



HYANNIS MARINA INC

1 WILLOW STREET HYANNIS, MA 02601
TEL: (508) 790 – 4000 FAX: (508) 775 – 0851

DOCKAGE/STORAGE LICENSE AGREEMENT AND WORK ORDER AGREEMENT (SELF EXTENDING / SELF RENEWING)

Summer Season: 15 April – 15 October Winter Season: 16 October – 14 April
Rack Service: Memorial Day – Columbus Day

VESSEL OWNER'S NAME: _____ OWNER EMAIL : _____

MAILING ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

SUMMER ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____

BUSINESS (_____) _____ SECONDARY (_____) _____

SUMMER (_____) _____ BOAT CELL (_____) _____

CELL (_____) _____ FAX (_____) _____

VESSEL'S NAME: _____ HAIL: _____

Document No.: _____ State Reg. No.: _____

Hull No.: _____ Hull Material: _____ Power _____ Sail _____

Length O/A _____ Year _____ Mfg. _____ Model _____

CAPTAIN/AGENT NAME: _____ CAPTAIN/AGENT CELL: (_____) _____

CAPTAINS/AGENT EMAIL: _____

This License Agreement and Service Work Order ("Agreement") is made as of this date _____ by Hyannis Marina, Inc. ("HMI") and the party named herein as Owner ("Owner"). HMI grants the Owner a revocable license to use a slip or storage space for the Vessel for a period noted above for Rack Service, Summer Season, Winter Season, subject to the terms (including renewal and/or extension) set forth in the following 4 pages and 21 Sections of this Agreement. This Agreement shall apply retroactively for any period of time during which the vessel is at the Marina (dropped off) before this Agreement has been executed by the Owner and HMI. **THE OWNER ACKNOWLEDGES HAVING READ, UNDERSTOOD AND AGREED TO ALL THE PROVISIONS OF THIS AGREEMENT.**

Executed as an agreement under seal by Hyannis Marina, Inc. and the Owner.
HYANNS MARINA, INC. OWNER

By: _____ Date: _____
By: _____ Date: _____

The above signatory hereby represents and warrants that he or she is the Owner or owner's agent duly authorized to execute this Agreement on behalf of the Owner.

1. **DEFINITIONS:** In construing this Agreement, the following definitions and terms of construction shall apply:
A) "Hyannis Marina Inc," (HMI) shall mean and include the following: "Marina", "Marina Facilities", "Boatyard" or- "Dockside Marina" shall mean the properties, facilities and businesses commonly known as Hyannis Marina and/or Dockside Marina on the Hyannis Harbor waterfront and associated storage and inland service facilities commonly known as Hyannis Marina and/or Dockside Marina including bathroom and shower facilities, docks, piers, moorings, boatyard, parking lots, buildings, establishments, grounds and onsite and offsite support and storage facilities, as the case may be. B) Whenever either of the terms "Hyannis Marina, Inc." or "HMI" shall be used in this Agreement, such terms shall mean and include representatives, officers, agents, servants, employees or any other persons acting on behalf of or under the authority of Hyannis Marina, Inc. C) "Vessel" includes the vessel identified above and its engine(s) and all equipment and appurtenances, including, without limitations, dinghies, tenders, trailers, inflatables, and personal watercraft, bicycles and motor vehicles D) "Owner" as used in this Agreement includes the Owner's agents, servants, guests, employees, contractors, and any other person acting on the Owner's behalf or under the Owner's authority, and any persons lawfully aboard the Vessel or at the Marina. E) "Season" is the particular selected applicable period of dockage or storage which includes: Rack Service (Memorial Day-Columbus Day); Summer Season (April 15th through October 15th) and Winter Season (October 16th through April 14th) as set forth above.

2. **EFFECT AND SEVERABILITY:** A) This Agreement is the entire agreement between the foregoing parties and supersedes all prior agreements, negotiations and understandings, oral or written, among them. There is no other agreement, either written or oral (except work orders, transient dockage agreements, or bills of sale signed by owner and any annual

seasonal dockage or storage rate sheet or rules and regulations promulgated by HMI). No interpretation, change, waiver, termination or modification of any provision of this Agreement will be binding upon any party, unless in writing and signed by all of the parties. This Agreement shall confer no rights on any third party.

B) The parties stipulate that if any section of this Agreement is, as a matter of law, not enforceable as written, it will be deemed to be separable and severable from the rest of the Agreement and shall not affect the validity or enforceability of the License Agreement.

3. BARGAINING POWER: Owner stipulates that the bargaining power of the parties with respect to the terms of this Agreement is equal, that the Owner has had the opportunity of negotiating a different agreement on more favorable terms at higher prices, and does not seek to enter into such an agreement.

4. EXTENSION/RENEWAL: The terms of this Agreement shall (unless HMI and the Owner otherwise agree in writing) automatically extend and renew for any period of time beyond (or different than) the period of time specifically covered under this Agreement (including any such additional period during which the Vessel remains at the Marina for any reason, returns to the Marina for any consecutive or non-consecutive season, for daily dockage or seasonal storage, any period when the Vessel is with HMI for service, for sale, or any other reason as the case may be, all are subject to HMI's then current rules and regulations, rates or charges for dockage and storage. If all amounts due to HMI are paid in full, the owner may (at any time prior to the end of any Season) terminate the license and Owner's obligations under this Agreement with no refund for unused time. If this Agreement is terminated for cause by HMI, there shall be no compensation or refund to Owner for unused time in a Season. HMI may terminate any License under this Agreement during any Season with cause or at the end of any Season with or without cause or notice.

5. BAILMENT/LIMITATION OF LIABILITY: Owner acknowledges and agrees that HMI shall be neither a bailee nor an insurer of the Vessel. Owner agrees HMI shall not be liable for any damage to the Vessel or any personal injury, property damage or economic loss of any kind or nature to Owner, unless caused by willful misconduct of HMI. Owner acknowledges and agrees that HMI does not provide or offer security for Vessels. HMI assumes no responsibility for any loss or damage to the Vessel, its engines, any accessories, articles left on board, Owner's vehicles or other possessions, in case of fire, theft, damage caused by animals, vandalism, exposure to the elements, storms, acts of God or any other cause however arising. Owner agrees to have the Vessel insured by adequate hull insurance coverage commensurate with the current market value of the vessel and to provide insurance coverage with indemnity protection and liability coverage for all harm. Owner shall provide HMI with a certificate of such insurance coverage. HMI has no duty to request, obtain or monitor any such certificate.

6. OWNER'S RESPONSIBILITY: A. GENERAL/INDEMNIFICATION: Owner agrees to operate (and to be responsible for the safe operation of) the Vessel and to tie up and secure the Vessel (and all other watercraft owned or controlled by Owner) in a careful and safe manner at all times, so as not to cause damage to the Marina Facilities or to any other boats. Owner shall be responsible for damage caused by Owner's Vessel regardless of weather conditions. Owner shall have an affirmative duty to be apprised of HMI's Rules and Regulations and to moor the Vessel in accordance with such rules and regulations, to inspect the dock, floats, cleats or other points of attachment to assure that chafing, damage or any harmful conditions do not develop (or are not developing). Owner shall be obligated to provide immediate notice to HMI of any harmful or dangerous conditions that are discovered by Owner. In the absence of any such notice to HMI, it shall be conclusively presumed that the slip provided by HMI is in good order and condition. If the Vessel should break away or be found away from Owners slip, it shall be conclusively presumed that the Vessel was improperly secured by Owner. The Vessel shall be maintained in a safe and seaworthy condition, and shall not constitute, or be a public or private nuisance, nor shall it cause any interference with the peaceful enjoyment of Marina Facilities by others; nor, shall it be a source of environmental pollution. Owner shall defend, indemnify and hold HMI harmless from any and all damages, expense, cost, claims, demands, actions and causes of action (including, without limitation, HMI's reasonable litigation costs and attorney's fees, fines and environmental remediation costs) arising out of any action or failure to act by Owner.

B. HAZARDS: In the event HMI, in its sole discretion, determines the Vessel appears to be in danger of sinking, causing an impediment or danger to navigation, becoming a source of fire, pollution or other hazard because of any cause whatsoever, HMI is authorized to take reasonable and appropriate action at Owner's expense including, but not limited to, removing the Vessel from the water to deal with any perceived risk. Owner is also responsible for the proper storage and disposal of hazardous materials (e.g., fuel filters, batteries, and motor oils); and, such materials cannot be left on the premises of the Marina by Owner or disposed of in Marina dumpsters by Owner. If an Owner sells Owner's boat or transfers title to the boat, the Owner shall be responsible under this Agreement until the boat leaves the Marina or until a new Agreement is executed with HMI and the boat's current owner.

C. HAZARDOUS WEATHER CONDITIONS: The Owner acknowledges that HMI has no obligation, duty, or responsibility to contact, warn, or advise the Owner or any other party regarding any weather conditions, including hurricanes or tropical storms. The Owner is solely responsible for any damage to the Vessel, and for any damage caused by the Vessel to the Marina or to other vessels, arising from storms or hazardous weather conditions, except only to the extent directly caused by HMI's willful misconduct. The Owner agrees to indemnify, defend, and hold harmless, HMI any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to such storms or hazardous weather conditions. When high winds are predicted, the Owner agrees to properly secure the Vessel using additional storm lines to the docks, including extra lines run directly to pilings. The Owner shall keep additional dock (storm) lines readily available aboard the Vessel and shall deploy such lines as conditions require. If the Vessel remains in the water during storm conditions, the Owner is solely responsible for securing the Vessel to Marina docks or floats using as many dock cleats as possible to evenly distribute load, and for securing the Vessel directly to Marina pilings. The Owner understands that Marina cleats are lag-mounted (screwed in, not through-bolted), and that lines must be run as horizontally as possible to achieve maximum holding capacity. The Owner acknowledges and accepts the condition and limitations of Marina cleats and expressly assumes all risk associated with securing the Vessel to such cleats during storm conditions. In the event of a hurricane, tropical storm, or other hazardous weather conditions, the Owner agrees to timely, at the Owner's sole cost and risk, remove the Vessel from the Marina or arrange for hauling at the Marina. HMI shall have no duty or obligation to haul, move, re-tie, or otherwise secure any Vessel, whether at the Owner's expense, even if requested due to safety concerns, weather conditions, labor availability, timing constraints, or operational limitations. Any decision by HMI to haul, not haul, move, re-tie, or take no action with respect to any Vessel shall not create liability for HMI. HMI reserves the sole and absolute discretion to determine whether to haul or remove vessels based on storm forecasts, storm tracking, or actual weather conditions. HMI shall bear no liability for discontinuing, modifying, or abandoning any effort or prior decision to haul, move, or secure any Vessel due to changing conditions, safety concerns, or operational limitations. The Owner acknowledges that HMI retains exclusive discretion to determine whether storm tracking models indicate a reasonably direct threat to the marina, and that such determinations may change as conditions evolve. If hauling operations are commenced, the Owner understands that labor availability, wind, sea conditions, visibility, lighting, and other factors may limit or prevent HMI's ability to move, haul, or secure vessels in whole or in part. HMI may, but is not obligated to, undertake efforts to re-secure vessels at the Owner's expense; however, whether or not HMI undertakes such efforts shall not create any duty, obligation, or liability.

Vessels may not remain on the docks during hurricane conditions. Vessels exceeding HMI's hauling capabilities (approximately 55 feet in length, plus or minus) must have a storm plan in place to provide owner with alternative safe locations and must be removed from the Marina unless otherwise agreed to in writing by HMI.

D. HAULING: Owner understands and agrees that HMI does not know the shape or the extrusions of every hull, boat bottom, or location of props, shafts, struts, rudders, sail drives, pods, transducers, stabilizers, splash rails, scoops etc. or the construction of every boat, including weak points, hollow keels, etc. Therefore HMI relies on information the Owner has or will provide when hauling for sling or fork locations and HMI will position the slings or forks according to the owner's instructions or in HMI's judgement if no instructions are given to HMI. The owner hereby releases and indemnifies HMI of any mishaps resulting from the owner's misinformation or lack of information. The owner also agrees to indemnify HMI from any claims by any party including the Owner, lien hold and Owner's insurance company.

E. POOL, BARBECUES, FISHING, SWIMMING, SIGNAGE, ETC: The pool at the Marina Facilities is primarily for Owner and their guests. Owner acknowledges that no Lifeguard is provided and that any use thereof shall be entirely at a user's sole risk. Owner is responsible to ensure that children, under the age of 18, are accompanied by an adult at all times. Owner understands and agrees that no glass objects shall be brought poolside, that pets are not allowed in the pool area and that no diving is allowed in the pool. Owner understands that no open air flames or barbecues are permitted on docks or boats and that HMI is not responsible for Owner's equipment left on the docks. There shall be no fishing or swimming from the docks and no cleaning or disposal of fish at the Marina. Owner agrees not to place "For Sale" or any other signs on the vessel, any other boats, or the docks.

F. TERMINATION: Upon termination of this License Agreement, whether by expiration of its term or otherwise, Owner shall, after paying all sums due to HMI, immediately remove the Vessel from the Marina in a careful, seamanlike manner, leaving Marina property in good order and condition, reasonable wear and tear excepted. In the event Owner fails to

remove the Vessel and any other property upon termination of this license Agreement, HMI may at its sole option: 1.) charge Owner's account a daily fee for each day or part thereof that the Vessel or other property of Owner remains at the Marina; 2) subject to applicable law or the following provisions of this Agreement, dispose of other property left behind by Owner as HMI sees fit; 3) remove and hold any components from the Vessel; 4) secure the Vessel or property to the Marina by disabling the vessel or otherwise, haul the vessel from the water and store it at the Marina or in another location; or, avail itself of any other available peaceful remedy all without prior judicial process.

7. SLIP VACANCIES AND DOCKMASTER NOTIFICATION: In the interest of minimizing slip fees, HMI will engage in the customary practice of re-renting slips to transient boaters when a seasonal customer is away overnight or longer, without compensation to the seasonal slip customer. No dinghies, tenders, inflatables, paddle boards, or personal watercraft, bait pens, fish traps, etc. will be left in the slip or anywhere else unassigned to it. HMI shall have the right to remove any such craft, devices, or anything else left in the slip at Owner's expense and/or to charge an additional fee for water or land space occupied by such craft. Owner agrees to inform HMI by notice to the Dockmaster in advance (which may be oral), whenever the Vessel will be away overnight. If the Vessel is not at its slip by 7 PM on any day HMI will consider the slip available for nightly rental. HMI shall not be liable to Owner or the Vessel if the Vessel returns earlier than scheduled, but shall make a good faith effort during normal business hours to provide alternate slip space or rafting arrangements for the Vessel to use until its regular slip space is scheduled to be available (according to said notice). Failure to notify the Dockmaster may result in Owner being charged the transient dockage fee for the lost income for nights the slip is left empty due to Owner's failure to notify HMI by 5 PM.

8. SELF SERVICE/OUTSIDE VENDORS: A) HMI's policy is to allow Owner to supply his own labor through outside vendors under the following terms. Owner shall indemnify HMI, DMI, etc. against any claims by any party caused by the outside vendors or claims by the vendors themselves. Owner is responsible to ensure that the vendor has, and, upon the request of HMI, shall supply HMI with a certificate of insurance covering all risks including personal injury, property damage, business interruption and workers compensation, with a minimum of \$1,000,000.00 under its own insurance policies. Such certificate shall be endorsed to show HMI and DMI as being additionally insured. HMI has no duty to request retain or monitor any such insurance or certificate. Owner agrees that failure of Owner to ensure the outside vendor is insured, as required herein, will result in Owner being responsible to defend, indemnify and save HMI harmless from any claims, demands, liability, causes of action, judgments, executions and cost arising directly or indirectly out of any actions by such vendor and/or Owner. Owner or outside vendor may be required to pay an hourly fee for a proportionate share of HMI's overhead for his use of the Marina Facilities at the marina's discretion. **B)** Owners and vendors shall not paint the hull with bottom antifouling paint, nor shall Owner adjust, move or interfere with or attach anything to the jack stands in any manner at any time or use HMI's ladders, perform spray painting, or welding while at the Marina without written permission by HMI.

9. WINTER WET STORAGE: In cases of wet storage, HMI is not obligated to supply (but, subject to the approval of HMI, Owner may supply at its own expense), some form of deicing equipment. Owner shall be liable for any damage caused for any reason by said equipment. HMI may supply electrical power at Owner's expense but shall not be liable for any loss of electrical power during periods of seasonal temperature decrease. HMI will not supply water during any such period. Owner agrees that no one will live aboard the Vessel during any such period. Owner will have sole responsibility of maintaining and caring for the Vessel and HMI will have no responsibility for damage to the Vessel or any damage or harm caused by Owner's action or inaction. In situations where HMI is providing de-icing this shall not replace owners' responsibility to de-ice his own boat, and the owner agrees to indemnify HMI for any ice or freeze damage to his boat except on incidents of willful misconduct by HMI personnel.

10. REFUNDS: Seasonal Slip Fees or Deposits Are Not Refundable. No refund shall be paid in connection with a slip for the Vessel which is unused (for any reason) during all or any part of any season. No refund shall be paid for any lack of services caused by or resulting from weather conditions, fires, acts of God, vandalism, or other unanticipated events or emergencies, and HMI shall not be obliged to make any refunds to the Owner for lack of services as a result of any such circumstance including situations where the HMI expels or hauls a boat for any reason including owner's misconduct as solely determined by HMI.

11. INDEMNIFICATION: A.) Owner and Vessel shall defend, indemnify and save HMI harmless from any damages, claims, demands, liability, causes of action, judgments and executions arising directly or indirectly out of any action and inaction by Owner including but not limited to operation of motorized vehicles within the Marina Facilities; or, Owner's use of the Vessel. Owner shall not make HMI a party to litigation against others without first obtaining the express written consent of HMI. Owner and any other person signing this Agreement on behalf of Owner, hereby covenants and agrees to defend and indemnify HMI, its agents, servants, employees, representatives and insurers against any such litigation, claims or demands, including without limitation, any subrogation actions by Owner's insurance company except in cases of intentional willful misconduct by HMI. HMI has no duty to request or obtain any such insurance.

B. WARRANTIES, INDEMNITIES, LABOR: All labor is warranted for 45 days from the date of completion and this warranty is non-transferable unless otherwise specified in writing. Product must be transported to and from HMI's shop at Owner's expense. **PARTS:** The only warranties on the products sold are those offered by the Manufacturer. HMI expressly disclaims any liability in connection with the sale of said products. HMI will not pay for any expenses incurred at other establishments unless previously agreed upon by HMI in writing. Buyer shall not be entitled to recover from HMI any consequential damages, damage to property, damages for loss of use, loss of time, loss of profits or income or incidental damages or costs. Owner agrees that HMI is not responsible for freeze damage to boats, when the Owner schedules or contracts the hauling or winterizing of the boat or Owner delivers the boat to HMI after October 30th. Owner agrees to indemnify HMI against costs or lawsuits caused by defective parts or lack of parts, incidental problems, delays, etc.

12. COLLECTIONS AND FINANCE CHARGES: All invoices issued under this Agreement shall be due and payable immediately upon rendering, including any requests for progress payments, whether written or verbal. HMI shall have the absolute right, at its sole discretion, to require payment in full in cash, by wire transfer, by certified check, or at the sole discretion of HMI by credit or debit card prior to the Vessel being launched or departing the Marina Facilities.

In the event any charges for goods or services remain unpaid at the time of the Vessel's or Owner's departure from the Marina, Owner, by executing this Agreement, expressly authorizes HMI to charge such amounts, including progress payments or unfinished work, to Owner's credit or debit card on file.

If Owner or the Vessel fails to pay any invoice when due or for work not yet invoiced or completed, or otherwise breaches this Agreement, HMI shall have the right, without prior notice or judicial intervention, to retain possession and control of the Vessel and/or any of its engines, equipment, accessories, tenders, dinghies, inflatables, or appurtenances, without resort to prior judicial intervention and shall have the power, at the sole expense of Owner, to hold said Vessel by hauling it from the water or otherwise securing it to the docks or disabling the Vessel. In those cases in which HMI deems it necessary to hold the Vessel on land as the most secure, convenient or economical means of holding her, until payment has been received, HMI shall have no obligation to restore the Vessel to the water or release the Vessel until all charges are paid in full.

Owner and HMI agree and stipulate that if the Vessel leaves the Marina Facilities, with or without HMI's consent, prior to full payment HMI shall not lose any of its rights to regain possession in a peaceable manner, with or without prior judicial intervention and to retain possession thereafter until full payment and satisfaction of all claims has been made. Owner further covenants and agrees to pay a finance charge at the rate of 1.5% per month on any unpaid balances.

13. ATTORNEY'S FEES: Owner agrees that in the event HMI retains an attorney in order to enforce any of the terms of this Agreement or defend any lawsuit or claim arising out of this Agreement, the Owner shall pay all HMI's costs, whether or not a formal legal action is commenced, including reasonable attorney fees, court costs, deposition, investigation,

experts, travel expenses and any other expenses, unless a judgment is entered against HMI in favor of Owner for the complete relief sought in every count in any complaint or pleading.

14. GOVERNING LAW, VENUE, AND JURY WAIVER: The parties agree that this Agreement (a) is a contract which has been negotiated and entered into in the Commonwealth of Massachusetts; (b) the contracts between the parties have occurred primarily in the Commonwealth of Massachusetts; and (c) it is the parties' intention that this Agreement shall be governed by, interpreted under, and enforced in accordance with the laws of the Commonwealth of Massachusetts. In the event of institution of litigation, the parties agree all actions shall be brought only in the Commonwealth of Massachusetts, and that the venue of any such action shall be in the Barnstable Division of the District Court Department, or the Barnstable Superior Court in Barnstable, Massachusetts, or (in the case of an admiralty in rem proceeding) in the United States District Court for the District of Massachusetts, in the Eastern Division sitting at Boston; and, further, that all in person legal proceedings in any litigation, including but not limited to, all depositions, hearings and trials shall be conducted in the town of Barnstable within 10 miles of the Barnstable Superior Court House, except those involving proceedings (excluding depositions) required to be held at the US District Court building in Boston. The Owner hereby waives his right to jury trial.

15. RULES AND REGULATIONS: HMI's rules and regulations are incorporated into this License Agreement and by entering into this Agreement, Owner agrees to abide by any current or amended rules and regulations promulgated by HMI (including any "Hurricane Plan" which shall be available at the Marina) during the term of this Agreement. Owner shall have the responsibility for keeping apprised of all such rules and regulations.

16. INSURANCE/WAIVER: It shall be Owner's responsibility, at Owner's sole cost and expense, to have the Vessel covered by adequate hull insurance and to have the Vessel covered by usual forms of protection and indemnity insurance for all forms of damage caused by (or to) the Vessel, those aboard or others. Owner acknowledges that it is Owner's sole responsibility to maintain adequate hull, property damage and indemnity insurance against all losses and claims. In contracting with HMI, Owner recognizes and accepts that there are certain elements of risk that exist which could cause damage to the Vessel during the process of docking, storing, hauling, launching, blocking, loading, unloading, transporting, washing, servicing, and/or operating the Vessel. Owner further recognizes and accepts that there could be damage to the Vessel as a result of the Vessel being transported (including without limitation, being transported over roads and highways). Owner will in no way hold HMI, responsible for any such damage, howsoever caused, that may occur during the foregoing handling of the Vessel unless caused by the willful misconduct of HMI employees.

17. ABANDONMENT: Owner agrees to pay reasonable storage and dockage for the Vessel and to pay any parking fees or other fees charged by HMI for any boats, equipment, trailers, vehicles, motorcycles, or any of Owner's property not otherwise mentioned in this Agreement ("Owner's Property") left at the Marina Facilities following the expiration of any license granted under this Agreement. If an Owner leaves any of Owner's Property at the Marina Facilities for more than 8 months following termination of a license under this Agreement, without making payment of all monies due for any such fees, Owner hereby agrees to allow HMI, without any further notice or prior judicial intervention and without responsibility for any damage that may occur during transport, to deliver the Vessel (or any other of Owner's Property) to Owner's premises or place of employment/business and agrees to pay a fair and reasonable fee for such delivery. Owner will in no way hold HMI responsible or liable for any damage, howsoever caused, that may occur during the foregoing delivery or handling of the Vessel or other of owner's Property.

Alternatively, if HMI or a surveyor appraises the Vessel (or assesses other of Owner's Property) and determines that the Vessel has little or no value (or is worth less than Owner's then outstanding bill), HMI, after reasonable effort to notify Owner, may destroy, give away or otherwise dispose of the Vessel (or other property of the Owner), and Owner shall (in addition to such outstanding bill) be liable for HMI's costs and expenses related to such disposal. Owner agrees that any delay by HMI in asserting any of its rights under this Agreement shall not provide Owner with any defense (including but not limited to any defense of laches, or lack of notice for HMI's claims) under this Agreement.

18. SERVICE, REPAIRS, TRANSIENT DOCKAGE, BOATS AND BOAT SALES AGREEMENTS: In the event Owner or Vessel uses the services of HMI's Service, Transient Dockage or Sales Department, Owner agrees that the provisions of this Agreement are incorporated into HMI's Work Order agreements and Boat Sales Department Purchase Agreements. A copy of the work order, boat sales agreements and transient dockage agreements are available upon request.

19. ESTIMATES: The Owner and HMI agree that, by reason of the nature of a saltwater environment the following shall be guidelines for HMI in respect to any added work that appears to be needed: If the extra work, labor and materials do not appear in advance to exceed the originally estimated cost of the work, etc., by more than twenty five (25%) percent. HMI shall have authority to provide such work, labor and materials without advance notice or approval of Owner. If the extra work appears in advance to exceed the originally estimated cost by more than twenty-five (25%) percent, HMI shall make good faith efforts to contact the Owner and to obtain the Owner's approval before providing work. Owner understands that this effort will delay completion of the work. If HMI makes good faith efforts for a reasonable period of time to contact the Owner and cannot reach the Owner, HMI shall have the option of suspending the work and placing the Vessel in a safe place at the Owner's expense until the Owner can be reached, or HMI may infer that the Owner intended to have the original Work Order, and all other work, labor and materials that later appear to be necessary, performed at the Owner's expense, and accordingly HMI may proceed with the extra work. It is further agreed that, during the progress of this Work Order, HMI shall have authority to perform additional work pursuant to the written or oral (including telephone and radio telephone) instructions of the Owner or the Owner's agent, without the need for a new Work Order. Estimates do not include environmental fees or applicable taxes.

20. NOTICES: Notices to Owner shall be deemed to be served properly if posted in writing and placed in an obvious place on the Vessel, or, if sent to Owner at the address set forth above, by postage prepaid mail, any paid delivery service, in hand service, fax delivery to Owner's fax number or by delivery to Owner's email address.

21. COUNTERPARTS AND ELECTRONIC SIGNATURE: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, with the same force and effect as if the parties had executed a single original document. Execution and acceptance of this Agreement may be accomplished by digital, electronic, facsimile, scanned signature, or by replying to a transmission from HMI containing this Agreement with the words "I agree," (which reply shall constitute a valid, binding, and enforceable acceptance of this Agreement).

Photocopies, facsimile copies, and scanned copies of this Agreement shall be deemed originals for all purposes. This Agreement and any signature hereto shall not be denied legal effect or enforceability solely because it is in electronic form, in accordance with the Federal Uniform Electronic Transactions Act and the Massachusetts Electronic Transactions Act, M.G.L. c. 110G.

The obligations of any Owner (if more than one) shall be joint and several, and each Owner hereby irrevocably and unconditionally guarantees the performance of the obligations of each other Owner under this Agreement. Each Owner further waives demand, notice of default, notice of nonpayment, and all other notices and suretyship defenses to the fullest extent permitted by law.

This Agreement shall be binding upon the parties hereto, their respective heirs, representatives, successors and assigns provided that this Agreement may not be assigned by any Owner without HMI's express written consent and any attempted or purported assignment in contravention of the terms herein shall be void ab initio and confer no rights upon any putative assignee. The captions are supplied herein for convenience only and shall not be deemed to be part of this Agreement for any purpose.