



February 2024

Dear Customer,

We're looking forward to spring and boating season. To help ensure that your vessel is in top running order and ready for the season, you will want to schedule your spring commissioning.

Spring Commissioning for 2024 Boating Season

Please find your Spring Commissioning Renewal Contract attached. **Please be sure to complete and submit your form as soon as possible to ensure that your boat can be ready when you need it.** We will do our best to accommodate your scheduling requests. To do this, we ask you to please keep the following points in mind:

- All past invoices **must be paid in full** before we can complete your spring commissioning.
- Please provide **three weeks' notice** when scheduling your spring commissioning. This allows us to fit your maintenance work into our busy service schedule.
- Safety items will be repaired or replaced as needed at your cost (e.g., lights, horn, etc.)
- **Summer trailer storage on MLM property will be billed on July 1st.**
- **If your boat is on Brokerage with Sales, your boat Must be commissioned, please fill this out and return to us. Please reference your Brokerage Agreement documents.**

With the volume of our customer traffic, dock and parking spaces are in high demand. We require that the pick-up of your boat from service be on time as scheduled. If you cannot pick up your boat as scheduled, you must contact us at least 7 days prior to your scheduled date. **Boats left in the lot or on the docks beyond the scheduled pick-up date will be subject to a storage and handling fee of \$100.** Thank you for your cooperation.

If you have questions about the spring maintenance requirements of your boat, please call us at 207-693-6264 or email our Service Advisor Bob Caron at service@mooselandingmarina.com or our Service Manager Scott Morin at smorin@mooselandingmarina.com.

Thanks again for your business! I look forward to seeing you on the water.

Sincerely,

Jason Allen, General Manager
Moose Landing Marina



2024 Spring Commissioning Agreement

Owner's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Cell: _____

Pick up on trailer at MLM

Launch at MLM (\$165) PLEASE NOTE LAUNCH SERVICES NOT AVAILABLE MAY 15 – 19 & SUNDAYS

Requested Pickup/Launch Date: _____ Requested Launch Time: _____

Delivery Location: _____

Boat Make: _____ Boat Length: _____

Hull ID#: _____ Engine Model#: _____

Trailer Storage Options – CHECK BOX IF APPLICABLE:

Home

MLM On-site - \$275 (storage for summer billed 7/1)

Trailer Plate#: _____

Trailer Make: _____

Please indicate which services you would like Moose Landing Marina to perform on your boat this spring. **Please allow 3 weeks' notice when scheduling and we will do our best to accommodate your request.** Any other work requests and estimates can be made with our service writer.

Boat Commission Package - \$370 (single engine) \$457.50 (twin)

• Remove from storage

• Run engine to operating temp on hose, then lake test

• Load test battery/charge/replace if necessary – additional fee will apply

• Inspect overall condition of vessel

• Check all fluids

Commission Water System - \$150

• Test head system & inspect holding tank/flush and fill tanks

Commission Generator - \$150

• Check fluids, start, and ensure generator output

Commission Air Conditioner - \$150

• Inspect unit, run, check for proper water flow and cycling

Fill Fuel Tank – materials + \$25 flat fee

Cleaning Services

Interior clean - \$35/ft.

Exterior clean and wax – \$38/ft.

Exterior clean, wax, and interior detail - \$63/ft.

Compound, buff, and wax hull - \$75/ft.

Customer agrees that authorization for service work can be done over the phone or by email, and all safety items will be replaced at your cost.

(Initial for Approval) _____



2024 Spring Commissioning Terms

In consideration of payment of all fees, MLM Acquisitions, LLC d/b/a Moose Landing Marina, (the “Marina”) agrees to allow Owner dock space to moor the above listed vessel (“Vessel”) at a designated float, along with permission to use the adjacent areas, subject to the following terms and conditions (“Agreement”):

- Notice of Lien:** Owner acknowledges that pursuant to 10 M.R.S.A. § 1381 et seq. the Vessel, along with any motor, trailer, tackle, apparel, and furniture are subject to a lien to secure payment for all amount due to Marina under this agreement. Owner further acknowledges that services provided under this Agreement are necessary for either preservation of the Vessel or for its safe and effective operations. If Owner fails to pay full amount due within 30 days of the due date, Marina shall have the right to resort to all remedies granted under applicable law. Owner agrees that in the event Marina must pursue enforcement of the lien created by this paragraph, a “reasonable expense of the sale” under 10 M.R.S.A. § 1385 includes attorney fees accrued prior to the sale of the Vessel, including all legal fees incurred by Marina in any litigation to enforce this lien, where Marina is the prevailing party. Owner agrees to reimburse Marina for any other costs and attorney’s fees not otherwise awarded to Marina under statute incurred in the collection of payment under the Agreement.
- Bailment and Risk of Loss:** Owner acknowledges that Marina is not responsible for any damage to the Vessel including, but not limited to, vandalism, theft, fire, flood, explosion, hurricane, lightning, windstorm, earthquake, subsistence of soil, failure or destruction of supporting property or materials, discontinuance of power, governmental interference, civil unrest, war, work stoppages, or labor shortages. The risk of loss of the Vessel shall at all times remain with the Owner and the Owner agrees to carry insurance to cover all hazards and, in an amount, satisfactory to Marina. The owner agrees to have his/her boat properly registered, equipped, maintained and insured (including hull and liability insurance). The owner shall provide Marina with written proof of said insurance upon request in a form satisfactory to Marina. Owner acknowledges that nothing in this Agreement or in any dealings between the parties to this Agreement always constitutes or establishes a bailment and that, Owner shall have access to the Vessel consistent with the provisions in Paragraphs 1 and 3 and provided Owner provides Marina with reasonable notice should the Vessel be stored in an offsite location. The Owner shall be responsible for all damage the Owner or the Owner’s guest may cause in whole, or in part to other boats at the Marina, or to Marina facilities. Owner further agrees to indemnify and hold Marina harmless, including costs and attorney fees, from any liability arising from the Owner’s, or Owner’s guest’s use of the Marina and its facilities, including but not limited to, any expenses, costs, losses or third-party damage claims attributable in whole or part to Owner, or Owner’s guests.
- Work Authorization:** Owner agrees that authorization for service work may be accomplished over the phone or by email. All such work will be subject to the regular terms and conditions, including warranty disclaimers, as set forth on the work order. Owner further authorizes Marina to operate the Vessel or any part of the Vessel for purposes of diagnostic or performance testing, at Owner’s sole expense.
- Third-Party Contractors:** Before any work on the Vessel may be performed by the Owner or any third party engaged by Owner, such work and the party performing such work must be approved in writing by Marina. Any acquiescence on the part of Marina to work performed by the Owner or a third party shall not be construed as an approval of any other work performed by the Owner or a third party. The owner expressly grants Marina the right to restrict any third party engaged by the Owner from access to the Vessel in the event the contractor or agent is performing work on the Vessel not expressly authorized by Marina.
- Indemnity:** Owner agrees to abide by all applicable local, state, and federal laws and regulations with respect to any work performed by Owner or the Owner’s agents or contractors. Said laws include but are not limited to environmental regulations controlling the use and disposal of hazardous chemicals, regulations controlling the safety of Owner’s own workers, agents, and/or contractors, and any other permits or certificates to operate or perform work on the Vessel. Owner agrees to, to the maximum extent permitted by law, indemnify, hold harmless, and defend Marina from and against any and all injuries, losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys’ fees, suffered or incurred by Marina or its employees, that result from, arise out of or are related to Owner’s, or Owner’s guests’ or agents’, failure to abide by applicable local, state and federal laws and regulations or Owner’s, or Owner’s guests’ or agents’, failure to obtain any necessary permits or certificates, or otherwise abide by this Agreement.



6. **Savings Clause:** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such in- validity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
7. **Governing Law:** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Maine without giving effect to any choice or conflict of law provision or rule (whether of the State of Maine or any other jurisdiction). It is the intent of the parties to perform this Agreement in Cumberland County, Maine and the parties agree that any action in law of equity relating to this Agreement shall be brought in Maine Superior Court, Cumberland County. In the event jurisdiction is not found in Maine state courts, the parties agree that the action shall be brought in the United States District Court for the district of Maine, Portland.
8. **Amendment and Modification Waiver:** This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
9. **Disclaimer of All Warranties:** PURSUANT TO 11 M.R.S.A. § 2-719 AND ANY OTHER FEDERAL AND STATE LAW, OWNER ACKNOWLEDGES THAT MARINA MAKES NO WARRANTY WHATSOEVER EITHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO ANY PRODUCT OR SERVICES ENCOMPASSED WITHIN THIS AGREEMENT.

Seen and Agreed To,

Owner Signature

Date

Owner Name (please print)

All communications in either electronic or paper format from us to you will be considered 'in writing.'