

Mooring & Storage Contract Terms

<u>DATE</u>	
<u>Driver License</u>	
<u>Boat Reg.</u>	
<u>Boat insurance policy</u>	
<u>Agency</u>	
<u>Summer</u>	20_____
<u>Winter</u>	20__ to 20__



QUINNIPIAC RIVER MARINA

309 Front Street
New Haven, CT 06513
Phone: 203-777-3625

Email: quinnipiacrivermarina@yahoo.com

OWNER(S) NAME (s) & BIRTHDATE(S)	
Cell/Emergency #	
HOME ADDRESS & PHONE #	
WORK ADDRESS & PHONE#	
EMAIL ADDRESS	
BOAT NAME/MANUFACTURER DESCRIPTION/OFFICIAL LENGTH	
TRAILER PLATE NUMBER# MANUFACTURER/# AXELS	
PLACEMENT /RESERVATION	First Choice: Second Choice:
<i>Electricity: less than 50 KWH n/c over 50 KWH stand fee \$15.00 plus .35 cents per KWH</i>	Assigned Stand _____ Initial Stand Reading & Date:
FEE PER FOOT PLUS TAX	
TOTAL DUE	Initial Amt Due _____ Date Due _____ Final Amt Due _____ Date Due _____

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PAID TO DATE:	Amt Paid _____ Date/Bal. _____ Amt Paid _____ Date/Bal. _____ Amt Paid _____ Date/Bal. _____
BOAT OWNER SIGNATURE/Date	

1. The word "**Marina**" is used here to indicate Quinnipiac River Marina, 309 Front Street, New Haven, CT 06513. The Word Tenant is used here to indicate the owner or authorized representative of any boat moored and stored at Quinnipiac River Marina.
2. To be admitted and to continue as a tenant of Quinnipiac River Marina a boat must be registered to a state, identified and marked as required by law.
3. Each tenant is responsible for any damage he or she may cause to other boats in the marina or to the structures or facilities thereof. **Certificate of Insurance mailed, emailed or delivered to: Quinnipiac River Marina, 309 Front street, New Haven, Ct 06513.** All reasonable precautions will be taken to ensure the safety of tenant's property. The marina assumes no responsibility for the safety of any vessel or property and marina will not be liable for fire, theft, or damage to any vessel, its equipment or property, however arising.
4. **ALL BOATS MUST HAVE VALID HULL AND LIABILITY INSURANCE AT ALL TIMES WHILE ON THE QRM PREMISES/DOCKS.** The marina will take reasonable precautions to ensure the safety of all boats: The marina assumes no responsibility for any damages as result of theft, storm, rain, fire, ice, flood, act of god including hurricanes, tornadoes and acts of terrorism or any other causes beyond the marinas control. It is STRONGLY recommended that all valuables be removed from the boat.
5. **Fees are charged based on an in-person measurement of the total length of the boat from any bow rails or accessories to the most aft portion of the vessel including any swim platforms, powertrain or accessories.**
6. A contracted slip at QRM is guaranteed when 50% of the mooring fee is paid in advance of the start of the next season. Payment in full is required prior to the boat occupying the slip. **NO CASH NO SPLASH.**
7. All bills, past and current must be paid before any boat will be launched.
8. A service charge of 5% per month will be added to all balances over 30 days past due.
9. A fee of \$50.00 will be charged for any check returned for insufficient funds.
10. Slip rental are non-transferable. Deposits on future slips or storage are not refundable.
11. **SUMMER STORAGE IS MAY 1 TO OCTOBER 31,**
12. **WINTER STORAGE IS NOVEMBER 1 TO APRIL 30.**
13. Winter Storage ends on April 30. Summer mooring starts May 1, and must be paid in full prior to boats occupying slips. Boats not out of winter storage by July 1, could lose their position at the docks.
14. Boat Owners cannot live on a boat on land without express written consent in contract.

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15. Legal proceedings will be commenced by the marina for any boat remaining in the yard for ONE consecutive season without full payment made for winter or summer storage fees and will be subject to the daily storage fees (\$50/day) for the occupied time. THIS DAILY FEE WILL BE IMPLEMENTED IMMEDIATELY AFTER EACH SEASON IN THE EVENT A NEW VALID CONTRACT AND FULL PAYMENT HAS NOT BEEN SIGNED OR RECEIVED. IT IS THE BOAT OWNERS RESPONSIBILITY TO SECURE NEW CONTRACTS SEASONALLY AND REMIT PAYMENT IN FULL IN COMPLIANCE WITH THIS CONTRACT.
16. The owner agrees to pay all costs and expenses incurred by the marina in any action taken to enforce any obligations owned hereunder and the payment of any sums due and payable by the owner to the marina for purchases, service rendered, or material supplied. This includes attorney's fees and court costs as well as related DMV or DEEP fees associated.
17. The slip fee includes the boat being put in and out OR use of ramp or lift once in the beginning and end of season only. Extra lifts for mechanical problems etc are charged at the posted rate which can be found on the QRM Price List.
18. Standard scheduled labor rate is \$85.00 /hour. Emergency labor will be charged at a rate of \$100 /hour.
19. All in yard moves requested by the boat owners will incur a \$85.00 charge.
20. No boat should have live electricity plugged in during dry winter storage to minimize the possibility of fires and damages from snowplows. Any cords left plugged in will be unplugged and a charge of \$50.00 will be assessed
21. The marina will not be responsible for any property left on the docks or in the marina.
22. Pets should be on leash at all times and owners are responsible for cleaning up after their pets. A \$25 fee will be assessed to any customers observed to not follow this rule on a per instance basis.
23. All children under 12 years of age must wear life jacket at all times. No Running, swimming and diving of any kind is permitted on the docks at the marina.
24. Alcoholic beverages shall not be permitted on the docks and the use of ANY FOUL language shall not be permitted.
25. All boat owners are responsible to follow Department of Environmental Guidelines and federal, state and local laws. (DEEP)
- 26.** In order to ensure an environmentally clean marina, boat owners must keep the area around their boat clean. No stripping or grinding is allowed except in the area designate for this purpose. The marina will assess a separate fee for the disposal of the boat owner's hazardous wastes. Gasoline may not be transported onto dock in cans as it is against the law. Violators will be asked to leave the marina. **There is a \$10,000.00 Fine to the marina and a \$1,500.00 to the boat owner imposed by the DEEP if caught which will be the sole financial responsibility of the boat owner.**
27. Tenant and their guests are responsible for placing waste products in receptacles provided by the marina. The marina is NOT responsible for waste oil, old fuel products or other environmentally hazardous material. Any waste above normal waste generation (food and personal waste products) such as boat materials, furniture, electronics, glass, fishing supplies, etc shall not be

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discarded on site and shall be removed and disposed of in accordance with state and local regulations governing the disposal of trash/waste. This shall be the full financial responsibility of the Boat Owner. Further, if dumping of above mentioned materials is observed on site, a fee equivalent to the cost of disposal shall be imposed upon the boat owner.

28. **If any work is done on site by boat owners**, owners are required to place tarps underneath their boat and are responsible for their equipment and clean up. Any building materials, supplies or auxiliary tools shall be cleaned up and secured on a daily basis.
29. **ALL OUTSIDE CONTRACTORS** must check in at the marina office and provide the marina with a *certificate of insurance* equal to the marina's limits. If not they will not be able to work on your boat. The marina may assess a fee if the contractor is using the marina facilities such as electric, water or rubbish removal.
30. Owners are not permitted to use open-fire heaters or other flammable materials on the boats or docks. Laundry shall not be hung on boats or on docks. In addition, no dock boxes on the docks are acceptable. No signs of any kind shall be hung or affixed to any vessel. Further, boat owners are responsible for ensuring that the dock area around their boats are clean and free of debris, materials, equipment, hoses, buoys, tables, chairs, electrical systems, etc. Owners will be given a one time cleanliness warning, after which a fine of \$20 per day will be assessed until the area is cleaned to QRM satisfaction.
31. The boat owner and guests for whom he/she is responsible agrees to conduct him/her at all times when on the property of the marina, so as to create no annoyance, hazard, or nuisance to the marina or other owners. Noises shall be kept to a minimum at all times. Tenants shall use discretion in operating engines, generators, radios, and television sets so as not to create any nuisance or disturbance. **We are a family-oriented marina boaters should curb their activities after 10 p.m.**
32. When a boat enters the Marina, it immediately comes under the jurisdiction of the marina and with the exception of tying up at the fuel dock should be moored in their contracted slip. The Marina has the sole discretion to move, shift or alter position of any vessel under its jurisdiction at any time to ensure the safety of all marina customers and the facility itself.

33. All boats must be secured in their berths in a manner acceptable to the marina or the marina will adequately secure the boat and assess a fee for the time and material used. It is strongly recommended that IN STORM CONDITIONS that the boats be tied up with the bow pointed up river or north. Double lines are recommended. The docks are not intended to secure boats in hurricane or severe storm conditions and boat owners must make proper arrangements in these instances to relocate to a suitable mooring location or to be placed on land. Emergency labor charges will apply if not scheduled with the Marina in advance of a known storm.
34. OWNER IS RESPONSIBLE FOR DRAIN PLUG(S) REMOVAL AND MAKING SURE THEY ARE ON THE BOAT BEFORE LAUNCHING.

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35. Tenders and Dinghies must be stored on the owner's vessel or will charged a fee equivalent to the total linear feet of the vessel in relation to the dock it is located on. It is recommended that tenders and dinghies be stored on Dock E and a separate storage contract executed.
36. Electricity is subject to disruption, plan accordingly. Tenants should not keep perishable or valuable food in refrigerators when they not on board. The marina will NOT be responsible for the cost of spoiled food or cleaning for any reason. Customers will be charged per kilowatt hour on a monthly basis based on in person reading of the assigned meter. All meters will remain in the OFF position and locked until assigned to a vessel. All connections to the assigned meter shall be made with approved and satisfactory hardware and shall not exceed the load capacity of the meter or hardware.
37. Marina will not be responsible for instruments at the top of the mast. Sailboats stored with the mast in must have all halyards properly tied off to minimize noise to our residential neighbors. There is an extra charge for sailboat launching and hauling, reference QRM Price List for details.
38. *For tenants using their own ground tackle. Ground Tackle* must be clearly marked with the owner's name and boat name. Any equipment remaining without specific arrangements for their storage will be taken over by the marina.
39. Winter covers will not be tied to jack supporting hulls. Covers tied in this manner may be removed by the marina.
40. All vessels for which are stored on land for either Winter or Summer Season are required to be covered either with a properly fitted and secured boat cover or with shrink wrap, tarps or other generic covering systems are not acceptable.
41. Any contract in a corporation name is personally guaranteed by the person signing this contract, even though that person is signing the contract as an officer of a corporation. The signer of contract agrees to be personally responsible for all the terms and conditions of this contract.
42. In the event of a severe storm, Hurricane or act of God the marina will attempt, if practical and safely possible to provide preparation and damage prevention service, the costs for which will be prorated over all the boats in the marina; however, the owner or his or her agent is solely responsible to take all the emergency measures possible, and the marina does not assume any responsibility for said protection and/or damages to the owners boats. A special fee may be assessed for emergency lifts in case of hurricane, or severe weather.
43. This contract will stay enforced until a new contract is made.
44. Live aboard clients are permitted to have one car per vessel that is used daily, registered and operable on the premises; all other cars will be charged a storage fee. No vehicle shall have any work, mechanical or otherwise completed while parked on the premises, this includes self washing of cars, detailing, oil changes, etc.
45. Guests are only allowed on boats if the owner is on their Vessel. Vessel Owners are required to meet any and all guests at the gate and escort them to the vessel, the gate code MUST NOT be given out to any visitors. Subletting, operating short term rentals, or otherwise offering boats to the public is forbidden without express written consent from QRM and violation will be subject to termination of contract and expulsion from the dock.

Signature Page to Follow:

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Date: _____ Boat Owner _____

Date: _____ Quinnipiac River Marina: _____