

Tarrytown Marina, Inc.

236 West Main Street

Tarrytown, NY 10591

914.631.1300 Fax 914.631.4377

SUMMER SEASON APRIL 15 TO OCTOBER 15, 2009

Berthing Space Agreement

Agreement made and entered into this _____ day of _____ 20____
by and between Tarrytown Marina, Inc. a Corporation organized and existing
under the laws of the State of New York, having it's offices at Tarrytown,
New York (hereinafter called "Marina") and:

(Print Owner's Name)

(Hereinafter called "Owner) Residing at:

(Print Owner's Street Address)

Home Phone#

(Print City, State & Zip

Business Phone

(Print Vessel Name)

Cell Phone

(DMV Reg. Or Coast Guard Doc. #)
Registration or Doc# only do not use serial number

Email address

(Manufacturer)

(Model)

WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

1. The Marina grants to the Owner a slip (as designated on the chart kept in the office at Tarrytown) for the Owner's vessel having an **OVERALL LENGTH** of _____ feet and having a **BEAM** of _____ feet, having _____ **AIR CONDITIONERS** on Board and requiring _____ **AMPS** of electric service, for the season of 2009 at the applicable rates as set forth in the attached 2009 rate schedule.

2. The Marina reserves the right to meter electric usage by boats equipped with air conditioners and to charge Owners at the rate of \$.175/KW Hour for electric usage if and when the total of such usage (at \$.175/KW Hour) during the Season exceeds the minimum amount previously paid by the Owner to the Marina for air conditioning and electric service.

3. The Marina shall furnish and maintain floats, gangways and berthing facilities and shall provide water and electric current. No person shall in any way alter, move, convert or install any fixed electric or plumbing lines other than are currently installed or supplied by the Marina. The use of carpeting on rails, docks, floats, slips or docks is prohibited. The use of fire hose as fenders on floats or docks is prohibited. All dock boxes and boarding steps must be approved by the Dock master. Nothing shall be added to Marina installations unless it is approved and/or furnished by the Dockmaster. Any such installation will be removed at the discretion of the Marina without the installer's or Owner's permission. The Marina cannot be held responsible for any damage to the parts of these installations due to their removal.

4. The Marina shall have the right to grant permission to a third party to use the Owner's berth whenever the Owner's vessel is absent and to receive revenue there from. When Owner's vessel is to be absent from it's berth for more than one day, the Owner shall give the Marina reasonable notice thereof, said notice to include expected dates & times of departure from, and return to the Marina.

5. Owners shall obey all the laws, ordinances and regulations including, without limitations, the rules and regulations of the Tarrytown Marina and all Government agencies prohibiting the discharge of ship's toilets or the dumping of refuse into the water. Failure to obey any such laws, ordinances and regulations shall render this agreement void with the forfeiture of all payments made there under.

6. Owner will dock vessel properly in assigned space only. If necessary to move a vessel due to storm or improper docking, or if the vessel requires pumping, the Marina staff will do the work necessary and charge the owner at the rate of \$60.00 per hour.

7. The Owner is well aware that the consideration paid to the Marina for berthing His/Her vessel is disproportionately small in comparison to the value of the vessel and equipment involved. The Owner is well aware of the various types of risks that are involved and associated with the berthing, handling and other work performed on His/Her vessel on the Marina premises. Therefore it is understood and agreed that the Marina, it's agents and employees, are not to be responsible for loss, damage or personal injury to the Owner's vessel or to equipment thereon; including but not limited to wind damage, water damage, collisions, theft, chafing, vandalism, fire and any negligent acts or omissions and notwithstanding any asserted or actual breach of this contract by the Marina or any other cause. The Owner agrees that the vessel will not be berthed in a condition so as to be a fire or any other hazard **and further agrees to carry appropriate insurance coverage for all the aforesaid risks during the period of this contract and any renewal thereof.**

8, The Owner specifically acknowledges that he/she has read and understood paragraph #7 of this agreement and agrees to obtain and maintain liability insurance (Minimum \$100,000/\$300,000) covering any and all damages to the vessel of another owner or other properties for which he/she is found responsible. All Owners must include the insurance company and policy number on page #5 of this contract, in the spaces provided. ***A PHOTO COPY OF THE FACE PAGE OF INSURANCE POLICY CONTAINING THIS INFORMATION MUST ALSO BE ENCLOSED WITH THIS CONTRACT ON SUBMISSION. NO BERTH WILL BE ASSIGNED UNTIL THIS AFOREMENTIONED INSURANCE PAGE IS RECEIVED.***

9. The Marina does not under this Agreement ensure or grant any winter storage for the herein described vessel

10. The “**SEASON**” as used in this agreement shall be April 15, 2009 to October 15, 2009.

11. The Owner of any vessel without paid 2009/2010 winter storage at the Tarrytown Boat & Yacht Club, Inc., whose vessel is not removed from Marina waters by October 16, 2009, is subject to a \$50.00 per day charge until the vessel is removed by owner.

12. In the event the Owner sells his/her vessel during the term of this agreement, the agreement terminates as of the date of sale. The space cannot be assigned to the new owner. The new owner may apply for berthing in accordance with the requirements of the Marina for all applicants, subordinate to any prior approved applicants. Refunds MAY be made to the Owner at the discretion of the Board of Directors, for the unused portion of the agreement as per the prevailing rate schedule, provided that the space is rented for the unused portion of the season.

13. The Owner agrees to obtain and maintain hull insurance covering any and all damages to his/her vessel. Failure of the Owner to carry hull insurance renders the Owner by his/her consent to be self-insured for the purpose of this agreement.

14. The Owner specifically limits the award of damage against the Marina to the difference between the amount paid by the aforementioned insurance policy plus any deductible and the actual costs paid to repair those damages. In no instance shall this amount exceed the sum of \$500.00

15. Fueling is only permitted at the Tarrytown Marina, Inc. gas docks with fuel purchased at the fuel dock. Refueling elsewhere in the Marina is strictly prohibited.

16. The Owner (or his/her agent) shall regularly inspect his/her vessel and dock lines, and take any steps necessary to avoid damage to his/her vessel, other vessels and Marina property. ***Any mishap resulting in damage to another vessel or property within the Marina is to be reported to the Dockmaster immediately.***

17. The Marina reserves the right to charge Owner an administrative/finance fee on all delinquent balances payable to the Marina.

18. The Owner hereby grants to the Marina a lien for all unpaid lawful charges, past and current for berthing, labor and services.

19. The Owner must be a member in good standing of the **Tarrytown Boat Club, Inc.** If the Owner is not such a member, this contract will become null and void.

20. Owners are required to insert tell tale tablets into the holding tank(s)The Owner also hereby grants the Harbor Master and or an Employee or Member of the Marina Board of Directors access to insert tablet(s) into the boat's holding tank and for the purpose of monitoring dumping within the Marina, throughout the season. This is a Village regulation. No pumping or dumping of waste into the waters of the marina is permitted.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AT TARRYTOWN, NEW YORK ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

(Print Insurance Company Name)

_____/_____
(Policy Number)/Policy end date

(Print Name of Owner)

Tarrytown Marina, Inc.

(Owner's Signature)

Robert Rossi, President

RULES & REGULATIONS OF THE TARRYTOWN MARINA, INC.

The following rules and regulations are part of the Marina Berthing Agreement.

1. Berths shall be assigned by the Dockmaster and no changes shall be made without his permission. No berth may be sub-rented. **Owner must report to the Dockmaster when the vessel is to be away overnight.** The Dockmaster reserves the right to use any berth when the vessel is known to be absent.
2. The boat Owner is responsible for the safe and secure mooring of the vessel. Boats shall be secured **ONLY** to pilings or cleats supplied by the Marina. A minimum of bow, stern, forward and aft spring lines shall be used. Lines must be adjusted so that no parts of the boat (such as bowsprits or anchor davits) overhang floats or docks. **Nylon lines in good condition** with minimum manufacturer standards are required: up to 20' 3/8" line; 20' to 30' 1/2" line; 30' to 40' 5/8" line and 40' and over 3/4" line. No polypropylene or natural fiber lines may be used for mooring. If the above is not complied with the Marina will install lines and bill the Owner for lines and labor.
3. By soliciting and accepting berthing space in the Marina, the Owner knowingly accepts full responsibility for any losses on, or damage to his/her boat in the Marina. Owner also accepts responsibility for any injury or damage to other persons or properties caused by Owner's or Owner's agent's negligence.
4. Disorderly or destructive conduct by the Owner or his/her guests shall be cause for cancellation of the berthing agreement and the Owner will be required to remove his/her vessel from the Marina PROMPTLY.
5. Disposal of garbage and trash, except in the provided receptacles is prohibited. All garbage or trash must be in plastic bags, and then placed in receptacles.
6. See Dockmaster for instructions on the proper disposal of used oil.
7. Storage of fuel, empty fuel containers, gear or furniture on the docks or floats is prohibited. Passageway on floats or docks is not to be blocked or obstructed.

8. Open fire on boats, docks and floats is prohibited. No barbecue grills are to be used on boats docked in the marina at any time.
9. All dogs on the premises must be leashed. Dogs must not be allowed to create disturbances. Dog owners must remove all dog droppings.
10. Major repair or restoration work on boats at their slips, which disturbs the peace of their neighbors, is prohibited.
11. LEAVING AIR CONDITIONERS OR WATER HEATERS TURNED ON FOR MORE THAN SIX HOURS WITH NO ONE ON BOARD THE BOAT IS PROHIBITED. ADDITIONAL FEES MAY BE SUBJECT AND LEVIED IF THIS CLAUSE IS VIOLATED.
12. CIGARETTE type boats must be equipped with mufflers and must use them while in the Marina. No boat may exceed 75 decibels while in the Marina at any time.
13. Children under the age of 13 must be accompanied by an adult. New York State Law requires children up to 12 years old to wear a life jacket in the Marina.
14. Parking permits must be displayed on dashboard.
15. Parking is permitted in Boat Club spaces only.
16. No wooden dock steps will be allowed on docks; only fiberglass steps will be approved for use. Dockmaster must approve any steps in place on the docks.
17. No riding bikes or scooters on docks.
18. **“No Wake Zones”** must be strictly observed.

(Owner's Signature)