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## 2010 SPRING COMMISSIONING/ DOCKAGE AGREEMENT

RETURN BEFORE FEB. 28, 2010

**CALL IN DATE FOR PUT IN IS MARCH 1ST**

Owner's Name: \_\_\_\_\_ Dock # \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home #: \_\_\_\_\_ Work #: \_\_\_\_\_ Cell# \_\_\_\_\_

Year: \_\_\_\_\_ Size: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

Name of Boat: \_\_\_\_\_ Email \_\_\_\_\_

\_\_\_\_\_ Size X \$48.00 per ft. = \$ \_\_\_\_\_ amount to send with contract

\_\_\_\_\_ I am using this form for services only (no dockage is needed)

<b>WEEK 1</b> 4/5-4/9	<b>WEEK 2</b> 4/12-4/16	<b>WEEK 3</b> 4/19-4/23	<b>WEEK 4</b> 4/26-4/30	<b>WEEK 5</b> 5/3-5/7	<b>WEEK 6</b> 5/10-5/14
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Please check all work requested**

- |  |  |
|--|--|
| <input type="checkbox"/> Paint Bottom Complete<br><input type="checkbox"/> Partial Paint (Waterline & Touch-up)<br><input type="checkbox"/> Align Engine(s) and Drive(s)<br>Other _____<br>_____ | <input type="checkbox"/> Tune-up Engine(s)<br><input type="checkbox"/> Tune-up Generator<br><input type="checkbox"/> Buff Complete @ \$36.00 per ft.<br><input type="checkbox"/> Wax Complete @ \$28.00 per ft.<br><input type="checkbox"/> Delivery Captain |
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**GENERAL MARINA RULES AND REGULATIONS:**

1. The word "Marina" is used here to indicate any person authorized to represent Spring Brook Marina, Inc. The word "Tenant" is used here to indicate the owner (or his authorized representative) of any boat moored at Spring Brook Marina, Inc.
2. This lease is non-transferable. No refunds. No exceptions.
3. To be admitted and to continue as a Tenant of the Marina, a boat must be:
  - a. Used for pleasure only;
  - b. Registered, identified, marked, equipped and maintained as required by law and safe practice;
  - c. Subject to periodic inspection by the Marina to determine the maintenance of proper safety conditions.
4. The Tenant agrees to have proof that his boat is insured with complete Marina coverage including liability. Each Tenant shall be held responsible for damage he may cause to other boats in the Marina or to the structures of facilities thereof.
5. All boats shall be secured in their berths in a manner acceptable to the Marina, or the Marina will adequately secure the boat at the Tenant's expense.
6. Any owner whose vessel is sold during the term of this contract, even without the efforts of Marina Personnel, will be assessed a 10% fee of actual selling price.
7. Any infraction of the terms and conditions hereof or of the rules and regulations of the Marina by the Tenant shall, at the option of the Marina, render this contract cancelable and the Tenant shall forthwith remove his/her boat without refund.

**Additional conditions on reverse side**

I have read and understand all the above and reverse side conditions.

Tenant's Signature \_\_\_\_\_ Date: \_\_\_\_\_

8. In any event of severe storm or flood the Marina will attempt, if practicable and possible to provide preparation and damage protection service, the cost for which will be born by the Tenant. However, the Tenant is still solely responsible to take all emergency measures possible, and the Marina does not assume any responsibility for said protection and/or damages to the Tenant's boat.
9. All reasonable precautions will be taken by the Marina to ensure the Tenant's property and safety. However, the Marina assumes no responsibility for the safety of any vessel docked in the Marina and will not be liable for fire, theft or damage to said vessel, its equipment, or any property in or on said vessel, however arising.
10. The Tenant shall provide the Marina with a set of main door, hatch and ignition keys, for possible periodic inspection or for emergency service.
11. Anyone having any invoices over 60 days past due will not be eligible for the following years Dockage or Dry Dock.
12. The Tenant (and guests for who he is responsible) agrees to conduct himself at all times when on the property of the Marina, or on any boat moored therein, so as to create no annoyance, hazard or nuisance to the Marina or to the other Tenants. This involves observance of good housekeeping and sanitation practices.
13. Tenders and skiffs shall be stored on board only. No mounts to be attached to dock. (No Exceptions)
14. For safety and insurance measures NO outside labor will be allowed on Marina property.
15. In the event of an emergency during the Tenant's absence, the Marina is authorized to make necessary repairs which will be charged to the Tenant.
16. Any condition aboard any boat which, in the opinion of the Marina, constitutes a fire hazard or a health nuisance or danger to public safety, must be corrected immediately by the owner.
17. NO oil or inflammable liquids shall be thrown, pumped overboard or disposed in refuse containers. Garbage must be deposited in receptacles supplied for that purpose.
18. Tenant shall not store supplies, materials, accessories, or debris on any walkway, and shall not construct thereon any lockers, chests, cabinets, or similar structure. Painting, scraping, or repairing of gear on vessels is not permitted on piers.
19. Noise and language shall be kept to a minimum at all times. Tenant shall use discretion in operating engines, generators, radios, and television sets, so as not to create a disturbance.
20. Swimming or diving is not permitted from the piers or boats in the harbor.
21. Laundry shall not be hung on boats, docks, or fingers of piers in the Marina.
22. Neither "for sale" signs nor other signs may be posted on piles, boats, or gangplanks. No exceptions.
23. The entire Marina facility including the gas dock is considered a NO WAKE AREA. The vessel owner shall be responsible for any and all damage incurred.
24. All boats docked in the Marina shall observe and comply with all health and sanitary regulations governing the waterways.
25. Any person causing injury or damage to other persons, piers or other boats shall be liable thereof, and violations of Marina rules, disorder, depredations, or indecorous conduct by a Tenant, his crew or guests that may injure a person, cause damage to property or harm the reputation of the Marina is just cause for immediate removal of the boat in question from the premises.
26. All dogs must be kept on a leash, and pets shall be controlled to insure peace and privacy of other Marina occupants.
  - A. Owners shall be responsible for the sanitation concerns of their pets.
27. All small children are to wear life jackets on docks, or near the water.
28. Absolutely no running on the docks. No throwing of stones.
29. For safety reasons NO fueling is allowed at the docks. No carrying or transferring of fuel. No exceptions.
30. NO electric cords to be left plugged in dockside during the week when not on boat. NO air/heat units may be left on while not aboard boat.
31. If air conditioning is added during this contract period, it is the owner's responsibility to report it to the office for appropriate billing.
32. Absolutely NO grill cooking on docks or boats whether fueled by charcoal, propane, alcohol, electric, or any other source.
33. A 5 mile speed limit on road will be enforced. Please abide.
34. Put your name on your cradle and/or trailer. We are not responsible for your framing or canvas. Please clean up around your dry dock area before the boat goes in the water.
35. All boats must have a polarity indicator.
36. A service charge of 5% per month will be applied to all invoices over 30 days.
37. Please help keep wash rooms clean. Turn off lights when leaving, etc.
38. No motor homes, motor scooters, dirt bikes, ATV's, campers, etc. will be allowed. No exceptions.
39. Spring Brook Marina is not responsible for any missing items, personal property, grills, chairs, cords, etc.
40. If a delivery captain is requested, the customer agrees to release and discharge Spring Brook Marina and/or the delivery captain from any and all claims, damages, suits or causes of action of any kind or nature arising out of any accident or other occurrence.