

WESTERLY MARINA, INC.

A Home For Your Boat

REPAIRS
SLIP RENTALS
STORAGE

7 WESTERLY ROAD OSSINING, NY 10562
TEL. 914.941.2203 • FAX 914.941.1251
www.WesterlyMarina.com

DOCK RENTAL AGREEMENT

OWNER _____
ADDRESS _____ CITY, STATE & ZIP _____
HOME _____ CELL _____ WORK _____
E:MAIL _____ C.C # _____ EXP. DATE _____
MARINE INSURANCE CARRIER _____
NAME OF BOAT _____ REG # _____ L.O.A. _____
TYPE OF BOAT _____ # OF ELECTRIC LINES _____

- ◆ Season Dock Rate – April 15th – October 15th \$ _____ Per Ft. of Slip or LOA Yards Discretion
- ◆ Deposit Required With Reservation. Balance Due Before April 1st.
- ◆ An Additional Charge Per Day Will Be Made On Boats Left after October 15th
- ◆ Dockside Electricity Is Extra. Pricing On Request, Billed June 1st.
- ◆ Water, Garbage Disposal, (As Permitted By Law) Boat Owner Parking And Rest Rooms, Are Complimentary Services. Pump Out, Ice, Gas, And Diesel Are Available.
- ◆ This Reservation Is Not Binding Until Complete Storage Is Paid And Signed Acceptance Is Returned By The Owner. All Boats Must Have A Valid Registration Number And Name. It Is Further Understood That All Boats Must Have A Full Marine Insurance Policy, (Hull Coverage As Well As Indemnity And Liability) In An Amount Not Less Than \$300,000. Tenant On Behalf Of Himself, His Guests, Invites, Employees, Successors And Assigns, Release And Discharges Landlord From Any And All Responsibility Or Liability.
- ◆ Any Granting Of Dockage Or Facilities Hereunder Is With The Distinct Understanding And The Applicant Further Agrees, The Westerly Marina Inc. Assumes No Responsibility Whatsoever For The Safety Of Any Vessel Or Vessels Docked In The Boat Basin And Will Not Be Liable For Fire, Theft, Or Damage To Said Vessel, Its Equipment Or Property In Or On Said Vessel.
- ◆ The Applicant Further Agrees That He And His Guests Will Abide By All Fleet Rules And Property Rules Made By WESTERLY MARINA INC. Management For The Safety, Convenience And Pleasure Of All Boat Owners. A Copy Of The Rules Will Be Given With Your Contract.
- ◆ The Applicant Must Fully Realize That The Facilities Of WESTERLY MARINA INC. Are Designed And Built For Convenient All Weather Operation And Berthing Of Boats. Boat Owners Will Bear In Mind And Make Clear To Their Guests That Every Person Using Dock And Walkways Must Exercise Caution And Common Sense. Guests May Use Marina Facilities Only When Accompanied By A Member. Applicant Agrees When Signing That He Or She Is Fully Responsible For The Safety And Behavior Of Said Guests.
- ◆ WESTERLY MARINA INC. Reserves The Right To Forfeit The Applications Reservations For Violation Of Fleet Or Property Rules Or Misconduct.
- ◆ Transferring Or Subletting Of Slips Is Not Permitted. Slip Is To Be Used Solely By The Applicant. No Commercial Use Allowed.
- ◆ All Payments For Slip Rental And Or Mooring Fees Are Final And Not Refundable.
- ◆ Management Reserves The Right To Use Dock Space During Owners Absence. Boat Owners Must Notify WESTERLY MARINA INC. On Leaving And Returning.

◆ Applicant Shall Deliver To WESTERLY MARINA INC. The Combination And Or Duplicate Keys Required To Access And Operate Said Vessel. WESTERLY MARINA Or Its Agents Are Permitted To Access Said Vessel If It Is Determined That A Fire Or Safety Issue Is Present And Or In An Emergency Situation. In An Emergency Situation, WESTERLY MARINA INC. May, But Shall Not Be Obligated, To Move Applicants Vessel To A Different Location In the Marina If In Sole Discretion Of WESTERLY MARINA INC. Such A Move Is Warranted By Prudent Seamanship For The Protection Of The Permitted Vessel, Other Vessels Or The Marina.

◆ Any And All Vessels In The Slip are Required To Comply With All U.S.C.G. Regulations For Recreational Boats.

◆ Dropping Anchor In Marina Is Prohibited Except In An Emergency.

◆ Boats In Need Of Pumping Will Be Pumped In An Emergency At Managements Discretion And Owner Will Be Billed Accordingly.

◆ Any Condition Aboard Or Around A Boat Declared A Fire Hazard Will Be Removed Immediately By Management.

◆ Worn Or Inadequate Dock Lines Will Be Replaced And Charged To Owner.

◆ No For Sale Signs Are Permitted Without Approval Of The Management.

◆ Tires Are Not Permitted As Fenders.

◆ Runways And Boardwalks Around Slips Must Be Kept Clear At all Times. Supplies, Dinghies, Etc., Must Not Be Left There. Small Tenders And Rowboats are Permitted Only In Designated Areas.

◆ All Storage Charges And Or Repair Charges Must Be Paid Before Launching.

◆ Speed Limit In Basin And Parking Lot Must not Exceed 5 miles Per Hour.

◆ Service Float Is To Be Used Only For Launching, Discharging Of Passengers, Sale Of Gasoline, Diesel, Supplies, And Materials. Dinghy Must Not Be Left There.

◆ Note: It Is Understood By Boat Owners Of The WESTERLY MARINA INC, That One Of Activities Of Said Marina Will Be "YACHT BROKERAGE". It Is Expected That Those Desirous Of Selling Their Boats Will Avail Themselves Of This Service. A 10% Yacht Brokerage Fee Will Be Charged.

◆ It Is Further Expected That If A Boat Is Listed With Other Brokers And Said Brokers use The Facilities Of WESTERLY MARINA INC. For Consummation Of A Sale, Said Brokers Co-broke With This Brokerage. A 5% commission Will Be Charged For All Boats Sold From Premises.

◆ In Order To Maintain Reasonable Rental Fees, We Request That all Paint, Material, And Marine Hardware Be Purchased Through The Yard. Owners May Do Their Own Work, (Except Bottom Painting And Shrink Wrapping), On Their Boats But May Not Hire Any Outside Contractors Without The Permission Of The Management All Outside Contractors Must First Register In Office And Supply A Certificate Of Insurance.

◆ WESTERLY MARINA INC. Shall Have A Statutory Maritime Lien (State And Federal) Upon Permitted Vessel, Its Motor, And Other Attached Equipment, To Secure The Payment Of Any And All Services And Materials Supplied To Applicant By WESTERLY MARINA During The term Of The Lease And Amounts Due And Owing WESTERLY MARINA INC. Pursuant To This Agreement, Applicant Agrees To Reimburse WESTERLY MARINA, INC. For Reasonable Attorney Fees, Disbursements And Costs Relating To A Suit Or Other Collection Efforts By WESTERLY MARINA INC. Against Applicant To Collect Any Amounts Due Under This Agreement, Including Any amounts Due And Secured By The Liens Described In This Paragraph.

DATE _____ SIGNED _____

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WESTERLY MARINA, INC.