

HAMMOND'S COVE MARINA-CONTRACT #: _____

WWW.HAMMONDSCOVEMARINA.COM

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140 Reynolds Ave

Bronx, New York 10465

SUMMER CONTRACT 2018

OWNER NAME: _____

STREET: _____ CITY: _____

STATE: _____ ZIP: _____ HOME PHONE NO.: _____

MOBILE PHONE NO: _____ BOAT _____

MAKE: _____ REGISTRATION NO.: _____

LENGTH :(L.O.A. or measurement)) _____ BEAM: _____

DOC# _____

BOAT NAME: _____ OUTBOARD _____ INBOARD _____

I/O _____ HP: _____ ENGINE MODEL: _____ YEAR: _____

Launch week: _____ **Haul Week** _____

Note: The marina will make every effort to hold to dates but it is dependent upon such items as weather, equipment and your current account status. Boats hauled in the fall of 2018 must be launched by May15, 2019 or owner will be billed at the rate of \$20.00 per day. **Boats will be measured as length overall, including bow pulpits, swim platforms etc. or by manufacturers specifications whichever is greater. (20 FOOT MINIMUM)**

ALL BOATS THAT ARE NOT OUT BY DECEMBER 1, 2018, THERE IS NO GAURANTEE FOR BOTTOMING WASHING, WHEN YOU FINISHING WINTERIZING YOUR BOAT AND LET OFFICE KNOW YOU ARE READY FOR SHRINK WRAP YOU WILL THEN BE PUT ON LIST IT COULD BE TWO THREE WEEKS WAITIND PERIOD WEATHER PERMITTING.

Slips may be reassigned at any time at the Marina's discretion and need. Subscribers may not reassign nor move their slip without approval of the marina whether for short or long term. Late fees will be assessed a fee of **2% per month** after thirty days.

NO SLIP ASSIGNMENTS WILL BE GIVEN IF OUTSTANDING BILLS ARE NOT PAID AND SUMMER DEPOSIT IS NOT RECEIVED. NO BOAT WILL BE LAUNCHED UNTIL PAYMENT IS RECEIVED IN FULL.

This contract comprises the entire agreement affecting this storage and no other agreement or understanding of any nature concerning same has been made or entered into or will be recognized.

Signature _____ Date _____ **NO** 1
BOTTOMPAINING SEE #17 on CONTRACT (WATER IS NOT POTABLE,CANNOT BE USED FOR
DRINKING , WELL WATER)EMAIL ADDRESS _____ WATER IS
NOT POTABLE

**PLEASE SIGN AND RETURN THIS CONTRACT ALONG WITH A \$500.00
DEPOSIT BY MARCH 1, 2018**

\$ 90.00 PER FOOT _____ LOA _____ TAX = _____ TOTAL _____
\$*100.00SUMMER ONLY PER FOOT _____ LOA _____ TAX= _____ TOTAL _____

*SUMMER ONLY

LOA (LENGTH OVERALL) INCLUDES ANY SWIM PLATFORMS, BOWSPIRITS, ANCHORS, ETC.

ALL MECHANICAL WORK WILL BE BILLED SEPERATLEY

(20 FOOT MINIMUM)

BALANCE DUE JUNE 1, 2018 OR 2% INTEREST PER MONTH WILL BE CHARGED

**UPON SIGNING CONTRACT ALL MONIES ARE DUE UNLESS OTHERWISE NOTED BY
MUTUAL AGREEMENT IN OFFICE. 2% PER MONTH INTEREST WILL APPLY ON
OVERDUE INVOICES**

GENERAL TERMS AND CONDITIONS

As a slip is a unique space with limited availability. It is to be understood that signing a contract and giving the marina a deposit is binding. Whether the slip space is used or not the fee must be paid. If the slip is re-rented, an adjustment will be made towards the monies owed based on time and administrative fees. Upon signing a contract, a payment plan must be agreed upon. Missed payment will incur interest fees.

Agreement made and entered this date by and between Hammond's Cove Marina (hereafter MARINA) and the person whose name, address, and boat description is described on the reverse side (hereafter SUBSCRIBER). It is mutually agreed as follows:

1. SUBSCRIBER and MARINA shall obey all laws, rules, regulations, ordinances, etc. Failure to obey such laws, rules, regulations, ordinances, etc. shall render this AGREEMENT subject to cancellation after five (5) days written notice by the MARINA.

All boats shall display a valid registration. All payments shall be retained by the MARINA as liquidated damages.

2. No AGREEMENT will be considered accepted until all fees due are PAID IN FULL and all information requested on AGREEMENT is supplied by the SUBSCRIBER. SUBSCRIBER further authorizes the MARINA to take such action as it deems necessary and prudent should an emergency arise, and SUBSCRIBER agrees to pay for such emergency services including but not limited to replacing any dangerous or worn dock lines. MARINA is not obligated to undertake any action regarding SUBSCRIBER'S boat and MARINA'S failure to undertake such action will in no way expose MARINA to any liability. **SUBSCRIBER shall not at any time store or leave any dinghy, tube, or other water craft on any dock or finger without Marinas approval. ADDITIONAL CHARGES WILL APPLY**

3. MARINA assumes no responsibility for the safety of any boat at the MARINA and shall not be responsible for loss or damage to person or property due to wind, waves, theft, collision, chafing, vandalism, fire, or any other causes. If the marina notices a problem with your boat, you will receive one phone call. It is not our responsibility to "baby-sit" your boat.

SUBSCRIBER agrees that SUBSCRIBER will obtain insurance for general liability and to protect against unforeseen events such as accidental discharges, oil spills etc., and provide a current copy to the marina. All insurance must list Hammonds Cove Marina as an additional insured for both liability and environmental insurance. Guests are allowed to use the facility only when accompanied by SUBSCRIBER, who agrees to be fully responsible for their conduct and behavior.

4. Any monies paid by SUBSCRIBER to MARINA will not be refunded if SUBSCRIBER fails to occupy space. This agreement shall not be assigned, transferred, or cancelled by SUBSCRIBER unless written permission is granted by MARINA.

Signature _____ Date _____ **NO** 2
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5. SUBSCRIBER shall abide by and comply with all rules and regulations now and hereafter promulgated by the MARINA and approved by the Department of Parks. Any contractor must obtain permission from the MARINA before working on any boat & **provide Insurance.**

6. SUBSCRIBER agrees to be responsible to the MARINA and pay for any and all loss or damage to the floats, other boats, or other facilities caused by the SUBSCRIBER'S or the SUBSCRIBER, his agents, guests, employees, or anyone else operating SUBSCRIBER'S boat.

7. SUBSCRIBER must observe 5 MPH NO WAKE speed while in the channel in MARINA area.

8. MARINA will remove any boat not at its assigned slip and SUBSCRIBER will be charged \$50.00. Any boat left at short tie-up dock past allowed time and/or overnight will be removed by MARINA and SUBSCRIBER will be charged \$50.00. Any boat tied to any dock with lines across dock creating a safety hazard will be removed by MARINA and SUBSCRIBER will be charged. Any boat tied to any dock with a bowsprit extending over the dock will be repositioned by MARINA and SUBSCRIBER will be charged. Any unoccupied boat left with the air conditioner running will be charged an additional \$100.00 for each occurrence.

9. Any boat discharging or disposing of garbage, plastic, fuel, oil, or other refuse inappropriately shall render this AGREEMENT subject to cancellation. Refueling at the dock is prohibited. Waste oil containers are provided on the dock for waste oil only. All garbage, cans, bottles, wood, etc. shall be disposed of properly and not left on the dock. **The Marina is not responsible for Subscribers bulk waste disposal such as carpets, mechanical parts, old canvas etc.**

10. Slip will not be transferred along with boat when sold without prior authorization from MARINA in the form of a new written AGREEMENT.

11. Failure of SUBSCRIBER to pay any charges incurred, for any reason, during season, within seven (7) days of incurring such bill, will be refused service, and/or be removed from Slip by MARINA and charged for removal. For any checks returned, the MARINA will charge SUBSCRIBER fifty (50) dollars.

SUBSCRIBER will not be considered PAID IN FULL until all funds are cleared into MARINA'S account.

12. Any boat that is loaded on or off a trailer is subject to a \$6.00 per foot charge for each loading on and off.

13. SUBSCRIBER agrees to haul boat before November 1st and to make arrangements with MARINA prior to October 1st to do so. If SUBSCRIBER fails to make arrangements for hauling prior to October 15th, MARINA has the right, but not the obligation, to haul after October 15th and has the right to charge SUBSCRIBER twenty (20) dollars per day for each day boat remains without a contract after November 1st. MARINA will not be obligated to haul boat after November 15th. All outboard engines and outdrives must be removed at hauling by SUBSCRIBER. If SUBSCRIBER wishes MARINA to remove outboard or outdrive, work orders must be signed before hauling. Scaffolding, ladders, and winter cover frames must be supplied by SUBSCRIBER. However, it may not be stored on MARINA premises at any time.

SUBSCRIBER is responsible for removing plug after hauling and installing plug prior to launching.

MARINA will not be responsible for the inability to work on or launch any boats as a result of equipment failure, weather or any other which may delay work or launching.

14. SUBSCRIBER understands that **NO WATCHMAN** is on duty on MARINA premises at any time.

15. MARINA and its officers and employees assume no liability for any and all damage to, or theft of, property of SUBSCRIBER or his guest, including, without limitation, automobiles and equipment, regardless of cause, unless due to the recklessness of MARINA. Furthermore, MARINA and its officers and employees shall not be liable for any personal injury suffered by SUBSCRIBER or his guest, while in or around MARINA'S building and shops, the parking area, and MARINA'S docks and slips.

SUBSCRIBER on behalf of himself and his guests hereby release MARINA, its officers, and employees from any such property or personal injury claims.

16. SUBSCRIBER agrees that in the event boat sinks in MARINA, it may be removed by MARINA at SUBSCRIBER'S expense.

17. SUBSCRIBER agrees to abide by the following rules:

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{A} MARINA reserves the right to have its own personnel perform all work. **No outside contractors or mechanics may work on any boat without the express written agreement of MARINA.** While SUBSCRIBER may work on his boat, no work may be performed by SUBSCRIBER or his agents on any boat within a building or while being handled by MARINA equipment or personnel. All work on boat must be completed by launch. No work is to be done on boat at dock or slip. **BOTTOM PAINTING BY MARINA ONLY. Touch-up paint price will be determined by labor & material (minimum 1 hour labor plus material).**

{B} All electrical lines must be disconnected each night in storage areas. No heaters, battery chargers, or heating lamps may be used.

{C} Paid electricity is to be used for lighting and minor appliances, not for cooling, heating or **WHEN BOAT IS NOT OCCUPIED.** Open fires, outdoor grills, etc. are not permitted in MARINA, nor may they be used in the cockpit or hanging off the boat. **Additional fees apply for freezers and air conditioning. Fees are per cord. Appropriate shore power cords must be used. No temporary use of electricity is permitted without Marina approval.**

{D} No swimming, diving, fishing, or crabbing shall be permitted from boats, docks, walkways, or slips within MARINA premises.

{E} Garbage - The NYC health code requires that all garbage be placed in plastic bags, which are tied and placed into large metal containers. Receptacles are not for bulk waste disposal. Dumpster in back of yard.

{F} Heads - The contents of heads must be pumped out at an appropriate pump out facility and not into the water. Marina does not do pump outs (Owner Responsible) DEC winterizes pump out by 10-15-18.

{G} Pets - pets must in the owners control at all times. Dogs must be on a leash and walked off premises. Owner is responsible for cleaning up after his pet.

{H} Tools - We are sorry but we do not loan tools, so please do not ask.

{I} MARINA requires a key for all boats at time of hauling and/or launching. Any boat that does not start or must be towed the SUBSCRIBER will be charged a Fifty (50) dollar fee.

{J} All electronic and personnel items must be removed by SUBSCRIBER before hauling. MARINA will not be responsible for any items left on board SUBSCRIBER'S boat.

{K} after hauling SUBSCRIBER is responsible for the complete detachment of all dock lines.

18. All batteries and outdrives and or props must be removed. All boats must be covered

19. SUBSCRIBER agrees to carry his own insurance during the entire season and will hold MARINA harmless in the event of theft, fire, storm, wind damage or an act of god. SUBSCRIBER must provide a copy of current registration and insurance policy to MARINA. (NO EXCEPTIONS)

20. All batteries and outdrives must be removed. All boats and engines must be covered.

21. If fork lift is required in assisting SUBSCRIBER to raise or lower a SUBSCRIBERS boat once it has been blocked a fifty (50) dollar fee payable to the MARINA will be charged.

22. No "FOR SALE" signs are allowed on any boat at the MARINA. It is required that SUBSCRIBER list the boat for sale with the MARINA. A commission of not more than 10% will be charged.

23. After October 24, 2018 hauling may begin at the discretion of the MARINA. If no signed contract is received, SUBSCRIBER must vacate the slip on or before November 1, 2018 or SUBSCRIBER will be charged twenty-five (25) dollars per day plus all services and standard fees. Marina will do winterizing on all boats that are left without contracts.

24. As per maritime law, all SUBSCRIBERS must inform MARINA of duration and destination of any vessel leaving the MARINA for a period of twenty-four (24) hours or longer.

25. The MARINA reserves the right to reassign slips on a temporary or permanent basis as it sees fit.

26. **All boats 20ft and under will be charged at a 20 foot minimum.**

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27. There is ***no bottom painting of boats in the yard*** except by marina employees. Anyone who is caught violating this policy will be charged a fee and will also be expelled from the marina.
28. Please be respectful of others and use the pump-out station. **Overboard discharge is strictly prohibited and will be enforced.**

SUMMER RECOMMISIONING OPTIONS
(Please "X" all services that are required)

TUNE UP: (NEW SPARK PLUGS, CAP AND ROTOR, CHECK WIRES AND ADJUST TIMING PARTS EXTRA)

- 1. 4 & 6 CYLINDERS \$235.00 _____
- 2. 8 CYLINDERS \$275.00 _____
- 3. GENERATORS \$125.00 _____
- 4. OUTBOARD (UP TO 6 CYLINDERS) \$250.00 _____
- 5. OUTDRIVE OIL \$150.00 _____

NOTE: ALL PRICES LISTED ARE PER ENGINE. PARTS ARE NOT INCLUDED IN PRICE.

OIL CHANGE(oil anf filter extra)

- 1. 4 & 6 CYLINDER \$125.00 _____
- 2. 8 CYLINDER \$150.00 _____
- 3. GENERATOR \$125.00 _____
- 4. DIESEL CALL FOR PRICE _____

CLEAN AND DETAIL:

- WASH AND WAX HULL (RUB RAIL DOWN) PER FOOT \$ 9.00 _____
- WASH AND WAX TOPSIDES (RUB RAIL UP) PER FOOT \$ 10.00 _____
- COMPOUND HULL PER FOOT \$ 12.00 _____

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COMPOUND TOPSIDE PER FOOT \$ 14.00 _____

COCKPIT WASH PRICE UPON REQUEST _____

CABIN CLEAN CALL FOR PRICE _____

CANVAS REMOVAL AND REINSTALL \$85.00 HOUR

BOTTOM PAINT:

PAINT PER FOOT \$14.00 (PLUS PAINT) _____

FIRST TIME PAINT CALL FOR PRICE _____

TOUCH-UP PAINT PRICE DETERMINED BY LABOR & MATERIAL (MINIMUM 1 HOUR PLUS MATERIAL).

PAINT OUTDRIVE \$150.00 EACH _____

Towing 85.00 to slip or workdock

HAULS:

SHORT HAUL UP TO 2 HOURS \$6.00 PER FOOT _____

LONG HAUL \$12.00 PER FOOT _____

HURRICIANE HAULS ARE LONG HAULS IF YOU GO BACK IN WATER THEY WILL BE DONE IN ORDER OF WORK ORDER PLACED (DO NOT WAIT FOR LAST MINUTE WE CAN NOT ACCOMADATE YOU) MEN ONLY WORK TILL 5:00PM

ZINCS:

ZINC REPLACEMENT PRICED PER JOB. _____

ELECTRIC

SMALL BOATS WITH BATTERY CHARGER ONLY \$175.00 _____

WITHOUT AIR CONDITIONING \$350.00 _____

SECOND LINE WITHOUT AIRCONDITIONING \$150.00 _____

WITH AIR CONDITIONING/HEAT \$450.00 _____

SECOND LINE WITH AIR CONDITIONING/HEAT \$250.00 _____

OR TO BE DETERMINED \$ _____

For those customers on a meter, the cost for electric will be the meter cost or \$350.00 whichever is greater. Note: Price is per line. Air conditioning heating systems cannot be left on when boat is unattended.

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TRAILER STORAGE

SINGLE AXLE \$175.00 _____
DOUBLE AXLE \$225.00 _____

I HEREBY AUTHORIZE THE STAFF OF HAMMOND'S COVE MARINA TO PERFORM REQUESTED SERVICES. ALL WORK ORDERS WILL ONLY BE PROCESSED WHEN YOU GO THUR OFFICE.

*****SHIP STORE CARRIES ALL ACCESSORIES INCLUDING LIFE VESTS, DOCK LINES, FIRE EXTINGUISHERS, FIRST AID KITS, MOTOR & GEAR OIL, FUEL/WATER SEPERATORS AND OIL FILTERS, AND MORE. MAJOR ITEMS CAN BE RECEIVED THE NEXT DAY AND OUR PRICES WILL BE COMPETITIVE WITH MAJOR DISTRIBUTORS!!! PLEASE STOP BY OR CALL 718-892-3012*****

- 1. No summer launch if there is an outstanding winter Balance on your account.**
- 2. If summer balance is not paid in full before launch, there Must be a written agreed upon payment schedule. If any Schedule payments are late; the 2% late fee will be imposed On the full balance.**
- 3. Default in payment of a summer payment installment, will Result in a long-haul at the owner's expense.**
- 4. There is no slip guarantee if we do not receive a slip Deposit.**
- 5. Everyone must have current insurance**

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Before being launched and give a copy of insurance and registration to our office.

(NO EXCEPTIONS) - #3 on contract

6. No Bottom Painting - #17 on contract

IF YOU GET CAUGHT BOTTOM PAINTING, YOU WILL BE ASKED TO LEAVE THE MARINA.

7. No dumping bulk garbage or fuel – #9 on contract

8. All mechanics must pre-register with our office and Show insurance before entering yard.

9. WATER IS NOT POTABLE, CANNOT BE USED FOR DRINKING, WELL WATER.

10. NO PORTABLE GAS TANKS OR NO GAS OF ANY TYPE ALLOWED ON DOCKS.

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