

SUMMER SLIP CONTRACT 2015

TERM: The term for dockage or mooring shall commence on **April 15, 2015** and shall terminate on **October 15, 2015**.

FEES AND CHARGES: **Deposit of \$300.00 required with contract by Dec.1, 2015 with balance divided into three installments as follows: January 1, 2015, February 15, 2015 and March 15, 2015. In addition, if you require the use of power (for heat/AC or refrigerators; battery charging only no fee) there will be a one time fee of \$150.00.**

Slip cancellations prior to March 1st are entitled to a refund, less the deposit plus \$50 fee. Cancellations after March 1st will automatically forfeit all slip rental fees. **Please Note: If February slip payment is not made, you will forfeit your slip unless other arrangements have been made.** *All unpaid charges are subject to a service charge of one and one-half percent (1 ½) of the amount due per month, and Lessee agrees to pay any and all of Lessor's attorney's fees and costs of collection should collection action be required.* No boats will be launched until all fees are paid. **SLIP RENTALS ARE SUBJECT TO 6.35% CONNECTICUT SALES TAX.**

APPROVAL. Lessor reserves the right to not accept any application and reassign slips as deemed necessary. Approval by Lessor of a dockage or mooring agreement does not constitute an agreement by the Lessor to provide winter storage space in the future. In the event that Lessor does not accept this application, Lessor agrees to return all funds accompanying this application and Lessor shall have no further obligation.

TERMS AND CONDITIONS. In the event that the application is accepted by Lessor, the following terms and conditions shall apply:

- (a) No boats occupying moorings will "tie up" at dock for any reason without the prior permission of Lessor.
- (b) All vessel owners shall maintain all necessary insurance to protect their boats and the contents therein during the term of this agreement.
- (c) Boat owners will not be permitted to sub-let or re-assign a dock slip or mooring for any reason. **If you are going to leave the dock for more than one night, the office must be notified or slip may be rented out.**
- (d) **Dinghies** shall be stored in designated area when not in use. Please supply dinghy info
- (e) No dock boxes or other personal belongings may be stored on the dock or in the parking areas without permission. Areas around boats must be kept clean or the yard will clean up at the owner's expense. **OIL OR OTHER CONTAMINANTS ARE NOT TO BE DISPOSED OF ANYWHERE AT THE YARD.**
- (f) Lessee agrees to abide by all other Marina rules and regulations that shall be posted for the safety and convenience of all parties.
- (g) Lessor assumes no responsibility for any damage to boats due to weather, fire, or vandalism and Lessee agrees to indemnify and hold Lessor harmless from any claims for said property damage.
- (h) Mobile homes, trailers or large construction trucks are not allowed at any time.
- (i) **Only boats registered for use by contract are allowed**

Responsibility: The granting of any storage space, launching service, mooring, slip or dock space, tie-up privilege, towing, hauling, or moving, afloat or ashore, or any service whatsoever granted by the Yard shall be accepted with the distinct understanding, and the Owner hereby agrees, that neither the Yard nor any of its directors, officers, shareholders, employees, or agents assume any responsibility whatsoever for the safety of any vessel at the Marina, either ashore or moored in the vessel basin or adjoining waters or during launching, hauling or lifting operations, and none of them shall be liable to the Owner or any person claiming by, through, or under him for fire, theft, or any damage whatsoever to any such vessel, its equipment, or any property or the person of the Owner, his family, employees, guests, or invitees however caused.

The Owner hereby releases the Yard and its agents, directors, officers, shareholders and employees from any and all claims, actions, judgments, costs and expenses which the Owner at any time may have for damage to the property of and/or injuries to the owner, his family, employees, agents, guests or invitees. In addition, the owner agrees to indemnify and hold harmless the Yard and its agents, directors, officers, shareholders and employees against any and all liability, loss, damages, claims, suits, judgments, costs and expenses, including attorneys fees, resulting from and arising out of property damage and/or personal injuries caused by the Owner, His family, employees, agents, guests or invitees.

The Owner agrees that any granting of storage space and launching service shall constitute a rental of space only. No bailment of any kind is intended or created either express or implied. The Owner further agrees that all risk or loss, damage or destruction of said vessel, its equipment, or other property of the Owner shall at all times be borne by the Owner.

No terms or conditions herein may be changed or modified unless in writing, signed by the Parties.

By electronically signing our online form, you acknowledge and agree that you have carefully read the entire application for mooring or dockage and understand its terms and conditions, and if your application is accepted, agree to abide by all of the provisions.