

Eastport Marina

50 South Bay Avenue

Eastport, NY 11941

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Please Print

Name: _____ Boat Name _____
 Address: _____ Boat Year/Make _____
 City, St. _____ Length _____ Beam _____
 Home # _____ (Beams 15' to 17' \$250.00 additional/over 17' rate available)
 Bus. # _____ Overall Length _____
 Cell # _____ NYS Reg # _____
 E-Mail _____ Insurance Policy # _____

CONTRACT PRICES

Winter Storage Yes No 11/01/08 – 4/30/09 Length x \$31.00 + Tax <i>Includes: Haul, Power Wash, & Launch</i> 50% Deposit due upon receipt of boat in yard Balance due By January 1, 2009	Summer Dockage Yes No 5/01/09 – 10/31/09 Overall Length x \$115.00 (20 ft. Minimum) Hydrohoist Dockage Yes No Overall Length x \$150.00 50% Deposit due by Dec. 1, 2008 to reserve a slip. Balance due by April 30, 2009.	Year Round Contract Yes No 11/01/08 – 10/31/09 Overall Length x \$133.00 50% Deposit due by November 15, 2008. Balance due by January 15, 2009.
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Remove Canvas Yes No <i>Billed hourly @ \$75.00 hr, ½ hr min.</i>	Reinstall Canvas Yes No <i>Billed hourly @ \$75.00 hr, ½ hr min.</i>	
Shrink Wrap Yes No Up to 23' \$14.00 ft. 24' – 30' \$16.00 ft. 31' – 40' \$19.00 ft. 41' & over \$22.00 ft.	PWC/Jet Ski Yes No \$800.00 season Electric A/C – Refrigerator \$225.00 Yes No Bottom Paint @ \$10.00 ft. Yes No Hull Wax @ \$10.00 ft. Yes No (rub rail down, excluding swim platform) Complete Detail (Estimate) Yes No Trailer Storage \$200.00 season Yes No	
Access Door \$25.00		

Haul Date _____ Launch Date _____
 Slip # _____

YARD SERVICES

Short Haul \$6.50 ft.	Power Wash \$2.50 ft.	Equipment usage \$100.00 min. per lift
Long Haul & Block \$10.00 ft.	Yard Labor \$75.00 hr ½ hr min	Pick up/Delivery \$100.00 hr./min. 1 hr

SAVE ON A YEAR ROUND CONTRACT

OFFICE USE ONLY

2008/09 W/S Inv # _____ 2009 S/D Inv. # _____ 2008/09Y/R Inv # _____
 Amount Rcv'd _____ Amount Rcv'd _____ Amount Rcv'd _____
 Date _____ Date: _____ Date _____

TERMS AND CONDITIONS OF AGREEMENT

By signing this agreement, Owner requests lessor to provide storage/dockage of the type and for the vessel identified above, for the period and on the terms specified. Subject to the Owner's payment of the charges specified and the following terms and conditions agree to provide such storage/dockage to Owner.

1. Storage/Dockage agreement shall apply solely to the vessel and Owner identified above and Owner may not assign, sublease or transfer this agreement to any other person or vessel, nor shall Owner exchange with any other Owner, such storage space as designated by Lessor.
2. Lessor shall designate the area and space of storage assigned to the vessel. This area may be changed, moved or transferred only by the Lessor. The Marina reserves the right to reassign slips.
3. The rates specified in this agreement are solely for the storage/dockage of the type indicated and do not include any repairs, winterization, recommissioning, covering, uncovering, blocking or cleaning work.
4. **Electric use on unoccupied boats in the yard for storage is prohibited.**
5. It is the owner's responsibility to remove the bilge plugs from the boat for land storage.
6. Holding tanks must be emptied prior to haul out for land storage, if not additional fees will apply.
7. Owner shall remove the vessel from storage/dockage on or before the termination date of this agreement. Any vessel not so removed may be removed, relocated and/or stored at Owner's expense at the prevailing posted rates.
8. ***Boat owners are not permitted to engage outside contractors or service men to work on their boats while at the Marina. We reserve the exclusive right to perform all services on boats docked or stored in the Marina other than work performed by the boat owner personally. Any specialty work that needs to be performed on boats, must be arranged/cleared by the Marina office prior to start of work.***
9. Owner agrees that Lessor may take such actions and complete such emergency repairs as may become necessary to save and protect the vessel from damage or destruction without Owner's knowledge or consent, but at Owner's expense. Owner agrees to reimburse Lessor at Owner's expense. Owner agrees to reimburse Lessor for such emergency repairs and service at Lessor's normal contract rate.
10. The vessel shall not be offered for sale by Owner while it is on Lessor's facility. No "For Sale" signs or other signs shall be placed on vessel, nor prospective buyers be allowed to use Lessor's facilities for visitation or demonstration purposes unless a valid contract to broker the vessel has been executed with Lessor.
11. No person other than the Owner or his immediate family or person in company with the Owner will be allowed aboard the vessel while in storage, unless Owner notifies Lessor in writing and gives consent for such other persons to board the vessel.
12. No obstruction of any type will be allowed on docks. Dock boxes may be permitted with approval from the office. Owner shall at all times keep his vessel and his storage space clean and free of debris or any conditions that may be dangerous to the health, safety or well-being of any person. No flammable or hazardous substances may be kept in or around the storage area or on the vessel, and any condition in or around the vessel which constitutes a fire hazard, health menace, or nuisance shall be corrected immediately by the Owner. If Owner should fail to do any of foregoing, Lessor may take such steps as necessary to remove the hazard or correct the condition and charge the expense thereof to the Owner.
13. Owner shall comply with all laws, ordinances, rules and regulations of the State of New York that may pertain to the dockage, storage or operation to the vessel, and such regulation as Lessor may introduce from time to time. Any violations shall be corrected by Owner.
14. All storage/dockage charges shall be paid prior to departure of the vessel from Lessor. Lessor shall have a lien upon the vessel, its contents, and equipment, wherever such vessel may be located, for any storage, dockage or service bills not paid.
15. All bills must be paid when due or the marina reserves the right to haul the boat at owner's expense. The customer will be responsible for late charges at the rate of 2.08% per month on the amount outstanding, plus any additional costs of collection, including attorney's fees.
16. Payments for storage/dockage are non-refundable. Lessor reserves the right to reject any contract application on the basis of the condition of the vessel.
17. All bills are payable when due. If boat shall be launched the same day as the bill is paid or if request is made to remove the boat from the yard the same day as the bill is paid, such payment shall be made by cash or certified check only. If a personal check is submitted, launching or removal shall take place only when bank verification has been obtained that the check has cleared.
18. All Reasonable precautions will be taken by Lessor to secure boat owner's property and safety. However Lessor assumes no responsibility for loss or damage due to storm, fire, theft, vandalism, wildlife or any other cause, and the boat owner agrees to hold Lessor free and harmless in the event of such occurrences. Facilities are leased with the understanding that Lessor is not liable for property damage or bodily injury. Boat owners are advised to protect themselves with adequate insurance.

19. It is advisable to provide the Marina with a duplicate set of cabin and ignition keys. Boats will only be boarded by Marina Personnel for emergency service, otherwise, only with permission of the boat owner.
20. The Marina reserves the right to properly tie up, pump out or otherwise secure any boat at the dock which it feels is improperly secured. Labor for such services will be charged to the boat owner.
21. The Marina reserves the right to use or rent any vacant berth in absence of the regular boat owner. OWNERS MUST NOTIFY THE OFFICE OF ABSENT PERIODS.
22. Discharge of toilets, oil or dumping or refuse in Marina area and waters is STRICTLY PROHIBITED.
23. Swimming, diving or fishing is not permitted from the docks or boats in the Marina.
24. The use of open flame cookers is not permitted outside of boats in the Marina. Please use barbecue grills in designated areas
25. Children and pets must be controlled to insure the peace and privacy of other Marina occupants. Owners must clean up after their pets.
26. All storage/dockage shall be at the sole risk of the Owner and Owner shall at all times maintain liability and casualty insurance coverage's on the vessel, property thereon, and activities in connection therewith. Lessor shall not be liable for and is hereby released by Owner for all claims of damage or loss to the vessel or Owner due to fire, theft, collision, or other casualty to persons or property.

It is recommended you maintain property insurance on your boat, as we are not responsible for loss or damage caused by wildlife, weather or by any other uncontrollable circumstances.

I HAVE READ THE ATTACHED CONTRACT AND AGREE TO THE TERMS AND CONDITIONS SET FORTH WITHIN.

Signature: _____ **Date:** _____