

2019/20 YEAR ROUND CONTRACT
 (INCLUDES: SUMMER SLIP & OUTSIDE ON LAND WINTER STORAGE)
BETWEEN MAPLE AVE. MARINA, LLC “OPERATOR”
121 MAPLE AVENUE, BAY SHORE, NEW YORK 11706
AND LICENSEE:

NAME:	“Licensee”
EMAIL (PRINT CLEARLY):	
ADDRESS:	
CITY:	
STATE:	
ZIP:	
PHONE (DAY)/ CELL:	
VESSAL Manufacturer:	
LENGTH (LOA):	
DOCK:	SLIP #: Or “same as Last Year” circle

LICENSE:

Maple Ave. Marina, LLC, (here after referred to as “MAM” or “the Marina”) grants to Licensee the right and privilege to the slip for mooring the above vessel only at its marina facility at 121 Maple Avenue, Bay Shore, New York on the terms and conditions set forth in this agreement. MAM also provides on land, out of water winter storage space to vessel above for the winter period. All boats are required to be out of the water November 15, 2019 thru March 31, 2020 unless agreed to by MAM in writing. **Licensee must also enter into a separate contract which includes additional fees for hauling and launching services.**

TERM:

This license shall commence on the date set forth above, or April 1, 2019, whichever shall be later and shall expire on March 31, 2020.

LICENSE FEE & PAYMENT:

The fee for this license is \$ _____ (20% of this total is taxable due to out of water storage). After May 1, 2020 a fee will be charged, and Licensee agrees to pay, of \$3.00 per foot for each day or any part thereof that the vessel remains on land. Payment of 50% of the license fee, by cash or check subject to collection, is due on the date of this agreement. Financing charges apply to any balance not paid in full at signing at 1.5% per month. Full payment is due by May 31, 2019 or the deposit/payments are forfeited. Deposits/payments are non-refundable. **There are no refunds.**

USE OF VESSEL:

The vessel and mooring slip shall be used only for personal recreational purposes and may not be let or hired to others or used for any commercial purpose including but not limited to the transportation of passengers or freight to or from Fire Island.

ASSIGNMENT AND SUBLICENSE:

The Licensee may not assign or sublease this license in whole or in part; licensee may not use the mooring slip or on land winter storage for any vessel other than the vessel described above.

AUTOMOBILES & PARKING:

This license shall also entitle the Licensee to park one automobile at the Maple Ave Marina, subject to the rules and regulations and at such location, as MAM shall direct, from time to time. Any additional parking will be subject to availability and at the then published parking rates. The season parking permit must be displayed in the windshield of the vehicle and guarantees licensee a space but not a specific location. The automobile to be parked shall be listed on the attached SEASON PARKING APPLICATION that is made a part of this licensee. The season parking permit period is listed on the license application.

INDEMNITY:

The Licensee shall indemnify and save harmless MAM from and against any and all liability, damage, penalties or judgments, including attorneys' fees, arising from injury to person or property sustained by anyone in and about the licensed premises and the adjacent docking facilities, shipyard and parking areas resulting from any act or acts or omission or omissions of Licensee or Licensee's agents, servants, employees, contractors, guests or invitees. Licensee shall, at Licensee's own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against MAM or in which MAM may be impleaded with others upon any such above mentioned matter, claim or counter claims, except as may result from the acts set forth in the following paragraph.

OPERATOR'S LIABILITY:

Except for its affirmative acts or negligence or the affirmative acts or negligence of its officers, agents, servants, employees or contractors, MAM shall not be responsible or liable for any damage or injury to any property, or to any person or persons, at any time on the licensed premises and the adjacent docking facilities, shipyard and parking areas, including any damage or injury to Licensee.

SECURITY & RISK OF LOSS:

Licensee expressly agrees and understands that MAM shall not be responsible for providing any security services for the shipyard or parking facility. Licensee accepts all risk of loss and assumes all liability for Licensee's vessel, personal property, and automobiles. MAM shall not be liable for any such loss, theft or damage resulting from; vandalism, storms, weather conditions, and/or acts of God, fire, theft, malicious mischief, personal injury, property damage, incidents of third parties, moths, rust, water, leakage, breakage, vermin, abnormal high or low tides, theft, explosion, snow, ice, freezing, wind, sinking, however, arising exception as a result of direct active negligence of the marina. Licensee shall save MAM harmless from any such loss or damage and the marina shall be under no obligation to insure the tenants boat, equipment or other property against any such loss or damage.

LICENSEE'S INSURANCE:

Licensee shall provide at Licensee's expense, and keep in force during the term of this license general public liability insurance, in a good and solvent insurance company or companies licensed to do business in the State of New York in the amount of at least \$500,000 with respect to injury or death of any one person, \$500,000 with respect to any one occurrence and \$500,000 with respect to property damage. Maple Avenue Marine, LLC shall be named as an additional insured by such Certificate(s). If for any reason the policy lapses or is never bounded the liability of any occurrence, which may arise, will be born personally by the person who signs this agreement.

SUBMERGED VESSEL:

If the Vessel should become submerged in the docking slip or within the docking facility, MAM is hereby authorized but is not obligated to raise the vessel at Licensee's expense and sole risk of loss.

ABANDONMENT:

In the event that the Vessel shall remain at the marina after the end date of the contract, it shall be deemed abandoned by Licensee to MAM. MAM may, but shall not be required to, secure and protect the vessel. Upon 10 days notice in writing by MAM to Licensee at Licensee's address set forth in the Docking License Agreement, which notice Licensee agrees is commercially reasonable, MAM may sell the vessel at private or public sale for cash or upon such terms as MAM deems reasonable. MAM may purchase the vessel at public sale. The proceeds of sale shall be applied first to the expenses of sale, then to expenses reasonably incurred by MAM in securing the vessel, then to any and all sums due to MAM from Licensee all interest with the balance, if any, to Licensee. For the purpose of this provision, Licensee hereby appoints MAM, or any officer of MAM, as Licensee's attorney-in- fact to execute any and all instruments on Licensee's behalf reasonably necessary to effectuate this provision

DESTRUCTION OF PREMISES:

In the event that the available docking space is damaged or destroyed so as in MAM's sole opinion to be generally unusable or unsafe to Licensee or others, MAM may elect to terminate this License on five (5) days written notice. This License shall thereupon terminate.

RENEWAL:

The term of this License is only for the season set forth above. Licensee expressly acknowledges that Licensee has no right to renew or extend this License. Any further grant of a Docking License shall be at MAM's sole discretion and upon such terms and conditions, as MAM shall deem appropriate.

LEGAL FEES:

If Licensee shall at any time default hereunder or violate any term or condition of this License, and if MAM shall, in connection therewith, retain its attorney to institute any action and/or render any other professional services, then Licensee will reimburse MAM for the reasonable expenses of attorneys' fees and disbursements incurred by MAM.

SUBORDINATION:

This Agreement and all rights of the Licensee hereunder are and shall be subject and subordinate to the lien of any mortgage or mortgages which now or may hereafter affect the fee title of the licensed premises and rights hereby created, and to any modifications, renewals, extension or replacements of such mortgage or mortgages.

CONDITIONS

- 1) No work may be performed on any boat or portion of land owned by MAM, or its exclusive marine service tenant, unless in writing by MAM, except that owners are permitted to perform minor maintenance on the boat. Absolutely no outside contractors unless expressly approved by MAM in writing.
- 2) Bottom painting, without exception is done exclusively by MAM's agent.
- 3) The Licensee warrants that he owns the boat above and is responsible for said boat. The Licensee shall be responsible for damage that the boat listed above may cause to other boats or equipment in the marina or to the structures or facilities there-of.
- 4) When a boat enters the property of MAM, for the purpose of dockage or winter storage, whether inside or out, dry or wet, rental, sale, or any other purpose, it immediately becomes subject to the control of the marina and shall be located only where moved and maneuvered as directed. MAM and its agents shall have the right to move the boat from one location to another from time to time at their discretion.
- 5) In the event of total loss to the boat, this agreement shall terminate as of the date a total loss to the boat is declared by the boat owner's insurance carrier and written notice of declaration from the insurance carrier is received by MAM.
- 6) The failure to make payment of all charges in accordance with this agreement shall create a lien upon the tenant's property in the amount of such default pursuant to the lien law of the State of New York. MAM, at its option, may declare this agreement terminated and the amount due from you will accelerate and be due immediately. MAM shall have the right to take such steps, whether by sale of the boat/ property, as necessary for the recovery of the amount due from you. In the event that any amount due is not paid within fifteen days after notice of such lien has been given to Licensee by MAM in writing sent to your address as herein set forth, MAM may cause such boat or property to be sold either at public or private sale and may first retain proceeds from the sale to satisfy any and all amounts. If the proceeds of a sale of your vessel do not cover your debt to MAM then that amount not covered becomes the obligation of the signer of this contract, the Licensee agrees to pay it to MAM at once. In the event of default by the Licensee, or other dispute, the Licensee agrees to waive trial by jury and agrees to reimburse the marina, in full, for any attorney's fees and/or any other legal expenses incurred by reason of a breach of any of the provisions of the agreement.
- 7) MAM shall have the right to move the boat in an emergency or to make repairs to MAM facilities.
- 8) All responsible care will be taken by MAM of Licensee's property. However, MAM assumes no responsibility for the safety of any boat in the marina, while afloat or otherwise or before, during or after the boat is hauled, or while it is awaiting haulage, being transported or is in storage.
- 9) MAM does not employ guards or watchman upon its premises, nor is it under any duty or obligation to do so or to keep Licensee's boat under surveillance at any time and the failure to maintain such a guard or watchman shall not be deemed to constitute negligence on its part. Nor shall the employment of such a guard or watchman be deemed to create any obligation on the part of MAM for the care or safety of Licensee's boat or the equipment thereon.
- 10) The Licensee shall not charge batteries in the boat during winter storage; use sand blasting equipment, or allow water or any other liquid to drain from the boat to the ground; use heaters of any type without the prior written approval of the marina (for which an appropriate charge shall be made); create toxic or obnoxious odors; build scaffolding or adjust shoring in any way without permission.
- 11) MAM does not guarantee continuity of electric power.
- 12) Boats arranging for winter storage must allow for at least 2-week delay in winterizing. Winterizing is not guaranteed on any boat arriving less than two weeks before freezing conditions. Boats accepted for wet winter storage must be decommissioned and put into dead boat condition. Power plug-ins, other than emergency, are strictly forbidden during wet winter storage.
- 13) If after a boat is launched from dry storage and it becomes necessary to clean up the area as a result of tenants bad housekeeping practices, the tenant will be charged appropriately.
- 14) Tenants are required to remove drain plugs when boats are in upland winter storage, failure to do so may result in significant damage to boat.

RULES AND REGULATIONS:

VESSEL HANDLING: Vessel must be operated in and around the facility in seaman like manner and in compliance with all laws and regulations. The Rules of the Road and maritime courtesies must be observed,

LINES, ETC.: Vessel owner shall supply and properly maintain all necessary dock and mooring lines, fenders, water hoses and all other equipment required for the safe mooring of the vessel.

OBSTRUCTIONS: Vessel owner shall not obstruct any adjacent dock or pier, access way, parking area, or navigation lanes within the mooring and parking facilities or the marina. All hoses must be stowed aboard the Vessel. No hardware, appliance, fixture or device may be installed on the bulkhead, piers, and decks, mooring piles or lands of the Shipyard without prior written consent. When so installed after consent, they shall be removed at the sole expense of Vessel owner prior to the expiration date of the Docking License.

WASTE DISPOSAL AND POLLUTION: Vessel owner agrees to maintain the premises adjacent to the docking area in a neat, clean and safe condition and shall collect all Vessels' garbage and trash, using proper containers. If Maple Avenue Marina, LLC maintains a receptacle for general use, Vessel owner may utilize the same; otherwise Vessel owner shall remove such garbage and trash for appropriate off-site disposal.

Vessel owner shall not permit the discharge of any substance onto the property of Maple Avenue Marine or into the tidal waters that is prohibited by any regulatory authority and shall dispose of such substances only in an approved matter.

OUTSIDE CONTRACTORS: No outside mechanics, canvas makers, electronic repairmen, electricians, plumbers, painters, carpenters, sign painters, engine mechanics or other repair, service, maintenance or technical workers are permitted to work in the marina except with the prior written consent of Maple Avenue Marina or Dickson’s Marine and payment, if required of a concession fee.

MAINTENANCE: Vessel owner shall maintain the Vessel in a neat, clean and safe condition and appearance while within the mooring facility. Vessel owner personally may make minor repairs, "touch up" paint and maintain bright work, fittings and accessories.

MAINTENANCE MATERIALS: All materials for the maintenance and repair of the Vessel within the mooring facility shall be purchased from or through Maple Avenue Marina, so long as Maple Avenue Marina is able to reasonably supply the same.

HULL WORK-- All repairs to and maintenance of the Vessel's hull shall be done by or through Maple Avenue Marina at its regular and customary rates and charges.

OVERNIGHT USE: The Vessel may not be used for overnight accommodations or for residential purposes while moored at Maple Avenue Marina.

FLAMES, ETC.: No gas or open flame torch may be used for any boat maintenance or repair while at Maple Avenue Marina.

FISHING, ETC.: No crabbing, fishing or like recreation is permitted at the mooring or on the premises of Maple Avenue Marina.

CHILDREN: All children must be under the constant supervision of the Licensee and are not permitted to play on or within the moorings or marina.

GUESTS: Vessel owner shall be responsible for the safety and acts of all family members, guests and invitees.

DOGS: All dogs must be kept under leash and cleaned up after.

ALCOHOL: The consumption of alcoholic beverages is strictly forbidden anywhere at the Marina.

NOISE MUSIC, ETC.: No unreasonable noise is permitted at any docking or within the marina that might be annoying or offensive to others. Consumption of alcoholic beverages at the marina is strictly prohibited.

VACANT SLIPS: Maple Avenue Marina reserves the right to license to others the use of any vacant Mooring Slip. However, any transients will be required to surrender the mooring slip upon Vessel's return.

WATER & ELECTRIC: Use of water in moderation is included in fee. Water is not available from November 1st to April 1st. Use of electric is extra. MAM, LLC may at its sole discretion charge customer what it believes to be a reasonable fee to cover cost of electric use plus an administrative surcharge.

LICENSEE

Agreed to and accepted:

Signed: _____ Print name: _____

Date: _____