



2020 Slip# _____

1350 Empire Blvd
Rochester, NY 14609
585-482-3474

2020 SLIP RENTAL AGREEMENT

Southbayboatandtackle@gmail.com

Name: _____

Address: _____

City/State/Zip: _____ Phone: _____

Email: _____

Make/Model of Boat: _____ Length: _____ Beam Length: _____

NYS Reg#: _____ Name on Back of Boat: _____ Color of Boat: _____

Current Dock Slip: _____ Desired Dock Slip: _____ Second Choice: _____ Doesn't Matter:

Dock slips are \$75 per foot with a minimum price of \$1481.48 plus tax

Floating jet ski dock, Slips are \$850.00 for the season Annual Price: _____

Lessee shall provide current, up to date information when completing the first page of the lessee dock lease contract.

1. Application is hereby made to South Bay Boat & Tackle LLC. for the use of a boat slip, trailer/cradle storage (if needed) and winter storage space. I acknowledge that this is a lease only and the relationship of landlord/tenant is not created by this lease. I agree that it is my responsibility to monitor the condition of the boat, its dock lines, tarps, covers and overall disposition while in the slip and stored. I agree to furnish the dock lines, snubbers, etc. required by the Marina while the boat is in the slip.

2. RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT AND LIMITATION OF MARINA'S LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, OWNER EXPRESSLY RELEASES THE MARINA AND AGREES TO HOLD THE MARINA HARMLESS FROM ANY AND ALL CLAIMS FOR INJURY OR DEATH OF PERSONS, PROPERTY DAMAGE OR LOSS, AND OTHER DIRECT, INDIRECT AND CONSEQUENTIAL DAMAGES OR EXPENSES (INCLUDING ATTORNEY'S FEES), ARISING FROM OR IN CONNECTION WITH USE OF THE MARINA AND ITS FACILITIES BY OWNER, THE VESSEL, AND OWNER'S GUESTS, VENDORS AND INVITEES, UNLESS SUCH LIABILITY, DAMAGE OR EXPENSE IS DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE MARINA. THIS INCLUDES WITHOUT LIMITATION ANY LOSS CAUSED BY FIRE, FLOOD, OR POLLUTION OF ANY TYPE. OWNER FURTHER AGREES THAT OWNER WILL LOOK SOLELY TO OWNER'S INSURANCE COVERAGE, AND NOT TO THE MARINA OR ITS INSURANCE CARRIERS, IN THE EVENT OF ANY INJURY, LOSS OR DAMAGE FROM ANY CAUSE, INCLUDING LOSS BY FIRE, IMPROPER STORAGE, OR DUE TO THE NEGLIGENCE OF OWNER OR ANY THIRD PERSON, OR MARINA OR ITS EMPLOYEES.

3. Only one vessel may be docked, tied, or affixed to a slip; jet skis and other vessels must be docked individually on their own.

4. Gasoline is not permitted anywhere on the docks. Carrying gasoline is strictly prohibited on or around the dock area and or other vessels. A mandatory fine of not less than \$50.00 and up to \$2,000.00 will be assessed for any gasoline spill.

5. Furniture, recreational items, etc, must not be left or stored on the docks; docks must be maintained free and clear of any obstacles causing a hindrance or safety concern to others.

6. All dogs and pets must be on a leash at all times when not within a vessel or in a vehicle. Pets are the responsibility of the Lessee. No guest pets permitted. Pets that create consistent disturbance will be vacated from the property. Animal waste is prohibited from the water and grounds of SB.

7. CHARCOAL GRILLS, HIBACHIS AND OPEN FIRES OF ANY KIND ARE STRICTLY PROHIBITED ON OR IN ANY VESSEL, PIER OR VESSEL STORAGE AREA.
8. No drilling or cutting permitted to the docks or any other activity permanently affecting the docks without prior written consent of the marina. Lessee will be held liable for all costs associated with repair of such damage. A repair service fee of \$65 per drilled hole will be charged for holes drilled into docks.
9. Dock boxes, storage units, wooden decks, furniture, or any other items are not permitted to be attached to any docks.
10. SB not responsible for any damage to vessels or jet skis assumed or otherwise from the use of floating jet ski platforms or the use of dock systems. Care should be taken to minimize damage by using bumpers, fenders, and lots of caution.
11. Switching of Lessee's dock space may not be permitted without prior authorization of Marina. Dock space assignments are at the discretion of SB and may be changed at any time.
12. Lessee agrees not to transfer or sublet his/her assigned dock space without prior authorization from SB. A \$95 transfer fee must also be paid prior to transfer. If Lessee desires to dock a boat other than the craft referenced on this contract for more than 24 hours, written permission must be obtained by SB, and additional charges of \$29 per day will be applied.
13. Slips with access to power are allowed one 30 Amp service connection. Additional connections may be purchased for \$99 each for the season. Air conditioners may only be used while owners and guests are on the vessel. Lessee agrees only to run A/C when vessel is occupied; an additional fee of \$15 per day will be applied for vessels with A/C running without anyone on board. (Or pay \$195 for the season for unlimited A/C) SB does not guarantee electrical & water service shall be continuous; outages, although rare, may occur.
14. Use of open flames, toxic chemicals, or any other hazardous equipment or supplies on or around the dock areas is prohibited.
15. Lessor agrees not to create any unnecessary disturbance or nuisance, heavy movements on or near the docks creating wakes. All lines and hoses must be stored neatly on the dock and out of the path of fellow boaters or they may be removed. Sound equipment shall be played as not to disturb other vessel owners or the occupants of adjoining properties. Operation of engines and generators is prohibited between the hours of 10:00p.m and 8:00a.m., except in conjunction with entering or leaving the Marina. Loud noises, running on the docks or vessel storage areas, excessive profanity or abusive language or any other activities which Marina, in its sole and absolute discretion, determines to be a general disturbance or public or private nuisance or interferes with the quiet and peaceful enjoyment of the Marina by others, are prohibited.
16. Running, playing or any unsafe activity that impedes comfortable and clear traffic flow on the dock systems are prohibited.
17. Lessee agrees to pay SB prior to docking vessel; if full payment is not received \$10.00 per day late fee will be charged and added to the contract. Any delinquency over 30 days will be considered in default, the vessel will be removed from the Marina and stored at an outside location until all past due amounts plus late fees, towing and storage fees are paid. After the 90th day of default the vessel will be auctioned publicly to pay past due amounts.
18. Lessee agrees that any past due amounts may be charged on the Lessee's credit card information given on this agreement. Lessee may not terminate this agreement at any time during the leased period. By signing the lease contract, Lessee will be held responsible for the full amount owed for the season.
19. Marina parking is restricted to 2 spots per boat slip.
20. The SB office must be notified of anyone who will be servicing your boat on the premises. Proof of insurance must be provided in advance. Unauthorized visitors will be asked to leave the Marina for security and insurance reasons.
21. INSURANCE – Lessee agrees to have the vessel insured by a full Marine insurance package at all times when docked at the marina (hull coverage as well as indemnity and liability) Lessee agrees to release and discharge SB from any

responsibility or liability for injury (including death), loss, or damage to persons or property in connection with Lessor's docking facility or Marina. Lessee agrees to hold SB harmless of any liabilities caused by launching, docking, winter storage, transporting or commissioning caused by weather or any event beyond the control of SB. Lessee understands the dangers associated with docking a vessel including physical damage; docks have many sharp corners; and weather often plays a role in such damage.

22. SB reserves the right to move Lessee's vessel for the purposes of maintenance of the Marina or in the case of an emergency. Lessor shall not be required to perform such service however. Lessee shall indemnify and hold harmless from any damages, liability, loss or injury caused by moving Lessee's vessel.

23. In the event the Lessee or anyone associated with Lessee violates any of the terms, conditions and policies of this agreement herein or posted in on or around the Marina Office, SB shall have the option of terminating this agreement upon ten (10) days written or verbal notice to Lessee. Lessee must remove his/her vessel from the Marina prior to the ten (10) day period or vessel will be removed at owner's expense.

24. Safe and proper foot ware must always be worn on the property and docks as sharp edges and or debris may be present at times due to traffic, weather, or general maintenance.

25. SB does not control or guarantee the natural water resources of the marina including depth of waters, weather or natural disasters. The marina will not be held liable for any damages, costs incurred, or any type of reimbursements due to water levels or weather-related incidents.

26. Lessee must notify the Marina office whenever the Lessee's vessel is leaving the Marina for more than one (1) night. The marina may sublet said slip while slip is vacant.

27. No swimming, diving, fishing, fish cleaning, or crabbing shall be permitted from the piers or vessels within the Marina area.

28. No one other than Marina shall be permitted to place any signs anywhere in the Marina premises and no signs or other advertising shall be placed or permitted on any vessel, unless authorized in writing by Marina in advance

29. Vessels within the Marina shall not be used for any commercial or business activity, including but not limited to, leasing or charter, unless authorized in writing by Marina in advance.

30. No clothing, suits, towels, laundry or other similar items shall be hung or placed on any vessel, Marina piers, or elsewhere at the Marina where they may be visible to other people at the Marina.

31. No machinery, equipment, carpets or any other such items shall be stored upon or attached to the piers, piling or any other part of the Marina. Storage boxes, bumper pads, steps, mooring lines and associated cleats, bolts, and other hardware shall be installed on by Marina or under Marina's supervision at Owner's expense. No loose gear shall be permitted to remain on any pier; and hoses, power cables and line shall not cross over piers, but rather shall be removed or properly stored.

32. Piers, pilings, utility systems and all other Marina facilities may not be modified, altered, painted, repaired, or changed in any other way by Owner unless authorized in writing by Marina in advance.

33. No garbage, trash or other refuse shall be thrown into the water. All engine oil, bilge oil, flammable substances, human or fish waste and other hazardous or dangerous substances shall be disposed of in proper containers and in compliance with all applicable environmental laws and regulations. These oils and substances are to be disposed of by the Owner and not left at the trashcans for Marina to dispose of.

34. No sewage shall be pumped into the water. All vessels shall have properly installed, and operational marine toilets as defined by the State of New York and applicable federal regulations and shall use licensed pump-out facilities.

35. No one shall live aboard any vessel within the Marina without written permission from the Marina.

36. No bicycles, mopeds, motorbikes, motorized carts or other similar vehicles shall be permitted on the piers.

37. Children under twelve (12) years of age are not permitted at the Marina unless an adult over eighteen (18) years of age accompanies them.

38. Owners shall be responsible for the conduct of their guests at the Marina and for any damage done by them to the Marina or third parties.

39. Owner shall be responsible for maintaining Owner's slip area and adjoining finger piers in a safe, clean, neat and orderly manner.

20. OWNER SHALL AT NO TIME EMPLOY ON ANY VESSEL A SPACE HEATER (ENGINE COMPARTMENT HEATER) OR BATTERY CHARGER NOT APPROVED BY THE UNITED STATES COAST GUARD. OWNER SHALL FURTHER REFRAIN FROM LEAVING ANY SPACE HEATER OR BATTERY CHARGER PLUGGED IN OR OPERATING WHEN THE VESSEL IS UNATTENDED IN THE ABSENCE OF EXPRESS WRITTEN PERMISSION TO THE MARINA.

THE PERSON SIGNING BELOW DOES HEREBY CERTIFY THAT THE DESCRIPTION OF THE VESSEL SET FORTH ON THE COVER PAGE TO THIS

AGREEMENT IS CORRECT AND THAT HE/SHE IS THE OWNER OF THE VESSEL HEREINABOVE DESCRIBED OR IS AUTHORIZED TO SUBJECT SAID

VESSEL AND THE OWNER(S) TO THE PROVISIONS OF THIS CONTRACT.

Agree that I am responsible for all payments detailed on the front of this agreement, regardless of when I enter into or terminate Marina services, and whether or not I store my boat with the Marina year round.

Vessel Owner or Authorized Representative:

Print Name: _____

Signature: _____ Date: _____