

VILLAGE OF NYACK MARINA (the “Marina”)

2023 EARLY SPRING BERTHING SPACE AGREEMENT

Striper Season \$300 fee

Boats must be out of the Marina by April 28, 2023 – no exceptions!

NAME: _____ (the “Owner”)
(Print Owner’s Name)

ADDRESS: _____
(Residence)

PHONE CONTACT:
Home _____, Cell: _____, Other: _____

EMAIL(S):

VESSEL NAME: _____

REGISTRATION OR OFFICIAL #: _____

MANUFACTURER: _____

MODEL: _____

YEAR: _____ LOA: _____ BEAM: _____

STATE VESSEL REG, or C.G. DOC #: _____

CONTRACT MUST BE COMPLETED IN FULL (INCLUDING ALL PHONE, REGISTRATION/DOCUMENTATION NUMBERS). A COPY OF YOUR CURRENT HULL LIABILITY INSURANCE DECLARATIONS PAGE MUST BE ATTACHED, AND OWNER MUST INCLUDE A COPY OF THE VESSEL REGISTRATION.

OWNER SPECIFICALLY ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTOOD PARAGRAPHS #2 & #6 OF THIS AGREEMENT AND AGREES TO MAINTAIN LIABILITY INSURANCE (MINIMUM \$100,000/\$300,000) COVERING ANY AND ALL DAMAGES TO HIS/HER VESSEL, AND TO OTHER VESSELS OR PROPERTY FOR WHICH HE/SHE IS FOUND RESPONSIBLE. ***NO BERTH OR SLIP WILL BE ASSIGNED UNTIL A PHOTOCOPY OF THE DECLARTIONS PAGE OF THE INSURANCE POLICY IS RECEIVED BY THE MARINA.***

WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

1. ____ a. The Marina grants the Owner a slip designated as slip # ____ on the chart maintained by the Marina for the Owner's vessel having an OVERALL LENGTH of feet and having a BEAM of _____ feet, having ____ AIR CONDITIONERS on board and requiring _____ AMPS of electric service, for the season of 20__ at the applicable rates as set forth above.

b. Marina shall furnish and maintain floats, gangways and berthing facilities and shall provide water and electric current for Owner's vessel. No person shall in any way alter, move, convert or install any fixed electric or plumbing lines other than are currently installed or supplied by Marina. The use of carpeting on rails, docks, floats or slips is prohibited. All dock boxes and boarding steps must be approved by the Harbormaster. Nothing shall be added to the Marina unless it is approved and/or furnished by the Harbormaster. Any such installation will be removed at the discretion of the Marina and Owner shall be wholly liable for damage to parts of the Marina due to the installation and removal.

2. By signing this contract the Boat Owner agrees to have HULL AND LIABILITY INSURANCE IN EFFECT DURING THE TIME THE BOAT IS AT THE NYACK MARINA. This insurance should also provide for cleanup of any environmental contamination caused by Owner or vessel, including by not limited to oil, gas, or paint spills. Owner is well aware that the consideration paid to the Marina for berthing his/her vessel is disproportionately small in comparison to the value of the vessel and equipment involved, and Owner is further aware of the various types of risks that are associated with the berthing, handling and other work performed on his/her vessel at the Marina premises. Therefore, Owner understands and agrees that the Village of Nyack and, its agents and

employees, are not responsible for loss, damage, or personal injury to Owner or his/her vessel or equipment thereon; including but not limited to damage caused by wind, water, collisions, fire, theft, storm, ice, acts of God, or the work of independent contractors. The Owner agrees to hold the Village of Nyack and its agents and employees harmless in the event of such occurrences.

3. NO OUTSIDE LABOR will be allowed to work on boats on premises, either ashore or afloat at anytime without the express written consent of the Village of Nyack. ALL OUTSIDE CONTRACTORS will be required to provide proof of liability insurance and will be charged a commission for use of yard facilities. All outside labor must check in and out with the Village of Nyack daily.

4. The Village of Nyack shall have a lien on the vessel, its contents and equipment, for any charges due and owing by the Owner to the Village of Nyack under this Agreement. By entering into this contract, the Owner agrees that any overdue payment is subject to interest at 1.5% monthly, as well as all collection costs and legal expenses equal to an additional 1/3 of the amount due in the event collection through an attorney becomes necessary. NO ADJUSTMENTS WILL BE MADE AFTER 10 DAYS from receipt of a bill. Before slip is occupied, all slip fees and balances must be paid in full. If a boat is in a slip with any of the above amounts outstanding, it will be hauled and sidetracked at the owner's expense. SLIP FEES ARE NON-REFUNDABLE.

5. Slips are non-transferable. BOATS FOUND IN THE WRONG SLIP will be hauled and sidetracked at the Owner's expense. When a slip is not occupied by Owner, we reserve the right to use that slip for transients or other purposes. We also reserve the right to move boats on an as needed basis to make repairs on or around the facility or for safety issues.

6. As part of the consideration of the Agreement, the Owner agrees that neither the Village of Nyack, its agents or employees, shall be liable for any damage, loss, destructions, deterioration of or to said boat or any article or thing attached thereto or left thereon or the contents thereof from any cause whatsoever, regardless of fault, and the

Owner also agrees that neither said Village of Nyack, its agents, servants or employees shall be liable for any personal injuries sustained by the Owner, his agents, servants, or employees, invitees or licensees, or any other person as a result of or in connection with the use of the premises herein, whether such injuries be due to the negligence of the Village of Nyack, its agents, servants and/or employees or otherwise, and the Owner agrees to indemnify and save harmless the Village of Nyack, its agents and/or employees, from any loss damage, or expense including attorney's fees and court costs incurred by reason of any such damage, loss, destruction, delay or deterioration as aforesaid, or by reason of any such personal injury sustained by Owner, his agents, servants, employees, invitees or licensees, or any other person as aforesaid. Owner shall defend and indemnify the Village of Nyack against any and all claims.

7. The Owner shall be responsible for complying with all applicable environmental laws and regulations concerning the care and use of his boat. Owners are responsible for cleanliness around their boat. The Owner will be billed for the cost of the cleanup of any environmental contamination caused by Owner, including, but not limited to oil, gas, or paint spills. No spray painting by the Owner will be allowed. NO SMOKING is permitted in areas where Owners are working with, or in close proximity to, solvents or flammable materials. Owners will arrange for recycling of waste oil, solvents, batteries, etc. Do not put any such materials in or near dumpsters or in the water.

8. Use of electric service aboard and at the dock is exclusively at the risk of Owner.

9. No barbecues, gas or otherwise or open fires of any kind permitted on docks or on boats.

10. Overboard discharge of heads or holding tanks is strictly forbidden.

11. Dogs must be kept on the leash and cleaned up after.

12. The Village of Nyack is not responsible for damages resulting directly or indirectly from extreme high or low water levels.

13. If the Owner breaches this agreement for any reason, the Village reserves the right to cancel the contract and require the Owner to remove his boat with 10 days written notice. The Village will hail and sidetrack the boat at the Owner's expense if left past those 10

days.

14. Any controversy or claim arising out of or for the breach of this agreement shall be settled by arbitration in accordance with the rules of the Society of Maritime Arbitrating, Inc. in New York, using their Simplified Procedure subject, however, to the terms of this agreement. For the purpose of enforcing any award, this agreement may be made an order of the court.

15. The Village of Nyack does not allow any "Boats for Hire" for any reason. This includes but is not limited to boats for hire for excursions, fishing, taxis, tours, etc. Any boater found to be in violation of these rules will have their summer dockage lease terminated immediately and their boat removed from the Marina.

16. All boats must be removed by November 1st. Boats left in the Marina after November 1st may be hauled and stored by the Village, at the Owner's expense, and regular transient rates shall be charged from November 1st until such time as the boats are removed. The Village shall be held harmless by Owner regarding any damage resulting from hauling and storing pursuant to this paragraph.

17. This agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

1. HAVE READ THIS ENTIRE CONTRACT AND AGREE TO ABIDE BY THE TERMS STATED THEREIN.

Village of Nyack:

Owner:

By:

By:

(Print Name above)