

2019 MOORING RENTAL CONTRACT

MOORING # _____



OWNER'S NAME: _____ Alt. Contact: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Home #: _____ Office #: _____ Cell #: _____

Email: _____

State of Registration: _____ Registration # or Doc. #: _____

BOAT NAME: _____ Boat Make/Model: _____

Year: _____ Color: _____ Length Overall (LOA): _____

Draft: _____ Beam: _____ Hull ID #: _____

Engine Make/Model: _____

**INSURANCE COVERAGE & CURRENT REGISTRATION IS MANDATORY
MUST BE SUBMITTED PRIOR TO LAUNCH ♦ ALL BOATS WILL BE MEASURED LOA**

My deposit of \$500.00 is enclosed and is non-refundable. I understand the balance is due before I begin to occupy a mooring or by May 1, 2019. Mooring rentals for the 2019 season commence on May 1, 2019 and terminate October 31, 2019. There will be no refunds on summer moorings. Non-winter storage arrivals prior to May 1, 2019 will be subject to an additional charge. Moorings will be assigned as applications and payments are received. If we are unable to accommodate you, your check will be returned promptly. Moorings must be paid in full by February 15, 2019 to receive a 5% discount.

Applicant's Signature: _____ Date: _____

*I have read the backside conditions of this contract and I agree to abide by all marina rules and regulations.
Pine Island Marina reserves the right to change, alter, modify or cancel this contract at any time without notice.*

TO RETAIN CURRENT MOORING, \$500.00 DEPOSIT IS REQUIRED BY OCT. 1, 2018.

OFFICE USE ONLY

Mooring Rental: Boat Length (LOA) _____ ft. x \$ _____ per ft.: _____

Enviro. Fee (1.5%): _____

Sales Tax (6.35%): _____

TOTAL DUE: _____

Deposit Enclosed: _____

BALANCE DUE: _____

2019 MOORING RENTAL FEE
5% DISCOUNT IF PAID IN FULL BY FEB. 15, 2019

SHALLOW WATER: Draft - 3' & Under \$43 /ft.
DEEP WATER: Draft - Over 3' \$58 /ft.

Accepted By: _____ Date: _____

Manager - Pine Island Marina

PINE ISLAND MARINA RULES & REGULATIONS

Conditions of **MOORING** license agreement: BLP Marine LLC d/b/a Pine Island Marina is referred and abbreviated as PIM.

1. If the owner breaches any condition of this agreement or any ordinance, law, regulation of a governing body or shall default in payment, PIM reserves the right to terminate this agreement with 10 days' notice and no return of fees paid.
2. Owner shall be responsible for all his/her actions and activities and of his/her family and guests while on the PIM premises.
3. PIM reserves the right to provide all materials, equipment, and labor for repairs of the boat while on the PIM premises. No outside labor will be permitted without the expressed consent of the PIM manager. However, owner may work on his/her boat on PIM property with a signed Clean Marina Contract.
4. Refuse containers and recycling containers will be provided. It is the owner's responsibility to keep the area around his/her boat clean.
5. No open flames may be used on the docks at any time including gas or charcoal grills, torches, or paint burners.
6. Pets are to be leashed at all times while at the marina and must not run loose on the grounds or other people's boats. Owners must clean up any mess the pet makes. We reserve the right to order a pet owner to remove the pet from the property at any time and for any reason, as well as banning all pets from the marina.
7. Dinghies are to be put on board one's boat or at the designated dinghy dock or rack.
8. Pine Island Marina will not be responsible for any loss or damage due to temporary power interruptions.
9. PIM takes no responsibility for failure of any securing device including pennants for moorings and dock lines.
10. PIM shall retain the right to designate moorings. Every effort will be made to assign to the owner the space of his/her choice.
11. PIM reserves the right to rent empty dock and mooring space to transients without stated permission of the owner.
12. Owner agrees not to transfer or assign his/her designated dock/mooring space to anyone else without written permission of the PIM manager.
13. Owner agrees not to hold PIM liable for any loss incurred by any delay or failure to launch, store or transport owner's boat.
14. No fueling of boats at Pine Island Marina at any time, on land or in water. **Violation will result in termination of contract.**
15. Boat owners shall not place or install anything, including but not limited to, dock boxes, planters, supplies, materials, accessories, or debris on walkway, docks, or any other structure without prior approval of management.
16. Boats will not remain on the T dock for a period of time to exceed 2 hours unless with permission of the PIM manager.
17. PIM will not be responsible for any damage to hull paint or gel coat while launching or hauling. However, PIM will take every measure to ensure that such damage does not occur.
18. Owner agrees to have his/her boat insured by a full marine insurance package (hull as well as indemnity and liability) and present proof of said insurance to PIM. Boat owners are responsible for any damage to the yard caused by their boat.
19. All services performed on the owner's boat are due and payable at the time the service is rendered. All payments are applied to oldest invoice first. **Finance charge of 1.5% per month will be accessed on all balances over 30 days.**
20. No overboard discharge of sewage, fuel, lubricants, or fish waste is allowed. Owner will be financially responsible for any spills.
21. Transient dock space will be based upon availability, assigned by PIM management. Fees are \$3.00/foot per night.
22. Pine Island Marina does not accept wooden boats.
23. **There will be no refund on payments made toward slip and mooring fees. Payment in full is REQUIRED prior to occupying a mooring or slip, or before PIM will launch your boat. The owner's boat will not be launched unless full payment has been received.**
24. **In the event of a tropical storm warning, hurricane watch or warning, it is the responsibility of the owner to make arrangements for the security and safety of his vessel, including removal from the slip if deemed necessary by the marina manager. All boats must be kept in a seaworthy and ship-shape condition both mechanically and visually in the opinion of the leaser and must be capable of leaving the marina harbor and dock under their own power. Further, owner acknowledges that the marina premises are not a safe, sheltered refuge during severe weather conditions. Owner's vessel must not return to the marina facilities until so approved by the marina manager. Notification will be made by email.**

LIMITATION OF PIM LIABILITY

It is understood and agreed that PIM, Pine Island Marina, will not be held responsible or liable for any claims or damages to or originating from the owner's boat, equipment, or occupants. PIM will not be held liable for any loss or damage caused by fire, vandalism, theft, terrorism, gear failure, collision, storms, and other acts of God. No insurance is carried by PIM on the owner's boat or personal property. The owner further agrees to indemnify and hold harmless PIM for all claims and demand arising from the ownership, use, and possession of said boat.

MARITIME LIEN

The owner agrees that PIM shall have a security interest in and a lien upon the boat and its contents for any and all fees or charges due PIM which are outstanding. The security interest may be enforced by sale of the vessel in accordance with the General Statutes of the State of Connecticut. PIM claims all rights and privileges afforded by the Federal Maritime Lien Act, 46, US Code Specs 971-975 for providing supplies or equipment to any foreign or domestic vessel. PIM shall have a maritime lien for the value of all supplies and equipment and services provided. The owner will be responsible for any collection fees, court costs, and attorney fees expended to secure PIM's claims.