



www.TappanZeeMarina.com

P.O. # 366
Piermont, NY 10968

Summer Contract

Name -Address

| | | |
|--------------|----|------|
| Mooring | OR | Slip |
| Date: | | |
| ID: | | |
| Key Deposit: | | |
| Email: | | |
| Deposit: | | |

Circle or fill in required information below

| | | | |
|-----------------|--|------------------|--|
| Boat Make | | Employer | |
| Boat Year | | Employer Address | |
| Boat Name | | Cell Phone | |
| Sail or Cruiser | | Home Phone | |
| Drivers License | | Work Phone | |
| License exp. | | SS No : | |
| Boat Ins Co. | | Policy ID # | |

Contract Price Information – Request via phone or email

845-359-5522

Info@Tzmarina.com

| | |
|---|--|
| 1. Fill in slip or mooring fee: | |
| 2. Service Order amount: | |
| 3. If on mooring price of hardware if applicable | |
| 4. Write slip/mooring PLUS amount in #2 or#3 | |
| 5. Fill in 1/3 deposit amount in line 4 | |
| 6. Balance will be invoice later with above & any additional requests | |

I accept & agree to abide by the terms of this contract, stated above, its reverse side, with all posted rules & on Work Order requests. **All balances on this contract & any past due amounts are due 4/15/13 OR YOUR BOAT WILL NOT BE LAUNCHED.** If balance is not paid by 4/15/13, TZM may terminate this agreement as in #23 & retain your deposit. F/C begin on 4/15/13. Sign & submit with payment. Contract is binding after payment submitted and is received.

FILL IN DATE

| | | |
|--------------------------------|--|------|
| Licensee Print Name: | | 2013 |
| Licensee Sign Name: | | 2013 |
| Signature by Tappan Zee Marina | | 2013 |

IF THIS CONTRACT IS NOT PAID IN FULL BY 4/15/13 F/C BEGIN AS STATED ABOVE.

1. The word "Marina" as used here means the entire premises including the land, boat basin and docks. The initials TZM mean Tappan Zee Marina or its successors. The word "Licensee" means the owner or comported owner of any boat moored in the Marina or its authorized representative of the owner. All of the following on this contract constitutes an agreement between TZM and Licensee.
2. TZM grants to Licensee a license to use a berth in the Marina as described on the chart kept in TZM office for the boat described on this dated contract. Should Licensee elect not to utilize the Marina for the succeeding Winter Storage term, the berth MUST be vacated on or before October 15th of said year. If it is not vacated by this date, Licensee agrees to pay a daily dockage fee of \$100 per day until the berth is vacated. Upon expiration of this agreement a new contract must be signed if boat remains on TZM property. If the Owner has not removed the boat from TZM & a new agreement is not signed for the subsequent season then the conditions set forth in the agreement of the succeeding contract period will be in force. This will include any increases in rates, fees & rules as posted & charged by TZM for the next contract season.
3. Slip &/or mooring fees are in accordance with published rates & paid in advance of arrival and/or launch. Slip rentals are non-transferable to another person or to another make or size boat. If an unpaid balance remains, 2% financial charge will be accrued each month until paid. Slip contracts cannot be cancelled. No refunds shall be made if Licensee fails to occupy the space. TZM reserves the right, after 10 day written notice, to cancel this Agreement if it deems it in its best interest. Licensee MUST remove the boat by the date in the notice. Proportional reimbursement will be made for remaining fees paid (less original deposit). as follows: 33% of total fee forfeited if asked to vacate on or before May 31st; 50% of total fee forfeited if asked to vacate by June 30th 60% of total fee forfeited if asked to vacate by July 31st; 70% of total fee forfeited if asked to vacate by August 31st; 90% of total fee forfeited if asked to vacate by September 31st; 100% of Total fee forfeited if asked to vacate by October 15th. These rights are in addition to TZM's right to cancel for Licensee's default.
4. To remain a Licensee of TZM, the boat shall be: used for pleasure, registered, identified, marked, equipped, maintained as required by law & safe practice. TZM reserves the right to a periodic inspection to determine the safety of the boat.
5. Licensee agrees to insure boat with liability, collision, fire & extended coverage. Each insurer (Licensee) shall waive subrogation. Each Licensee will be held responsible for any damage caused to other boats, structures or facilities at TZM.
6. When a boat enters the Marina, it shall immediately come under the jurisdiction of TZM, shall be berthed only where ordered & be maneuvered as directed. Vessels entering the Marina under emergency shall promptly report to the TZM office.
7. If a Licensee expects to vacate the slip for more than 48 hrs, he/she must notify TZM office within 24 hrs of departure & return. TZM then may lease the slip for that period.
8. All boats shall be secured in their berths in a manner acceptable to TZM, or TZM, retains the right to adequately secure the boat & held harmless. TZM will notify the Licensee of such action who, in turn will be responsible to inspect such action, be ultimately responsible for the safety of the boat & for costs of additional lines if deemed necessary.
9. For emergency purposes, Licensee shall furnish TZM with day & night phone numbers, legal address, home address (if different) & a labeled set of keys to the boat. The address MUST be his/her legal address as well as the mailing address. TZM retains the right to move or secure the boat should it deem necessary and be held harmless for any action.
10. TZM assumes no responsibility for the safety of any boat at TZM (on land, in slip or at mooring) & shall not be responsible for loss or damage to person or property due to wind, waves, theft, collision, chafing, vandalism, fire, Act of God, or any other cause.

Customer Initial _____ Date: _____

V-02/23/13 Tappan Zee Marina

11. Licensee (& guests) agree to abide by proper conduct, including but not limited to: abstain from creating any hazardous condition or annoyance, be respectful while including operating engines, generators, radios, CD players, TVs; drive slowly upon entering the property & no wake within 400 feet from the marina proper, or while entering your slip & abide by all posted rules in TZM office.
12. NO tenders, dinghies or skiffs shall be stored on the docks, See TZM for assignment of such if needed.
13. NO work is permitted by “outside” contractors or service organization.
14. Licensee shall comply with all governmental laws, ordinances & rules & regulations concerning discharge of materials as well as all posted Marina rules including those pertaining to discharge of any rubbish, waste material or rule of any kind or description into the water of any river, stream, pond or tidal waters.
15. Advertising or soliciting shall not be permitted from boats, docks or any TZM property.
16. Swimming, diving or fishing shall not be permitted from boats, docks or in or from any other area of the Marina.
17. Boat owners and their guests shall not place supplies, materials, accessories or debris on walkways, & shall not construct thereon any lockers, chests, cabinets or similar structures.
18. Children must be accompanied by adults at all times & wear Life Preservers while on the docks.
19. Unless TZM is acting as the broker, Licensees are not permitted to place “For Sale” or similar sign on any boat. Licensee shall pay TZM a fee of 5% of the gross selling price on the sale of his boat docked or stored at the Marina if TZM is NOT acting as the broker & a 10% brokerage commission if TZM ACTS as the broker. Prospective purchasers may only inspect boats when accompanied by the owner or Marina personnel.
20. Sailboats leaving or approaching within 400’ of the Marina must be under power & shall obey the Marina, State of NYS & Federal regulations.
21. In the event of severe storm or hurricane, of Act of God, TZM may attempt, at its sole option, to provide preparation & damage prevention service for boat &/or floatation devices, the costs for which will be charged to Licensee including costs of materials i.e. lines if applicable. However, Licensee is still solely responsible to take all emergency measures possible and TZM does NOT assume any responsibility for said protection and/or damage of the boat under any circumstances.
22. Licensee agrees to pay all costs & expenses incurred by TZM in any legal action taken to enforce any obligations owed hereunder & the payment of any sums due & payable by Licensee to TZM for purchases, services rendered or materials supplied, including attorney fees.
23. Licensee shall abide by and comply with all rules & regulations or hereafter posted by TZM in the TZM Office. It is the Licensees responsibility to read all posts in the TZM office which are considered an addendum & binding to this agreement.
24. This agreement may not be assigned to Licensee but may be transferred by TZM to any successor in interest, together with any deposit on account.
25. Any monies owed TZM shall be a direct lien against the boat, it’s owner or comported owner & be a continuing lien wherever the boat is located.
26. Licensee acknowledges that TZM makes no representation regarding the adequacy of water levels for egress and ingress to dockage area and/or fueling areas. TZM is NOT responsible for damages resulting, directly or indirectly, from low water levels or hazards that may appear in the water.
27. Licensee is not permitted to use berth for any boat (dingy or any other floating vessel) other than listed on the reverse side of this Agreement.
28. In the event of any infraction of the above Agreement or TZM Rules, TZM may, at its sole option, cancel this Agreement upon 10 days notice & Licensee shall forthwith remove the boat & shall also remain liable for all outstanding charges.
29. All shorelines, adapters & dockside electrical cords MUST be equipped with an acceptable ground & weather-proofing within marina guidelines and in according to Article 555 of National Electric Code

Customer Initial _____ Date: _____

V-02/23/13 Tappan Zee Marina

