Don's Dock LLC Marina

228 North Water Street

Stonington, CT 06378



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Dockage, Moorings, Launch Ramp, Boat & Dock Repairs, Boat Storage, Ice, Fuel

## Dockage and Lease Agreement for the 2024 SEASON May 1 thru October 31

| Name:  |                     |            |                   |
|--|---------------------|------------|-------------------|
| Telephone: (Home)                                    | Cell_:              | ( Lo       | ocal/ Business)   |
| Address: (Street)                                    | <u>(</u> <b>P</b> . | O. Box)    | (email)           |
| City   | State:              | Zip:       |                   |
| MakeMo   | delLength           | Beam       |                   |
| Registration # & State                               | Hull Color          | Boat Name: | <u>Circle One</u> |
| DOCKAGE Season (\$1,4                                | 440.00 Minimum)     | LOA X      | \$96.00 =         |
| Dinghy Corner No assigned space. No boats over 10ft. |                     |            | \$725.00          |
| Dinghy Rack  | Number of Dinghies  | X          | \$505.00 =        |
| Summer Storage (On land                              | l \$720.00 minimum) | LOA X      | \$48.00 =         |
| Trailer Storage (\$415 for dockage customers)        |                     |            | \$564.00 =        |
| Locker Rental (ANNUA)                                | L) Number of lock   | xers X     | \$225.00 =        |
|  |                     |            |                   |
| TOTAL (Before Sales Tax)                             | )                   |            | \$                |
| TAX: CT. Sales tax at 6.35%                          |                     |            | \$                |
| GRAND TOTAL (Includin                                | \$                  |            |                   |
| 50 % payment due to reserve slip                     |                     |            | \$                |
| Remainder due will be invoiced on 4/1/24             |                     |            | \$                |
|  |                     |            |                   |

\*LOA includes bowsprits, pulpits, motor brackets, and swim platforms, rounded to nearest Whole Foot.

Dockage payments are non-refundable.

I have read and agree to the terms and conditions of this contract.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Payment Terms: Payment is due upon receipt of invoice. A 11/2% monthly service charge (18% annually, min \$5.00) will be placed on all accounts not paid within 30 days together with all collection costs and attorney fees. Vessels with accounts that are in arrears will not be launched. Boats not scheduled for launching before May 1, 2024 will be subject to storage and moving fees at current monthly rates. Seasonal rates only apply to contracts paid by May 1, 2024. Boats with paid dockage agreements will not be subject to extra storage fees.

<u>Contract terms</u> are from May 1, 2024 thru October 31, 2024 if a new contract is not signed after the afore mentioned date this contract will remain in effect with the exception of rates which will be the most current rates and terms. No slip, mooring or space may be subleased and Don's Dock LLC, retains the right to utilize a boat owner's slip or mooring when vacant. The granting of any storage space, mooring, slip or dock space, tie-up privilege or of any towing, moving or hauling service, or of any repair, replacement or construction service or of any other service is accepted with the full understanding and agreement that neither the yard, its officers, employees or agents shall be responsible for the safety of any boat on shore, in water wherever situated; and none of them shall be liable for any loss or damage from any cause, including fire and theft, storm or any other cause beyond our control. Without assuming responsibility owners, managers and/or assigned employees are expressly given permission to board any boat while at Don's Dock LLC in order to protect said craft, the docks or the property of other boat owners

<u>Outside Contractors</u> may not undertake any work on vessels at Don's Dock LLC without the prior approval of the Don's Dock LLC. The contractor must provide evidence of liability insurance equal to \$2,000,000.00 and adequate worker's compensation and/or disability coverage. Outside contractors must follow all marina rules and regulations. Outside contractors may also be subject to a 10% commission payable to Don's Dock LLC. Don's Dock LLC reserves the right to stop any contractor or "do-it-yourselfer" from work that is harmful to the environment or disruptive to other Tenants. Any outside contractor who is not registered at the Don's Dock LLC office will be asked to leave.

TRAILERS, CRADLES AND DINGHIES left on Don's Dock LLC property after November 1st (winter) or May 1st (summer), will be charged at regular storage rates. Trailers or dinghies being stored Don's Dock LLC must be clearly marked with owner's name. If unmarked, Don's Dock LLC will label such items and the owner agrees to label fees.

**BOATS LEFT AFTER TERM**: If you leave you boat with Don's Dock LLC for dockage or storage after the term of this Contract without signing a new Contract, you agree to pay a rental fee at the applicable storage or dockage monthly rate until you sign a new Contract or remove your boat from the marina. If any boat is stored at the marina for more than one year without signing a new contract, we will consider the boat as abandoned property. If this happens, we will send you a written notice to the address on the last contract and may remove your boat and dispose of it as we see fit under Connecticut law.

TRANSIENT USE OF SLIPS: Dons Dock reserves the right to rent slips to transient boaters when such slips are not occupied by Owner with no allowance of any kind to Owner. It is Owner's responsibility to advise the marina office of departure and return dates to assure that its currently assigned slip will be available upon the vessel's return. If Owner fails to provide such notice, and its slip is empty, Dons Dock shall assume the slip is available for rent to transient boaters and Dons Dock cannot guarantee the slip will be available to Owner upon its return. Dons Dock recognizes that Owner travel plans may change due to weather and other reasons and agrees to use its best efforts to accommodate Owner but does not guarantee that Owner's slip shall be available in such an instance.

## **General Dockage Rules**

1. No oil changes or engine work allowed without permission from Don's Dock LLC, No toxic chemicals may be used. **No transferring fuel from portable gas tank to boat gas tank while dockside.** All Antifreeze, cleaning materials must be biodegradable. Overboard discharge of heads or holding tanks at Don's Dock LLC is strictly prohibited. Discharge of fuel/oils is also prohibited. No bottom paint may be sanded without using dustless sanders and ground covers. No bottom paint and/or growth may be scraped or power washed on property. Owners violating environmental rules may be asked to leave and may be subject to fines.

2. No electrical extension cords may be left plugged in unattended. No electric heaters may be used. Customers are not permitted to: strip paint, run engines, light stoves, or use flammable materials unless under yard supervision. Customers are required to keep the area surrounding their boats clean, or the yard will charge for cleanup labor at our current hourly rates.

3. Don's Dock LLC is not responsible for fire, storm, theft, winds, or ice damage and the customer agrees to hold the yard harmless in the event of such occurrences. Don's Dock LLC does not provide insurance for any vessels stored at its facilities. The customer assumes complete care, custody and control of his/her boat and equipment while his/her boat is on Don's Dock LLC premises.

4. Don's Dock LLC provides minimum-security protection and assumes no responsibilities for person(s) or property. The owner agrees to adhere to all State and Federal laws and will be responsible for misuse.

5. Owners without slips are entitled to three days of transient dockage after the boat is launched or until the weekend after the boat is launched, whichever is sooner, after which dockage will be charged at regular transient rates.

6. Transfers: You agree to notify us promptly in writing of any change of ownership of the boat. If you sell or charter your boat or cancel this contract, all your rights to berth are forfeited, including any rental you may have paid. **Slips are non-transferable**.

7. Pets shall be leashed at all times and not allowed to roam unattended. Owner is responsible for immediately removing the dropping of its and its guest's pets. Don's Dock LLC reserves the right to prohibit any pet from the premises.

8. No fish cleaning on dock or floats. Fish carcasses are not to be thrown in water around the docks. If compost or freezing is not an option double-bag fish parts and throw in trash container.

9. Between the hours of 9 pm and 7 am Customers are not permitted to work on boats, flush motors, rev engines or make any excessive noises that would disrupt our neighbors.

10. Underwater bottom cleaning, hull scraping, or any in-water process that removes paint from the boat bottom is prohibited at marina.

Boat owners found not obeying rules and conditions will be asked to remove their vessel immediately and will forfeit any monies paid for services provided with this contract.