



DOCKING LICENSE AGREEMENT

Bosport Docking, LLC
d/b/a
Constitution Marina
28 Constitution Road
Boston, Massachusetts 02129
(617) 241-9640
www.constitutionmarina.com

Revised March 2007

DOCKAGE LICENSE AGREEMENT

Constitution Marina is a 265-slip marina located in historic Charlestown, Massachusetts. As of January 1998, the Marina is under new ownership, which shall continue the tradition of hospitality while improving the facilities and expanding the already extensive services available to its customers. This license is designed to insure the use and enjoyment of the Marina by its customers and to allow the Marina, its management and staff the flexibility to address any issues that may arise.

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CONSTITUTION MARINA
BASIC INFORMATION

ALL INFORMATION TO BE PROVIDED BY LICENSEE MUST BE COMPLETED PRIOR TO THE USE OF THE SLIP

LICENSEE INFORMATION

Name: _____

Street: _____

City, State, Zip: _____

Social Security Number: _____

Telephone & Fax: _____

Cell Phone: _____

Email: _____

LICENSEE WORK ADDRESS

Company: _____

Street: _____

City, State, Zip: _____

Telephone: _____

VESSEL

Boat Name: _____

Registration or
Documentation #: _____ State: _____

(Motor) or (Sail) Maker/Year: _____

Electrical: 30-Amp____, 50-Amp____, 100-Amp____ (Phase)____

VESSEL OWNER/HOME ADDRESS (IF DIFFERENT)

Name: _____

Street: _____

City, State, Zip: _____

Social Security Number: _____

Telephone & Fax: _____

Cell Phone: _____

Email: _____

WORK ADDRESS OF VESSEL OWNER (IF DIFFERENT)

Company: _____

Street: _____

City, State, Zip: _____

Telephone & Fax: _____

Email: _____

DOCKAGE LICENSE AGREEMENT

On this ____ day of _____, 20 __, BOSPORT DOCKING, LLC. d/b/a CONSTITUTION MARINA, 28 Constitution
(day) (month)
Road, Boston, Massachusetts 02129 (hereinafter “Bosport”) and _____ (hereinafter “the licensee”), of
(licensee’s full name)
_____, _____, _____ hereby agree to the limited license only for dockage or
(licensee’s street address) (city) (state & zip code)
wharfage rights for the _____ foot vessel known as _____ under the terms set forth in this agreement
(length over-all) (name of vessel)
for the _____ season, 20 __. The vessel has a declared value of _____.

Section 1. The fundamental provisions including Bosport’s right to terminate the License.

Bosport hereby grants to the Licensee a limited license to dock the Vessel for the License Period and any Extended License, which may be granted by Bosport in the future period at a slip at Constitution Marina. Upon payment of any additional fees as Bosport may require, the Licensee shall also have the limited right to the use of, and access to, the areas of the Marina intended for the general use of its clients and which must be used in common with the other clients; these areas include the docks, walkways, parking area, pool and deck area, restrooms, laundry facilities, showers. Upon payment of any extra fees, which Bosport may require, Bosport may provide access to electricity, fresh water near the slip, pump-out services, cable television, internet and telephone.

This agreement grants only a license to the Licensee, and specifically does not grant a lease or another interest in land or real property. The licensee hereby represents and acknowledges that he or she has entered into this license agreement for the purpose of securing dockage of the vessel; in this regard the license explicitly acknowledges that any slip at Constitution Marina is not unique, and has no unique properties or characteristics, and is interchangeable with any other slip at Constitution Marina or at any other marina, dock, or wharf within inner Boston Harbor of similar length and width. As a license, this *agreement is subject to cancellation by Bosport at anytime and for any reason* (for cause or otherwise). The License may not be transferred or assigned by the Licensee and money damages shall be the sole remedy for any wrongful termination or cancellation of the license by Bosport (i.e. this means that there is no right to an injunction to remain at Constitution Marina or in any slip and the Licensee agrees, even upon any wrongful termination, to remove the Vessel from the Marina immediately). At any time, for any reason, and without notice to the Licensee, Bosport shall have the right to move the Vessel and/or reassign the slip at which the Vessel shall be docked, relocate the Vessel out of the Marina, and board any Vessel.

The failure to provide access to any areas or services shall not constitute a breach of the License by Bosport. The Licensee may not terminate this License prior to the expiration of the License Period or any Extended License Period.

Whenever Bosport incurs expenses resulting from expiration, cancellation or termination of this License, or the enforcement of any of the provisions of this License, the Licensee shall pay to Bosport on demand any and all such expenses of enforcement, including without limitation filing fees, collection fees, attorney’s fees, together with a 15% administrative surcharge thereon and any re-licensing costs or expenses (if not at the expiration of the Licensing Period or the expiration of any Extended Licensing Period).

No acceptance by Bosport of a sum less than all amounts then due from the Licensee shall be deemed to be other than on account of the longest outstanding charge, nor shall any endorsement or statement on any check or any letter accompanying any check or payment, nor any other partial performance by the Licensee be deemed an accord and satisfaction.

Section 2. The license period and terms of renewal.

The License shall be granted for the duration of One Season. Subject to Bosport's right to cancel the license set forth in paragraph 1 of this agreement, the license shall automatically, and without notice from Bosport to the Licensee, extend to each succeeding season, unless the Licensee gives notice of non-extension at least thirty-(30) days prior to expiration. Each succeeding season shall constitute one (1) Extended License Period. Dockage fees for each Extended License Period shall be calculated at Bosport's then standard dockage rate. Each calendar year shall be divided into two seasons: the Summer Season shall run from May 1st until October 15th, inclusive; the Winter Season shall run from November 1st until April 15th inclusive. Nothing in this license agreement and nothing in any notice of charges for the original season or any Extended License Period, nor the acceptance by Bosport of any advance payments, shall alter or diminish Bosport's right to revoke the license at any time or to choose not to renew the license at the termination of any season.

Section 3. Dockage Fees.

The Licensee shall pay Dockage Fees to Bosport for docking the Vessel during the License Period and any Extended License Period. Dockage Fees shall be paid in full on or before execution of the License and on or before May 1 and November 1 of each year with respect to the following Extended License Period; unless, Bosport has agreed in writing to accept payment of the dockage fees in monthly installments, in such case each installment must be received on or before the first day of the month in which it is due, said payments to be secured by valid credit card. A separate written agreement is necessary for each Extended License Period in which the Licensee seeks to pay in monthly installments and in the absence of such an agreement all Dockage Fees, Utility Fees, and Common Area Fees must be paid by the Licensee on or before the first day of the Extended License Period. The Licensee shall also pay to Bosport on demand all charges for the Licensee's use of Marina facilities, utilities at rates specified by Bosport from time to time, and any charges related to work performed by contractors at the Marina. The Licensee agrees to pay Bosport interest at the rate of 18% per annum of unpaid Dockage Fees and other amounts post-due for more than ten (10) days.

Section 4. Slip assignment and docking.

Bosport will assign the slip. The parties acknowledge that the Licensee has no right to a specific slip and that the slip is subject to change, relocation, or reassignment at any time at the option and direction of Bosport and without notice to the Licensee and the Licensee shall berth the vessel only at the slip or location as Bosport directs. If this covenant is breached, the Licensee shall pay to Bosport on demand: (i) an administrative charge specified by Bosport from time to time for each day or portion thereof that the Licensee or Vessel is in violation of this covenant; plus (ii) all towing expenses incurred by or on behalf of Bosport in moving the Vessel. Any slip or docking location is subject to reassignment or change at any time by Bosport without prior notice to the Licensee. Additionally, Bosport shall have the right to move the boat at any time and to any place, within or outside the Marina, without prior notice to the Licensee. The marina reserves the right to rent a slip whenever it is vacant and all revenues received from such rental will inhere to the marina. This license is not transferable or assignable, subleasing or transferring boats within slips is not permitted.

Section 5. The Licensee bears all risk of loss or damage.

The Licensee assumes all risk of damage, theft or loss to the vessel, its equipment or any other property of the licensee and further assumes all risk of damage or loss caused by the vessel, its equipment or any other property of the licensee, to any other vessel or vessels, equipment, or property of Bosport, its clients or any other person or entity, including but not limited to the docks, chains, moorings, walkways, electric distribution posts, fresh water spigots, pump-out equipment and other facilities. Bosport shall not be required to provide or maintain any security or fire alarm services or systems at the Marina and shall be held harmless for any failure to provide said services or systems.

Licensee acknowledges that Bosport has a lease with Tudor Wharf Hotel, LLC for use of the so-called "T-dock" and will be bound by and comply with the provisions of this Lease while Licensee's boat is docked on "T-dock". Licensee agrees to indemnify Tudor Wharf Hotel, LLC & Bosport for the charges, damages, costs and risks relating to Hazardous Materials. Licensee shall be bound by all rules and regulations from time to time promulgated regarding the use of "T-dock" pursuant to Bosport's lease with Tudor Wharf Hotel, LLC and this License agreement.

Licensee shall use good faith efforts in order to comply with all laws and conditions listed in this agreement and the Tudor Wharf, LLC lease regarding the disposal, release or threat of release of Hazardous Materials on or about the property and marine environment.

Any handling, treatment, transportation, storage, disposal or use of hazardous Materials by Licensee or its agents, servants, employees, contractors, guests, customers or invitees in or about the Premises and Licensee's use of the Premises and the water and surrounding marine environment and/or Bosport's & Tudor Wharf, LLC's Project shall comply with all applicable Environmental Laws

Licensee shall indemnify, defend upon demand with counsel reasonably acceptable to Bosport, and hold Bosport & Tudor Wharf, LLC harmless from and against, any liabilities, losses claims, damages, interest, penalties, fines, attorneys' fees, experts' fees, court costs, remediation costs, and other expenses which result from the use, storage, handling, treatment, transportation, release, threat of release or disposal of Hazardous Materials in or about the property and in the surrounding water and marine environment and/or on Tudor Wharf LLC's project

Section 6. The Licensee shall maintain the required casualty insurance.

The Licensee continuously shall maintain with a reputable insurance company qualified to do business in Massachusetts adequate liability insurance and shall also continuously insure the Vessel under an "all risks" insurance policy - the policy or policies shall include wreck removal coverage. The vessel shall at all times be insured under the "all risks" policy in an amount not less than its declared value or in such greater amount as is required to prevent the Licensee from becoming a co-insurer. The bodily injury and property damage limits not less than \$1,000,000 (or such greater amount as Bosport may from time to time require) per occurrence and in the aggregate. At any time the Vessel is at the Marina, the licensee warrants that said insurance is in full effect. The licensee shall provide a copy of the valid insurance binders with Bosport listed as an "additional insured", within ten (10) days of executing this agreement, shall deliver to Bosport prior to each Extended License Period a certificate or binder evidencing such terms, and shall provide Bosport at least thirty (30) days prior written notice of any cancellation thereof.

Section 7. Waiver of Bosport Liability.

Bosport, its officers, agents, servants, employees or contractors shall not be liable for any claim, loss or cost arising in whole or in part out of any injury, loss or damage to any person or property while in or at the Marina or in transit thereto and therefrom, or out of any condition within or around the Marina, unless due solely to gross negligence or willful misconduct on the part of Bosport, nor for any claim, loss or cost arising in whole or in part out of any act or omission of another vessel or owner or persons acting thereunder. The parties acknowledge that Bosport is not liable for any loss, damage, or theft of the vessel, its equipment or any other property of the licensee.

Section 8. Indemnification and Insurance

Licensee shall hold harmless and indemnify Bosport, its officers, agents and employees from and against any claim, loss or cost including without limitation, attorney's fees, arising in whole or in part, out of any injury, loss or damage to any person or property anywhere occasioned by any act or omission of the Licensee, any act or omission of any person operating, on-board, or visiting the Vessel, or any act or omission related to the Vessel. In addition to the foregoing, Bosport may make all repairs and replacements to the Marina, docks, walkways and slips necessitated by any of the foregoing acts or omissions and the Licensee shall pay to Bosport on demand all costs and expenses thereof.

Section 9. The Vessel shall be maintained in seaworthy and safe condition.

At all times during the term of the License, the Vessel: (i) shall be maintained in a commissioned status, in compliance with all applicable tax laws; (ii) shall be maintained in a safe, seaworthy, neat, well-painted and polished condition; (iii) shall not present a hazard to other boats or to the Marina; (iv) shall be used in a safe and seamanlike manner, without hazard to other boats, to persons, or to the Marina, and in accordance with all applicable governmental requirements; (v) shall not be or threaten to become a source of environmental pollution which violates applicable laws (including Chapter 21E of the Massachusetts General Laws, which concerns the release or threat of release of oil and other hazardous materials); and (vi) shall not contain any dangerous equipment or material unless the materials equipment, and use thereof have been approved by the U.S. Coast Guard and all other appropriate governmental authorities. The boat owner represents and warrants that the boat will comply in all respects with Federal Water Pollution Acts (33 USC Section 1321) prohibiting the discharge of oil or oily water and (33 USC Section 1322) untreated sewage, as well as all other applicable Federal And State laws and regulations. If any of these covenants are breached, Bosport shall have the right to take any action it deems advisable to protect persons, vessels, and other property, including without limitation, the right to temporarily remove the Vessel (or, if sunken, to raise and remove the Vessel) from the Marina at the Licensee's expense, and the right to board or assume temporary command of the Vessel.

Section 10. Limitations on maintenance and contractors permitted within the Marina.

Any work performed on any vessel while docked at Constitution Marina shall be performed at the sole discretion of Bosport. Only the routine maintenance of the Boat is permitted at the Marina. In performing routine maintenance, the Licensee shall not disturb the Marina or other Licensees or their guest or other Vessels in the Marina. No outside laborers or contractors will be permitted to enter the Marina or to work on the Vessel without prior notification by the Licensee to Bosport as to the identity of contractor or persons and the nature of the work to be performed, and without the express permission or consent of Bosport.

Any and all laborers or contractors entering the Marina to perform work of any nature on the Vessel shall be bonded and shall first furnish certificates of insurance with Bosport listed as an "additional insured" indicating that all workers are covered by statutory workers compensation insurance, including U.S.L.H. if applicable, and that their operations are protected by a general liability policy with bodily injury and property damage limits not less than \$1,000,000.00 (or such greater amount as Bosport may from time to time require) per occurrence and in the aggregate. Owner shall be responsible for any mechanic's or materialman's liens filed by outside contractors, which liens shall be discharged of record within five days of filing. If Bosport determines that any such work disrupts or interferes with other activity at the Marina, Bosport shall have the right to order such work

to cease and to deny access to the Vessel to persons performing such work. Licensee shall **NOT** allow any contractor to put signs on their work, Licensee's boat or the marina property.

Section 11. The Licensee shall surrender and vacate the Marina forthwith upon termination of the License.

Upon any expiration or termination of this License, the Licensee shall forthwith remove the Vessel from the Marina in a careful, seamanlike manner, leaving the slip, walkways, and all Marina areas, facilities and utilities in good order and condition. The Licensee shall not make any alteration to the slip, docks, walkways, or any other property of the Marina.

Section 12. Holdovers.

If the Licensee fails to immediately remove the vessel from the Marina upon any expiration or termination of this License, the Licensee shall pay to Bosport on demand a holdover charge at the daily transient rate specified by Bosport from time to time, together with all other amounts due to Bosport. Furthermore, if the Licensee fails to immediately remove the Vessel from the Marina upon the expiration or termination of the License, Bosport shall have the right to remove the Vessel from the Marina, forcibly if necessary, and to store the Vessel at the Licensee's expense. If the Licensee fails to remove the Vessel from storage within 30 days, Bosport shall have the right to deem the Vessel abandoned and to dispose of it by any customary methods without accounting to the Licensee or the Vessel's owner.

Section 13. Security Interest.

The Licensee hereby grants Bosport a security interest in the Vessel as security for the non-payment of dockage fees, and other amounts payable by the Licensee to Bosport, or any contractor associated with Bosport. Upon request by Bosport, the Licensee shall execute, acknowledge or deliver such financing statements and other instruments as are appropriate to perfect Bosport's security interest. If the Licensee fails to pay any amount owed to Bosport when due, Bosport shall have all rights and remedies of a secured party under the Massachusetts Uniform Commercial Code including without limitation, the right to take possession of the Vessel and, after appropriate notice to Owner, the right to dispose of the same at public or private sale. The foregoing remedies shall not exclude the enforcement of perfection of, or execution on any common law, statutory or admiralty liens. The Licensee hereby agrees that a maritime lien for the payment of Dockage Fees and other amounts thereunder shall be created on the Vessel.

Section 14. Notices.

Except as otherwise provided in this Section, notices shall be given in writing, shall be delivered to the Licensee's Address or the Marina as set forth in Section 1, as the case may be (or such other addresses if acknowledged in writing by Bosport), or if to the Licensee, to the Vessel, and shall be deemed duly given and received: (i) if so addressed and sent by certified or registered mail, postage prepaid-then on the third business day after posting; (ii) if so addressed and delivered by hand, on the day of delivery; and (iii) if posted on the Vessel, on the day of such posting with respect to notices to the Licensee. Actual notice received by the Licensee shall be sufficient for all purposes hereunder, even if not otherwise given in accordance with this Section. The Licensee shall notify Bosport of any change in Licensee's address and/or telephone numbers.

Section 15. Interruption.

The Licensee acknowledges that the Licensee may be precluded from use and enjoyment of a slip, the Marina, the Vessel, or several or all of the above for reasons beyond the control of Bosport including without limitation, weather conditions, Acts of God, war, civil commotion, fire, water, salt, ice, explosion, collision, petroleum spills or other casualty, theft, arson, vandalism and other criminal acts, strikes or other labor disturbances, shortages of labor or materials in the ordinary course of trade, and governmental acts. Any such preclusion and any related failure of Bosport to fulfill its obligations hereunder shall be excused and shall not

constitute a breach of this License by Bosport. If such preclusion results from an event which affects only the slip or the Marina, the Licensee shall be entitled to a proportional abatement of Dockage Fees.

Section 16. Miscellaneous.

The Marina Facilities Guidelines are made a part of this agreement by reference.

The Licensee represents and warrants that The Licensee holds legal title to the Vessel or otherwise has legal possession and custody of the Vessel for the full period of the license, has full power to enter into this License, and that there are no restrictions upon the Licensee or the Vessel which limit the Licensee's power to bind the Licensee and the Vessel to this License. The Licensee agrees to immediately remove the Vessel from the Marina if he should for any reason no longer have the full authority listed in the prior sentence of this paragraph.

The parties to this license agreement irrevocably consent to the jurisdiction of the courts of the Commonwealth of Massachusetts and of any federal court located within the Commonwealth and agree to file any action, complaint, or request for legal or equitable relief arising as a result of any dealings between the parties hereto or the licensees use of Constitution Marina in the courts of the Commonwealth of Massachusetts or any federal court located with the Commonwealth.

All waivers of any part of this agreement must be duly executed in writing. Any such waiver shall apply only to any breach stated in such writing. All rights and remedies provided hereunder to Bosport are cumulative and may be enforced separately or in any combination from time to time. Any provision of this license, or its application to any circumstance, shall be found to be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to all other circumstances, shall not be affected thereby. This License contains all of the agreements of the parties hereto and supersedes all prior writings and dealings. No amendment to this License shall be effective unless such amendment is in writing and signed by the parties hereto. The titles of the sections of this License are provided for convenience only and shall not be considered a part of this License. This License shall benefit and bind Bosport, its successor and assigns, and shall be binding upon the Licensee and the Licensee's heirs and successors. Time is of the essence hereof.

Executed as a sealed Massachusetts instrument as of the Date of Execution.

Licensee

Bosport Docking, LLC