

## **Mooring Inspection Authorization - 2024**

Name: \_\_\_\_\_

Mooring Permit Number(s): \_\_\_\_\_

*My signature below authorizes ORBY to inspect & repair my mooring(s) according to the Town of Chatham Mooring Regulations and based on current rates as detailed below + the terms of this document.*

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Signature

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Date

The estimate for this service is as follows:

Diver Fee / Barge Fee	= \$155.00
Labor	= \$135.00
Recording	= \$ 25.00 (complete, submit, file & log Town Paperwork records)
<b>TOTAL</b>	<b>= \$ 315.00 + any materials needed to bring mooring to compliance</b>

**Insurance/Liability:** ORBY requires that ALL boats berthed, stored, or being serviced by ORBY have an ‘all risk’ insurance policy active and in effect along with providing ORBY a yearly copy the boats Certificate of Insurance. Such policy must include hull insurance in an amount at least equal to the value of the boat and its contents, general liability, and protection & indemnity insurance with limits of at least \$300,000 per incident for other damages. ORBY, 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 Boatyard or in transit thereto and therefrom, or out of any condition within or around the Boatyard, unless due solely to gross negligence or willful misconduct on the part of ORBY, 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 ORBY is not liable for any loss, damage, or theft of the vessel, its equipment or any other property of the licensee. The owner or representative shall hold harmless and indemnify ORBY its officers, agents and employees from and against all liability, loss claims, damage & injury associated with the use of ORBY facilities, 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 owner or representative, any act or omission of any person operating, on-board, or visiting the boat, or any act or omission related to the boat.

**Payment Terms:**

Full payment is due upon work completion and receipt of invoice. Payments not received within 30 days will accrue finance charges at a rate of 1.5% per month. Additionally a \$39 late fee will be charged monthly during which no payments have been received towards outstanding balances. ORBY shall have statutory maritime liens (both state and federal) upon the boat, engine, and contents to secure any and all services and parts supplied to the owner/representative. ORBY retains the right to lock/secure the boat and prevent removal from ORBY property until all charges have been paid. Should ORBY pursue collection, all legal and other costs such as but not limited to storage fees & relocation fees associated with such activities shall be the responsibility of the customer.