federal environmental agencies.**

Owner \_\_\_\_\_  
Address \_\_\_\_\_  
Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_  
Email Address \_\_\_\_\_

TOWN OF NAHANT  
By \_\_\_\_\_  
*Wharfinger, authorized agent*

**WHERE WAS YOUR BOAT MOORED THIS PAST SUMMER ? : \_\_\_\_\_**

In case of multiple owners, this agreement shall be signed by all of the owners of the Boat, and the word "Owner" shall be binding on the owners jointly and severally. **PLEASE MAKE CHECK PAYABLE TO THE TOWN OF NAHANT and enclose a copy of your INSURANCE LIABILITY POLICY and STATE EXCISE FORM**

Revised 9/88, 9/93, 8/07, 8/09, 9/13, 9/14, 10/23      Approved as to form: Daniel G. Skrip. Town Counsel