



JONES INLET MARINE

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www.jonesinletmarine.com

SUMMER DOCKAGE/WINTER STORAGE POLICIES

| | | | | |
|--|--|-------------------|---------------|--|
| OWNERS NAME | | | VESSEL NAME | |
| STREET | | | VESSEL MAKE | |
| CITY | | | VESSEL LENGTH | |
| STATE | | EMAIL | | |
| ZIP | | Slip Number: | | |
| HOME PHONE | | CELL PHONE | | |
| TOTAL: | | | | |
| <input type="checkbox"/> Finger Slip | | \$ 100.00 per ft. | | <input type="checkbox"/> Jet Ski or Jet Boat |
| <input type="checkbox"/> Side Tie (under 20ft Limited Space Available) | | \$ 85.00 per ft. | | <input type="checkbox"/> Winter Storage |
| | | | | \$ 800.00 per Ski |
| | | | | \$ 35.00 per ft. |

This contract is by and between Jones Inlet Marine, LLC., (hereinafter called the MARINA) and _____ (hereinafter called "Boat Owner"). The parties agree that all oral or written agreements, whether expressed or implied, on the subject of this contract have been incorporated into this written agreement, and no other additional representations, terms or contract conditions are applicable to this agreement. The parties further agree that this agreement shall not be modified, altered, amended or suspended in anyway, except in writing and signed by both parties.

- Boat Owner hereby leases from MARINA accommodations for dockage and/or winter storage at a slip and/or on land, as indicated in the application signed by the Boat Owner, to be used and occupied by the Boat Owner and immediate family only.
- The Boat Owner agrees to pay the sum stated as rental (as set by the MARINA for the instant year, the terms of which are incorporated herein) for the use of the marina accommodations for the period beginning April 15 and ending October 15, or beginning October 15 and ending April 15, as designated by the signed application. Said period being the seasonal year for which this agreement is made.
- Boat Owner agrees to abide by the conditions set forth in the MARINA policy which the boat owner acknowledges receipt of. Violation of which shall give the MARINA right to cancel this agreement without further liability to or obligation to make any refund to Boat Owner. The MARINA shall cancel this agreement by notice in writing mail to Boat Owner's last known address, whereupon Owner agrees that if his vessel and property are not removed within ten (10) days after said mailing, the boat owner acknowledges that it will be charged a daily rate for storage and/or the MARINA shall have the right to remove the same, at the expense of the Boat Owner, and without any liability on the part of the MARINA.
- Boat Owner herewith grants to the MARINA, the right to move the Boat Owner's vessel for reasons of boatyard operations, security and/or of the safety of the vessel at any time necessary. Boat Owner is not guaranteed a specific slip.
- It is understood and agreed that the MARINA assumes no responsibility for the safety of Boat Owner, guests, or any vessel moored or docked in the marina, nor will the MARINA be liable for fire, theft, burglary or damage to any vehicle, vessel, equipment, locker and/or property of the Boat Owner or of any guest except as may be caused by the gross negligence of the MARINA and its employees.
- The registered owner of the vessel and the individual signing the agreement shall be personally liable under this agreement for any obligations under this agreement and for any service or repair to the vessel.
- The MARINA reserves the right during the terms of this agreement to temporarily or permanently dock the Boat Owners vessel in any slip other than the one assigned to the Boat Owner or to move the vessel and/or re-block the vessel without rebate or penalty.

FINANCIAL

- SLIP FEES AND WINTER STORAGE FEES ARE NON-REFUNDABLE.
- Balance of slip fee must be paid as required as required by the SUMMER DOCKAGE and/or WINTER STORAGE CONTRACT. The MARINA reserves the right to haul any boat found in the wrong slip or whose slip fee or outstanding invoices have not been paid, at owner's expense. If MARINA elects not to haul vessel, vessel will either be chained to dock, disabled or both. Invoices will be mailed monthly and are due when rendered. A service charge of 1.5% per month, (18% annually) will be added to balance 30 days past due from the date the invoices are mailed out. This service charge will be STRICTLY ENFORCED.

SLIPS

- In the event of the temporary absence of any vessel from its dock, mooring or wharfage space assigned, MARINA reserves the sole right to let or lease said space to transient vessels and to collect for itself daily dockage. Boat Owners are required to advise the General Manager on your departure and return dates to avoid confusion.
- All slips assigned are not transferable.
- Names of captain or mates of yachts must be recorded with MARINA.
- Dock boxes will be sold to our customers and are the only ones approved for use in the marina.
- No other materials shall be kept on the dock floats.
- No carpeting shall be tacked to dock or anything nailed to the docks.
- No painting of hulls or topsides in slips permitted.
- Owners and their guests are the use the MARINA's shore side toilets. No discharges of heads are allowed in the marina. No emptying of port-a-potties in MARINA toilets permitted.
- Laundry shall not be hung on boats, docks or finger piers in the MARINA.
- Slips are charged by length overall of boat

ELECTRIC

21. All owners are to be advised that meters are installed and there will be minimum electric charge for meter reading at each slip. Electric included for summer dockage. Winter electric will be billed separate from slip meter.

BOATS

22. It is required that the ignition key and companionway key/combination be left with the MARINA's General Manager.
23. In the event of a severe storm Boat Owner and MARINA agree the MARINA shall not be liable for loss or damage, to property or person in the event of acts of God, storms, floods, high winds, gales or expense, to protect property of the Boat Owner and the Marina. Decision to haul will be at the discretion of the MARINA's General Manager and the hauling of the vessel is at the expense of the owner. The Boat Owner understands that no facility can guarantee/warranty safety in abnormal weather conditions (e.g. flood tide, gale winds, high waves).
24. All owners are responsible for keeping their dock lines and fenders in good order and are responsible for any damage caused by breakage or loosening due to improper tying. BOAT OWNER IS RESPONSIBLE FOR SUPPLYING LINES AND FENDERS.
25. All electric lines and adapters are owner's responsibility.

BOATYARD SERVICE

26. All services performed on vessels to be accomplished by MARINA personnel or by MARINA authorized subcontractors. Any subcontractor performing work on any boat must have current insurance policy filed with the Marina. All work performed below water line must be performed by the Marina. All bottom work supplied through the Marina is in accordance with United States Environmental Protection Agency and New York State Department of Environmental Conservation regulations and standard.
27. Any services performed in the MARINA will be performed only upon the completion of a signed work order by the Boat Owner.

MARINA

28. No charcoal grills are to be used in the MARINA. No personal grills are authorized.
29. The MARINA has a Yacht Sales Office. Only authorized "For Sale" signs are allowed. If your boat is for sale, please list it with the MARINA's Office.
30. Pets must be on leashes.
31. Boat Owner is responsible for cleaning up after pets and must use grassy areas.
32. No one is permitted in the work areas or fuel dock. Any children in the MARINA must be accompanied by an adult at all times.
33. The MARINA is not responsible for interruptions in electrical service.
34. All boats must be removed from the MARINA by October 15 for Summer Dockage or April 15 for Winter Storage, of the current year. If no arrangements have been made for winter storage or moving the boat, holdovers will be charged at the current transit rates.
35. Boat, motors, trailers and all personal property stored will be assessed a storage fee.
36. All trash is to be deposited in dumpster provided by MARINA.
37. No Boat Owner may, without the written consent of the MARINA, permit any person other than a member of his immediate family to stay on board his vessel in his absence. Further, if the MARINA, at any time discovers persons aboard (owner, family or other wise) who, in its sole judgment, are under person(s) and the vessel from the MARINA. No live-aboards are permitted in the Marina. The longest stay permitted on a vessel in the marina is two weeks in anyone month.

INSURANCE

38. The owner warrants and covenants that are the inception of this contract and at all times (including holdovers) during the contract period while the Vessel uses or occupies any facilities of the MARINA, the Vessel shall be covered by adequate Hull Insurance in an amount equal to at least eighty percent (80%) of its current value, and shall be covered also by usual forms of protection and indemnity insurance for all non-collision forms of damage caused by the Vessel or those abroad in the amount of at least \$100,000 per person and \$300,000 per incident, protecting the Owner and the MARINA against claims, demands, suits and judgments in said policy amounts for claim arising within the coverage of said policies. All such insurance shall be written by marine insurance companies duly qualified to do business as insurance companies in New York, and said policies shall provide that the MARINA shall be entitled to at least (30) days notice prior to any cancellations thereof. All insurance covering said Vessel shall contain provisions which deny to the insurer any rights of subrogation against the MARINA, and shall provide that the MARINA shall not be barred from making claim against said policies by reason of being an otherwise covered party under said insurance, to the extent that the vessel shall cause damage to facilities or persons at said MARINA. The Owner shall provide the MARINA with a Certificate of Insurance made out to Jones Inlet Marina at time of contract. Further, the Certificate of Insurance will state that the insurance provider is to notify MARINA of policy cancellation within 30 days.

MISCELLANEOUS

39. Parking is permitted in authorized areas only. Unattended vehicles in drop-off areas are subjected to be towed at the owner's risk and expense.
40. No swimming anywhere in the MARINA, or from floats, docks or bulkhead is permitted.
41. Shoes should be worn at all time when walking on the Marina property.
42. No fishing or crabbing from floats, docks or bulkhead is permitted.
43. Boat Owner represents that he is the sole owner of the boat, including all gear, rigging and equipment. He represents that the boat is documented with the Coast Guard/or is currently registered with the Department of Motor Vehicles. Further, Boat Owner is to provide copy of ether documentation or registration upon signing of contract with MARINA.
44. Boat Owner agrees to provide the following items with this Agreement.

INITIAL

- A. Copy of the Boat Registration or Documentation Papers _____
- B. Certificate of Boat Insurance _____
45. This Agreement is non-transferable.
46. If the MARINA requires the assistance of an attorney to enforce any provisions of the Agreement, Boat Owner agrees to pay the attorney's fees.

I have read the above and agree to the Policies of Jones Inlet Marina as outlined in this Agreement:

Customer Signature: _____ **Date:** _____

Print Name: _____

Approved By: _____ **Date:** _____