



**TOWN OF NAHANT, MASSACHUSETTS 01908**

*Office of the Wharfinger*

*(781) 581-0626*

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

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 registered his/her Boat as required with the Town of Nahant for the year 20\_\_\_\_\_.
2. The Town agrees that the Owner may store the Boat on property owned by the Town, the specific site to be designated by the Wharfinger, for the sum of **\$10.00 per foot.**
3. Owner agrees that the Boat may be stored any time after September 25 of the current year and shall be removed from the Town property on or before May 15 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.

TOWN OF NAHANT

By \_\_\_\_\_  
*Wharfinger, authorized agent*

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

**Owner** \_\_\_\_\_

**Address** \_\_\_\_\_

**Home Phone** \_\_\_\_\_

**Cell Phone** \_\_\_\_\_

Revised 9/88, 9/93, 8/07, 8/09

Approved as to form: Charles H. Riley, Jr.  
Town Counsel

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.**