

BANTAM LAKE SKI CLUB, INC.

On North Shore Road

P.O. Box 24 – Morris, CT 06763

Dockage Agreement

Date: _____

Member's Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Home Telephone: (____) _____ Work: (____) _____

Emergency Phone: (____) _____

Boat Make and Year: _____ Color: _____

Length and Beam: _____ Registration Number: _____

*Insurance Carrier: _____

Address: _____

Insurance Policy No: _____ Exp. Date: _____

USA Waterski Member No: _____

DOCKAGE RULES AND REGULATIONS

1. Member shall use the slip space allocated for the purpose of dockage for the above-described boat and for no other purpose, for the summer boating season, in the year referenced above.
2. Member acknowledges that the right to use the slip space is only a license and not a lease of property and is terminable at any time by BLSC. This license does not create a bailment, and BLSC has no duties of care with respect to Member's boat. Use of the dock slip is solely and completely at the risk of the member.
3. Member shall pay to BLSC, dockage charges in the amount of **One Thousand Two Hundred Sixty Dollars (\$1,260.00)**** for the boating season. A non-refundable deposit of **Two Hundred Dollars (200.00)** must be received by BLSC with the signed dockage agreement AND certificate of insurance (see #4 below) **no later than April 15** to reserve a slip. The balance shall be paid before the boat is launched but **no later than May 15**. No rebates will be made upon the discontinuance of slip use.

**The slip holder assigned to the innermost slip (closest to shore) on the west side of the dock shall be entitled to a discount of Two Hundred and Twenty Five Dollars (\$225) from the seasonal rate due to the reduced size and accessibility of that slip. All other terms apply. Slip assignments will be at the discretion of the Dock Master / Dock Committee.

4. Member must submit with slip application, a certificate of insurance evidencing liability coverage in the minimum amount of THREE HUNDRED THOUSAND DOLLARS (\$300,000) and naming the Bantam Lake Ski Club, Inc. as an additional insured on said policy. Member is responsible for providing BLSC with updated certificated of insurance as policies are changed and renewed.
5. Member agrees to defend, hold harmless, and indemnify BLSC and its officers from any and all claims, actions, causes of action, demands, or judgments of any type whatsoever which may be brought by anyone on account of the Member's utilization of the slip, dock or otherwise in any way related to this dockage agreement. Member further agrees that if any portion, or percentage of any responsibility, liability, action, cause of action, or other claim for damages arising from or related to Member's utilization of the slip, dock or otherwise in any way related to this dockage agreement is attributable to BLSC or its officers, or if it is ever determined in any existing or future suit, action, cause of action, proceeding, or other claim for damages that BLSC and/or its officer(s) is a joint tortfeasor in any way responsible or liable for any fraction, portion, or percentage of any related damages, judgment, award, or other recovery, then this dockage agreement shall serve to discharge any such responsibility, liability, action, cause of action, or other claim for damages, and Member agrees to satisfy or waive that fraction, portion, or percentage of any such responsibility, liability, action, cause of action, claim for damages or resulting judgment, award, or other recovery that is attributed to BLSC and/or its officers.
6. Member must be the registered owner of the boat. The slip is not transferable in the event that the boat is sold and Member shall not switch slips with any other member without first receiving the permission of the Dock Master.
7. Pursuant to this agreement, the above described boat, at all times, shall be used solely for pleasure and shall not be used in any commercial activity or undertaking while in a Bantam Lake Ski Club Slip space.
8. In the event of an emergency, BLSC, in its sole discretion, may move the boat from the slip to any other place, and neither BLSC, nor any of its officers, directors or agents, shall have any liability to Member or to any other person for any loss or damage resulting from any such movement of the boat or from any failure to so move the boat, whether occurring by negligence, or otherwise, and Member waives any rights against BLSC, its officers, directors agents by reason of such emergency.
9. BLSC shall not assume any responsibility for any injuries to Member, or Member's family members or guest while on BLSC property.
10. BLSC shall not assume any responsibility for any loss or damage by theft, fire, act of God or otherwise to Member's boat or other personal property.
11. Member shall keep the space allotted to him or her in a neat and orderly condition, free from clutter and fire hazard. Furthermore, Member:
 - a. Shall strictly comply with the rules and regulation that may from time to time be issue by BLSC for the regulation of the dock slips, the approaches thereto and for the admission of person and property; and
 - b. Shall at all times comply with all local and state ordinances, laws and regulations.
12. Member shall maintain full property and liability insurance policies covering the Member's boat as required herein.

13. Member shall be responsible for all hardware and accessories (rugs, hooks, lines, etc.) for his or her individual slip and to be sure the boat is properly secured when not in use.

Note: Slip holders may not modify the dock in any way. All mooring accessories (lines, bumpers, etc.) may only be mounted in a temporary fashion, and must NOT include any hard fasteners (nails, screws, etc). All permanent/hard mounting must be approved and installed by the Dock Master/Dock Committee or their assignee.

14. Dock agreements must be signed and returned with all applicable insurance information and full payment of annual dock rental fee, BLSC membership and USA Waterski membership by May 15 of the rental season. Any slip that remains unpaid after May 15 of that year will be forfeited and will be assigned to the next member on the waiting list. **Only current and fully paid members of the BLSC and USA Waterski are qualified for slip rental or to be on the slip waiting list.**

15. No slip may be sub-let by any slip holder, whether for compensation or otherwise. Only the boat described in this application may occupy the slip assigned to each slip holder. In the event a slip holder acquires a new boat during the dockage agreement season, a new dockage agreement must be completed, signed, and returned to BLSC with all application insurance data before such boat is allowed to be moored at the slip.

16. The slip waiting list is comprised from members' yearly applications. The waiting list is held and maintained by the Dock Master. A copy will also be sent to Membership Committee Chair person and Secretary.

The waiting list is made up from applications received (based on postmark dates) by the club. A member's name will be added to the waiting list when the request to be on the slip waiting list is circled on the application. New names will be added to the previous year's waiting list. Names of members that do not have their paid membership applications in by May 15th will be removed from the list.

17. If a slip holder forfeits their slip in the middle of the season, the next person on the waiting list will be given the opportunity to take the vacant slip. The officers of the club reserve the right to sublet the slip for the remainder of the season if the next person on the waiting list is unable to fulfill the lease for the remainder of the year. There will be no movement/trading of slips during the season, without the authorization of the Dock Master/Dock Committee.

The BLSC reserves the right to assign slips based on specific needs of our members or of the club needs, (i.e. matching slip width to boat, placing outboards in shallow water, etc).

I, _____, have read, understand and agree to abide by the Dockage Rules and Regulations as contained herein. I further understand and agree that if I fail to adhere to any of the Dockage Rules and Regulations as set forth herein or with the Constitution, By-Laws and Rules and Regulations of the Bantam Lake Ski Club as may from time to time be amended, BLSC shall have the right to cancel this agreement immediately and forthwith permanently terminate my Member's slip rental privileges.

I, _____, specifically agree to the release and indemnity provisions of paragraph 5.

Signed: _____ Date: _____

Signed: _____ Date: _____

Rev. March 2022