



SUMMER 2009 SLIP APPLICATION AND CONTRACT

Portland Riverside Marina

37 Riverview Street, Portland, CT 06480-1989

(860) 342-1911
portlandriversidemarina@comcast.net

Name: () Mr. () Ms. () Mr. & Mrs. _____

Home Phone: _____ Business Phone: _____ Email: _____

Street: _____ City: _____ State: _____ Zip: _____

Boat Name: _____ Year: _____ Power () Sail ()

Make: _____ Length: _____ Beam: _____ Draft: _____ Reg. No.: _____

No. of Engines: _____ Year: _____ Make: _____ HP _____

Cu. Inch: _____ Gas () Diesel () Raw Water Cooled () Closed System Cooling ()

Liability insurance carrier: _____ Policy number: _____

Trailer make: _____ Length: _____ Marker number: _____

DOCKAGE

Slip rentals end on October 15. Remaining boats will be charged \$350.00 plus tax per month until hauled or removed.

- Slip Charge (8' X 24') \$1,750.00 - D Dock Only** \$ _____
(Only one boat per slip permitted)
- Slip Charge (8' X 26') \$2,000.00 - Slips 58-70 only** \$ _____
(Only one boat per slip permitted)
- Slip Charge (14' X 32') \$2,250.00** \$ _____
(Only one boat per slip permitted)
- Mooring Charge — \$750.00** \$ _____
(You must have your own dingy)
- Trailer storage—\$200.00** \$ _____

6% CT Sales Tax: \$ _____

Less Deposit: \$ _____

Balance: \$ _____

We recommend



This reservation must be returned by February 27 with a minimum deposit of 50% of your summer slip or mooring rental fee to assure your use of the same slip as the previous year. **The remainder must be paid before your boat is launched.** After March 1, slips will be assigned on a first-come basis. A 1-1/2% monthly service charge will be added after May 1.

I have read both sides of this application and agree to abide by all the terms, conditions and rules of Portland Riverside Marina, LLC. Note that proof of liability insurance is required.

SIGNATURE: _____

Date: _____

Please make sure we have a set of keys to your boat. We will not launch your boat without keys

OTHER CONTRACT TERMS

"We" "our" and "us" means Portland Riverside Marina, LLC. "You and "your" means the owner of any boat stored at Portland Riverside Marina, LLC or his authorized representative.

- 1. CONTRACT TERM:** The term of the contract is from May 1 to October 15. If you request us to leave your boat in the water past October 15, we will impose a charge of \$350.00 per month plus tax for each month or part thereof that your boat remains in the water.
- 2. DOCKAGE:** We have the right to designate space. We will make every effort to assign you the dockage space of your choice, but we will also consider the rights of other boat owners and our own business judgment in assigning space. We have the right to refuse to rent space to any person for any reason.
- 3. ACCESS TO BOATS:** We make no warranties or representations concerning security at the marina, either for the facilities in general or for your space in particular, including any means of ingress or egress. We will not be responsible for your property or securing the boat's equipment or contents. We are not responsible for any articles left in the boat.
- 4. TRANSFERS:** You agree that you will not sell, transfer, assign or permit the use of assigned space by others without our written consent. You agree to notify us promptly in writing of any change of ownership of the boat. If you sell, charter your boat or cancel this contract, all your rights to berth are forfeited, including any rental you may have paid.
- 5. EMERGENCIES:** You will give us duplicates of all keys required to access and operate your boat. In case of an emergency, you give us permission to move your unattended boat to a safer location if possible, provided that we will not be required to provide for this service. If we provide such service, we will bill you for the services rendered at our prevailing rates. You will be required to pay all costs incurred by us on your behalf. You agree to indemnify and hold us harmless from any and all liability, injury, loss or damage caused by or resulting to your boat due to an emergency situation.
- 6. USE OF FACILITIES:** You will use the docks and attached facilities for reasonable and typical recreational boating activities. You will keep the dock area clear of all gear, tackle and other obstructions. You agree not to dispose of waste or trash, including treated or untreated sewage from the heads or holding tanks in the harbor or docking area. You will not cause damage to the docking facilities through excessive wear and tear, create any unnecessary disturbance or nuisance, or store rubbish on the docking facility. Open fires are prohibited anywhere on the marina grounds.
- 7. REPAIRS TO BOATS:** You may clean and perform minor repair on your boat in the marina as long as such work does not interfere with the rights of other boat owners or the operation of the marina. If you want someone other than yourself or one of our employees to work on your boat in the marina, you must obtain prior written consent from us. We will give such consent only if our employees cannot perform the required repairs to the boat and the outside servicemen can deliver to us evidence of a standard certificate of workmen's compensation and liability insurance coverage.
- 8. BERTHING:** A boat immediately comes under the jurisdiction of the marina when it enters the marina and may be berthed only where ordered. We have the right to move your boat at our discretion. You must secure your boat in its berth in a manner acceptable to us. If not, we will adequately secure the boat and charge you for the materials and service fees.
- 9. BREACH:** If you violate any of the conditions in this Contract the rules we post from time to time in the marina office, we will have the right to terminate this Contract upon ten days written notice to you. You will have to remove your boat from the marina prior to the end of the ten-day period.
- 10. TERMINATION OF AGREEMENT:** If you do not remove your boat and equipment from the rented storage space in a timely manner at the termination of this Contract, we will have the following options: (A) Charging you daily rent on a pro rata basis for the storage space occupied; (B) Moving your boat and equipment to another location; hauling and placing on land, or (C) Pursuing any other remedy available under law. You will not have the right to remove your boat from the rented storage space until all charges and amounts due us have been paid in full.
- 11. LIENS:** We reserve the right to place a lien on your boat to secure payment of storage fees and charges for marina hardware, accessories, repairs and other services or materials rendered or supplied to you in accordance with the provisions of the Connecticut General Statutes. We will have the right to exercise all of our rights under these statutes, including but not limited to those set forth in Section 49-55 et.seq. of the Statutes. In addition, we will have statutory state and federal maritime liens on the boat, motor and attached equipment to secure any and all services and materials we supply to you during the term of this Contract. You agree to reimburse us for reasonable attorney's fees and costs relating to any lien, suit or any other collection efforts by us against you to collect any amounts you owe us under this Contract, including any costs of sale.
- 12. LIABILITY:** You agree to insure your boat with complete marine coverage including liability. We will not be liable for personal injury, loss of life, property loss or property damage to your boat, motor, accessories or the contents of the boat. We will not be liable for the ordinary negligence of our employees or agents. You, for yourself, family, invitees, employees, agents, heirs, assigns and subrogees hereby release and agree to hold us and all of our employees and agents harmless for any and all liability for personal injury, loss of life and property damage: (1) arising out of our ordinary negligence or that of our employees and agents in connection with the marina property or the use of storage space; (2) in connection with your boat, motor and accessories while they are on the marina property or while they are being moved, hauled or launched, or while in the water moored at our docks or bulkheads; (3) for loss or damage to your boat, motor and accessories and contents due to fire, theft, vandalism, marina or equipment failure, windstorm, rain, hurricane or other casualty loss. This indemnification by you to us includes all costs, expenses and reasonable attorney's fees that we incur in the defense of any action based on anything contained in this paragraph, including any action brought by you, your family, invitees, agents heirs, assigns or subrogees.
- 13. CONDITION OF BOATS:** Your boat must be in a seaworthy condition and it must not constitute a fire hazard or it will be removed from the marina at your expense. We will not be responsible for boats sunk at dockside due to your negligence or faulty equipment.
- 14. MOORING LINES:** You must furnish your own mooring lines and fenders of sufficient strength and size to assure the safety of your boat and to avoid damage to adjoining boats. If we have to furnish lines or fenders for safety reasons or to avoid damage, we will furnish them and you agree to pay the reasonable retail price for such items.
- 15. SALE OF BOATS:** No "For Sale" signs are allowed on boats berthed or stored at the marina, except for our signs. If your boat is for sale, please list it with the marina office. Standard brokerage rates prevail.
- 16. GASOLINE AND OIL:** You may not bring gasoline or petroleum products on to the marina property except in your boat or fuel tank. If you want to change the oil in your boat, you must contact the yard for proper disposal of the oil. Oil is not to be disposed of in the dumpsters.
- 17. CANCELLATIONS:** If you cancel your slip or storage contract before June 1 of this year, we will refund your deposit. If you cancel on June 1 or after, you will automatically forfeit all prepaid rental fees.
- 18. BOATS NOT LAUNCHED:** We discourage leaving your boat on land during the summer months. If, however, you decide to do this, we will impose a charge of \$250.00 plus tax for each month or part thereof for outside storage or \$350.00 plus tax for each month or part thereof for inside storage, after May 1. You should be aware that most boats remaining on land will have to be moved during the summer to prepare for organized winter storage and that the Town of Portland specifically prohibits anyone from living on a boat not in the water. The Town of Portland enforces this rule.
- 19. MARINE TOILETS:** All vessels with an installed toilet are required to have a U.S. Coast Guard approved Marine Sanitation Device (MSD) attached to the toilet. It is illegal to discharge untreated waste in any body of water in Connecticut including all of Long Island Sound.
- 20. ELECTRICITY:** We provide 110-volt, 15-amp electrical service to our docks as a convenience to our customers. You may connect to our electric outlets (if available) with a single USCG Approved marine power cord. We do not guarantee the quality of the electrical service and we reserve the right to disconnect your boat if we find your use of electricity to be excessive, dangerous or harmful to other boats. Do not depend on shore power to continuously charge your boat batteries or to operate an on-board bilge pump.
- 21. DOGS AND OTHER ANIMALS:** You and your guests must keep dogs leashed at all times when on the marina property. You must clean up after your dog.