

An orange life preserver with two white reflective stripes is floating in dark blue, rippling water. The preserver is positioned behind the main title text.

Understanding your Marina Operator's Legal Liability Policy

Coverage and Responsibilities

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Things that Drive Dan Crazy!



STUPID IS AS STUPID DOES

AND THAT'S ALL I HAVE TO SAY ABOUT THAT

Goals for This Session

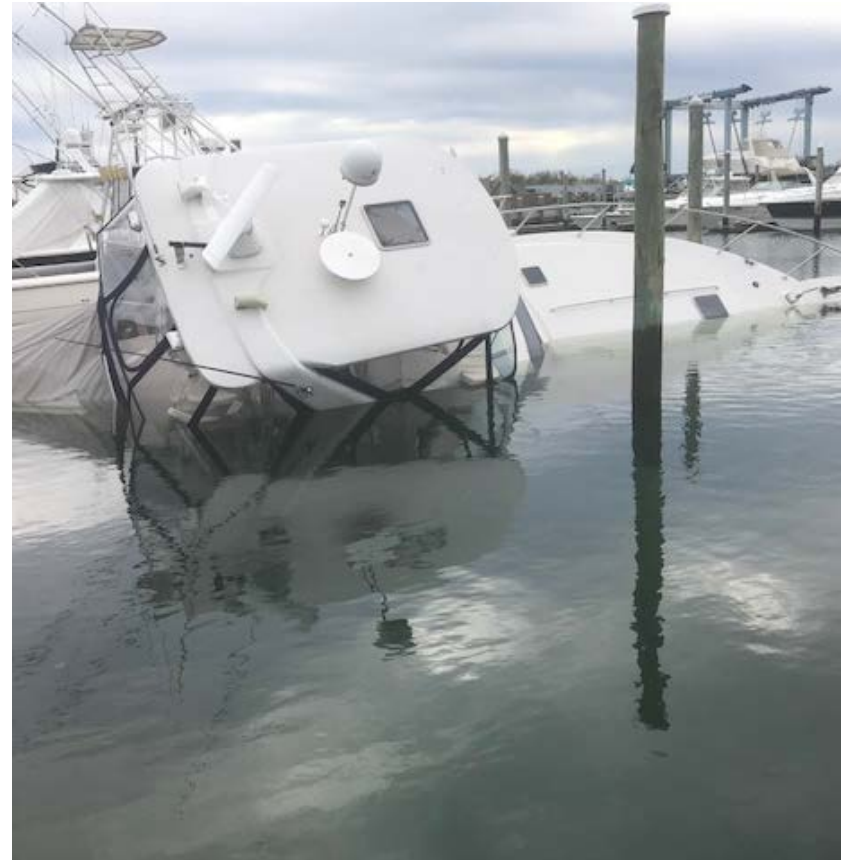
Understanding your MGL and MOLL

Understanding the Differences

What is Legal Liability?

Understanding Care Custody or Control (CCC)

Proactive v Reactive Protections



MGL or GL Coverage



What is it and what does it cover?

- MGL V GL
- Pay those sums which the Insured becomes legally liable to pay... "bodily injury" or "property damage" to which this insurance applies.
- Provides defense costs (generally outside the limit of liability) as long as the loss or action is not excluded

Common Exclusions

- BI or PD arising out of the use of the ownership, maintenance,, storage, use or entrustment of watercraft that is owned, leased, rented, chartered or operated by or rented by or loaned to any insured. This includes the operations of hauling or launching... (the exclusion does not apply while ashore on premises you own or rent)
- Damage to your Product or Work (unless provided by subcontractors)



MOLL Coverage

- Coverage for “Property Damage” to watercraft, including trailers and other appurtenances of others while in your care, custody or control.
- Listed operations (may or may not be applicable)

Covered Operations

- Repairs, alterations, maintenance or restoration of watercraft or vessels
- Storage of watercraft or vessels;
- Rental of moorings, slip spaces;
- Hauling out or launching;
- Fueling and miscellaneous servicing of a transient nature;
- Watercraft of others held on consignment for sale by you





Moorings

- Maintenance responsibilities clearly delineated
- Adherence to local ordinance
- Clear and well documented maintenance records



MOLL Exclusions

- Bodily Injury
- Your property
- Your property held for sale
- Property damage resulting from exceeding the lifting capacity of any machinery
- Autos and other mobile equipment, ATV's, snowmobiles, etc., unless endorsed for added coverage
- Delay or loss of use, loss of time, loss of charter or loss of market

Common MOLL Claims

- Hauling/launching
- Fire
- Theft
- Storage
- Fueling
- Storm/Wind
- Storm/Snow



Hauling & Launching

- Fork-lift operations
- Travel-lift Operations
- Trailering Operations





I grabbed the wrong lever



A Word About Transportation...



Fire

- Fire on a boat in your slip... MGL or MOLL?



Theft

- Outboards & GPS Theft
- Standards for Storage
- Storage Agreements & HHO's



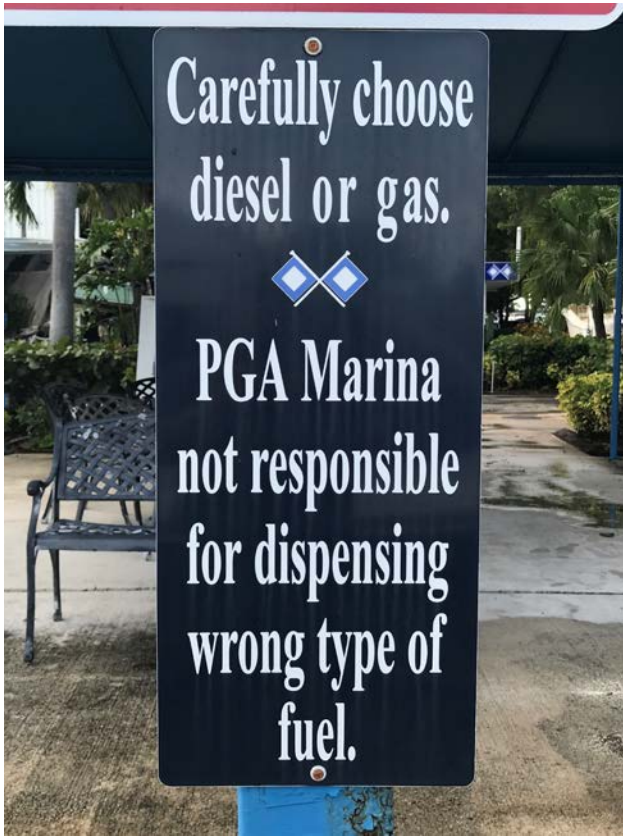
Storage

- TY 28
- Storage Agreements



MOLL?

Fueling



- NFPA 30A
- Proper Training
- Video/Audio and written records
- Preventative Maintenance



Storm/Wind



Storm/Snow



Proactive & Reactive Protection

Proactive Protection

- Contracts
- Insurance Requirements
- Signage
- Property Inspections
- Maintenance & Maintenance Logs
- Train...Train...Train
- Video & Cameras



Reactive Protection

- Event Logs
- Photos & Videos
- Statements
- Prompt Notice to Carrier (report only?)





Standards to Which You Will Be Held

- Hauling/Launching/Blocking
 - ABYC TY28
 - Brownell/Hostar Do's & Don'ts
- Fueling
 - NFPA 30A
- Fire
 - NFPA 303 & 30A
- Electrical
 - NEC 555 & Other local ordinances as applicable

November 1, 2020 and ending May 1, 2021, upon the following terms and conditions:

1. The rental for the term shall be \$ 700, payable in full at the time Anchor Marine receives the unit. **50% of total storage and winterization to reserve storage space, due with this signed contract. THE BALANCE IS DUE WHEN WE RECEIVE THE UNIT ON OUR PROPERTY, WHETHER VIA WATER OR TRAIERED IN.** Storage fees increase by \$100.00 if balance is not paid at that time. Then a (2) two percent monthly charge on the balance will be incurred after that. **Any storage beyond June 1st will be billed on a daily rate. (OWNERS INITIALS)** AM
2. Rental includes hauling out of the water by ANCHOR MARINE and launching by ANCHOR MARINE at ANCHOR MARINE premises. It does not apply to trailer units. Ignition and cabin keys must be left with the unit.
3. ANCHOR MARINE is not liable for loss of any property, any personal injury or death due to fire, flood, theft, vandalism, hurricane, tornado or any other cause whatsoever, notwithstanding that any such event may have been caused by the negligence of ANCHOR MARINE or any of its agents or employees and the undersigned customer releases, discharges and covenants not to sue ANCHOR MARINE, its officers, agents and employees, from any and all claims and liability arising out of strict liability or ordinary negligence of such parties which causes the customer injury, death, damages or property damage. The customer covenants to hold ANCHOR MARINE harmless and indemnify ANCHOR MARINE for any claim, judgment or expense which ANCHOR MARINE may incur arising out of the customer's activities or presence on ANCHOR MARINE's property. The customer further agrees to save, indemnify and hold harmless ANCHOR MARINE from any claims or damages whatsoever by reason of injuries, death, damages incurred by any guest or invitee of the customer and with respect to any property damage or loss sustained by any guest or invitee of the customer. The customer further hereby waives any right of subrogation on behalf of itself and all parties that may derive rights through the customer as a result of any injuries, death, damages or property damage with respect to which the customer may have become liable.
4. If the customer fails to pay rent due hereunder, occupancy rate, or to remove the unit as required hereunder under the terms hereof, the customer shall be liable for all rentals due and additional costs and expenses incurred by the reason of the customer's default, and further will pay to ANCHOR MARINE reasonable attorney's fees incurred by reason of the customer's default. Units are subject to additional charges for storage beyond contracted period stated above.
5. It is also understood and agreed that all storage and all other charges are to be paid when due. No unit will be launched while any moneys are due under this agreement, or any other outstanding balances.
6. This contract is valid only with the current owner and becomes void upon change of ownership.
7. Unit launching will be done by appointment only. These will be taken on a first come first serve basis.
8. There is to be **NO SANDING OR PAINTING OF ANY KIND** of any units. Owner will be held responsible for any damage, overspray, cleanup or violation of NYS laws etc. associated with any work done by the owner or his representatives that impacts either the neighboring units or Anchor Marine property.
9. No "For Sale" signs are allowed on units, any change of ownership must be reported to Anchor Marine immediately.
10. Moving of units at customer's request will result in a minimum \$50.00 charge. Charges may be higher.
11. **ANY VESSEL THAT DOES NOT COMPLY WITH D.E.C. RULES WILL NOT BE LAUNCHED.**
12. **ANY UNIT WITH AN I/O (MerCruiser, OMC or Volvo), MUST HAVE AN OUTDRIVE LOCK OR ONE WILL BE INSTALLED FOR \$40.00.** We recommend removing loose items, all electronics and props prior to winter storage.
13. ANCHOR MARINE will not be responsible for any shrink wrap related damage (IE: wind, ice, abrasion, mold etc).
14. This contract covers rental of storage space only. Any work other than routine cleaning and preparation, or work by outside vendors must be authorized in writing by ANCHOR MARINE. Additional fees may apply for workspace.
15. **All units must be and remain fully insured with minimum general liability coverage of \$300,000 and current policy information provided to lessor. Any unit left at Anchor Marine without a fully completed, signed and fully paid contract may be deemed to be abandoned on our property. The non-contract storage charges are \$35.00 per day**

A Few Words About Contracts...

- Keep them Current
- Make sure they are signed (perpetual/annual renewal contracts)
- Plain Language
- Required for ALL vessels in your CCC
 - Storage/dockage/service & repair
- HHA's

Hold Harmless Agreement (HHA)

- **Hold Harmless.** Each Unit Owner and Unit Assignment Assignee hereby releases and agrees to indemnify and hold the Association harmless for any and all liability for personal injury, loss of life or property damage arising out of the ordinary negligence of the Association or its employees or agents in connection with: (1) the Association premises or the use of storage space; (2) the Owner's or Assignee's boat, motor, accessories or contents while on the premises; (3) fire, theft, vandalism, collision, marina equipment failure, windstorm, rain, hurricane or other casualty loss; and (4) the use of Association property including, but not limited to a forklift or other equipment necessary for the operation, use or maintenance of the Association.

Settlement Challenges

- ACV v RC
- Current Market Value v Insured Value
- Costs of Defense
- Future damages



Bottom Line...

It's...

Your reputation

Your Premium

Your coverage



Questions?



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