**Application for License for Dinghy Tie-up at Town Float, Conomo Point**

Name of Boat Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Essex Residential Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ e-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Make of Boat: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Hull Identification No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Length, Color, Description of Boat: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, certify that the boat identified above is used to row (exclusively - boat never has a motor attached) to and from a mooring that is officially recognized by the Essex Harbormaster (mooring ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) in mooring area G, and that I reside in the Town of Essex (Town Clerk will verify residency by confirming that the boat owner has a valid resident or transfer station sticker).

I acknowledge and agree that the Town is making no representations or warranties, express or implied, as to the condition of the float or that it is fit for its intended purpose and that I am using the float at my own risk. I further acknowledge and agree that the issuance of a license does not constitute a reservation of space on the float, that use of the float is on a first come first serve basis and that I am not guaranteed that space on the float will be available at any particular time. I further acknowledge and agree that my use of the float is subject to all applicable statutes, bylaws and regulations and that I shall abide by all orders of the Harbormaster relative to my use of the float.

I acknowledge and agree that the issuance of this license is subject to my execution of the Release attached hereto. I agree to submit this application no later than April 1st with a payment of $50.00. Failure to do so will result in loss of a spot on dock.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

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On behalf of and under the authority of the Essex Board of Selectmen, I hereby approve the tie-up of the dinghy listed above for the purpose of rowing to and from the mooring listed above. Said boat shall never utilize a motor while the tie-up privilege is in place. The tie-up permit number is: \_\_\_\_\_\_\_\_\_\_\_\_.

The Board of Selectmen reserves the right to modify or revoke this license at any time, for any reason or no reason at all, including but not limited to if they become aware of circumstances not in keeping with the purpose or conditions herein and/or if the demand for space on the float by similarly-situated residents becomes greater than the available space (in which case the Board may consider modifying its tie-up policy). It is the responsibility of the license holder to keep the boat in good repair and bailed out. If the boat is posing a threat of damage to Town property and/or a public safety problem, the Town may remove the boat, at the owner’s sole cost and expense, after trying to make contact with the license holder using the information listed above. The boat must be kept off of the float itself must remain in the water or aground (low tide). This permit is valid for the dates between May 1st and October 15th. Dinghies attached to the dock prior to May 1st or after October 15th WILL BE removed and stored at owner’s expense.­­­­­­­­­­­­­­­

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Brendhan Zubricki, Town Administrator Date

**TOWN OF ESSEX**

**Release of Claims, Indemnity and Hold Harmless Agreement**

***\*\*\*Please read this document thoroughly before completing and signing\*\*\****

The Town of Essex (the “Town”) hereby grants to the undersigned \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Releasor”), a license to access the Town Float (the “Premises”), for the sole purpose of attaching a row boat to travel to and from an officially recognized mooring recognized by the Town of Essex Harbormaster, as more fully described in the License Application attached hereto.

Releasor hereby acknowledges and agrees that the Town is making no representations or warranties, express implied, as to the condition of the Premises or that they are fit for the intended purpose.

In consideration for a license to use the Premises, Releasor on behalf of himself and his heirs, successors, and assigns, hereby RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE the Town of Essex and/or its employees, volunteers, officials, boards, agents and representatives from any and all liability, claims, demands, actions and causes of action whatsoever, whether known or unknown, both in law or in equity, which he has or may have had from the beginning of the world to the date of execution of this Agreement, arising out of or related to the license granted herein, including but not limited-to any and all claims, demands, losses, costs, damages, liabilities and causes of action whatsoever arising out of or related to any loss, damage or injury, including death and including any damage or destruction of any property, that may be sustained by the Releasor.

Releasoragrees to be solely responsible for and to INDEMNIFY, DEFEND AND HOLD HARMLESS the Town of Essex, its agents, representatives, officers and employees, against any claims, demands, losses, costs, damages, liabilities and causes of action whatsoever by any other person, including damages, costs and attorneys’ fees, arising out of or related to the license granted herein including but not limited-to claims injury or death to persons or loss or damage to any property occurring as a result of or in any way related to the license granted herein.

Releasor agrees that it shall be solely responsible for and shall reimburse the Town for any restoration or repair of any and all damage to the Premises resulting from or in any way related to the license granted herein.

Witness my hand and seal this day of \_\_\_\_\_\_\_\_\_, 20 .

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (Signature) Name (Printed)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness (Signature) Witness (Printed)