



2023 SLIP CONTRACT

Slip season is May 15 to October 15
SLIP & STORAGE FEES (Plus 6.35% Tax)

- Outer "Sunset" dock w/power & water LOA 25' minimum (6/1/23 - 9/30/23) \$100 per ft *
A/C add on \$175.
- Back in with power and water LOA - minimum 25' \$100 per ft *
A/C add on \$175.
- Bow in Fingers With shore power and water LOA - minimum 30' \$100 per ft *
A/C add on \$175.
- Without shore power and water LOA - minimum 18' \$90 per ft
- Land storage on trailer w/unlimited launch \$575/season
- Inside land storage on trailer/w unlimited launch \$750/season
- Season Launch Ramp Pass \$250.00
- Trailer land storage for slip customers (must be labeled) \$120.00

EARLY PAY DISCOUNT

PAID IN FULL BY 2/28/23 5% OFF SLIP RENTAL

\$400.00 DEPOSIT AND SIGNED contract required 3/1/23 for reservation

FULL PAYMENT DUE PRIOR TO OCCUPYING SLIP
BOAT OWNERS MUST NOTIFY YARD PRIOR TO BOAT ARRIVAL
SPECIAL NOTE - A copy of your insurance needs to be included with this contract

CUSTOMER AND BOAT INFORMATION

OWNER'S NAME _____ BOAT NAME _____
STREET ADDRESS _____ E MAIL _____
CITY _____ STATE _____ ZIP CODE _____
HOME PHONE _____ ALT. PHONE _____
VISA/MC _____ EXP. DATE _____ SEC. CODE _____
(Soc. Sec. # if no Visa/MC)
BOAT MAKE _____ HULL # _____
LENGTH _____ BEAM _____ DRAFT _____ MANDATORY
REGISTRATION# _____
TRAILER MAKE _____ MANDATORY
REGISTRATION# _____
KEYS AT OFFICE YES / NO SLIP LOCATION _____

* Use of electric heaters and air conditioners are prohibited except by special permission at an agreed rate.
Slip rentals and deposits are not refundable.

PLEASE READ THE REVERSE SIDE, SIGN AND DATE AT THE BOTTOM.

TERMS OF AGREEMENT

- 1) The word "Marina" is used here to indicate any person authorized to represent DAMAR LTD. IN HADDAM CONN. The word "tenant" is used here to indicate the owner (or his authorized representative) of any boat moored in MIDWAY MARINA.
 - a) Slip rentals shall be strictly in accordance with published schedules and shall be paid in advance to cover a full season. Slip rentals shall not be canceled unless a suitable replacement tenant can be obtained promptly, in which case proportional reimbursement for the unused seasonal rental, or if slip rental is for a portion of the season, actual rental received, less 10% service charge, will be made to the original tenant.
 - b) If it is considered by the Marina to be in the best interest of itself and/or its tenants, the Marina reserves the right after 10 days notice, to cancel this contract, with the tenant removing his boat forthwith. Proportional reimbursement will be made for the docking fee.
 - c) Slip rentals are non-transferable.
 - d) Should the Marina find it necessary to temporarily dock a boat in a slip other than the one assigned, it will do so with as little inconvenience as possible.
- 2) To be admitted and to continue as a tenant of the Marina, a boat must be:
 - a) Used for pleasure only.
 - b) Registered, identified, marked, equipped and maintained as required by the law and safe practice.
 - c) Subject to periodic inspection by the Marina to determine the maintenance of proper safety conditions.
- 3) The tenant agrees to have his boat insured by complete marina coverage including liability. Each tenant will be held responsible for damage he may cause to other boats in the marina or to the structures or facilities thereof.
- 4) When a boat enters the Marina, it immediately comes under the jurisdiction of the Marina and shall be berthed only where ordered and maneuvered as directed. Vessels entering the Marina under emergency shall be reported immediately by their owners to the Marina.
- 5) When a Tenant expects to have his boat out of a slip for an extended period, he shall so notify the Marina in advance, who may lease the slip for other purposes during this period. No sub-leasing of slips or transfer of boats between slips will be allowed.
- 6) Tenants will provide the Marina with a set of main door or hatch keys and ignition keys. The boat will only be entered by the Marina for possible periodic inspection or for emergency service, otherwise only with the authority of the Tenant. No other person will be allowed on the boat without the Tenant's permission.
- 7) All responsible precautions will be taken by the Marina to ensure the Tenant's property and safety. However, the Marina assumes no responsibility for the safety of any vessel docked in the Marina and will not be liable for fire, theft or damage of said vessel, its equipment, or any property in or on said vessel, however arising.
- 8) The Tenant (and guests for whom he is responsible) agrees to conduct himself at all times when on the property of the Marina, or on any boat moored therein, so as to create no annoyance, hazard or nuisance to the Marina or to the other Tenants. This involves observance of good housekeeping and sanitation practices and the use of garbage receptacles.
- 9) Tenders and skiffs shall be stored on board larger vessels when possible. Otherwise they must be kept off the docks and placed wherever designated by the Marina. There will be a \$25.00 service charge for moving dinghies not left in designated area. Their identification marks must be clearly visible and on file in Marina office. Dock boxes, steps, etc. cannot be installed without permission from the Marina.
- 10) No "outside" contractors or service organizations or individuals will be permitted to undertake any work on boats in the Marina without prior approval.
- 11) Commercial fishing boats and other types of commercial craft will not be admitted to the Marina
- 12) Campers and recreational vehicles are not permitted to park overnight within the confines of the Marina without permission.
- 13) Sec. 2524 General Statutes of Connecticut Prohibits discharge or deposit of any rubbish, waste material or refuse material of any kind or description into the waters of any river, stream, pond or tidal waters. Penalty of \$1,000 fine or imprisonment of three months or both.
 - a) Owners and their guests are to use the Marina's shore side toilets and all garbage and other refuse must be placed in the receptacles provided by the Marina.
- 14) Noise shall be kept to a minimum at all times. Patrons shall use discretion in operating engines, generators, radios and television sets, so as not to create a nuisance or disturbance.
 - a) T V antennas may not be attached to any Marina structure or pilings whatsoever.
- 15) Advertising or soliciting shall not be permitted in any part of the Marina.
- 16) Swimming, diving or fishing shall not be permitted from the docks or finger piers.
- 17) Boat owners shall not place supplies, materials, accessories or debris on walkway, and shall not construct thereon any lockers, chests, cabinets or similar structures, except with written approval of the dockmaster.
- 18) Laundry shall not be hung on boats, docks or finger piers in the Marina, nor shall "for sale" signs be put on boats.
- 19) Definitely no charcoal fires or open fires of any kind will be allowed within the confines of the Marina unless a place has been designated for such use.
- 20) Dogs will be admitted to the Marina only under leash and must not run loose on the grounds or other people's boats. Owners are obligated to clean up any soil created by their pets.
- 21) Young children should be accompanied by adults at all times.
- 22) Whenever practical the Tenant is asked to purchase his marine supplies from the Marina.
- 23) When entering or leaving the Marina, boats must be under power, not sail.
- 24) In the event of severe storm or hurricane the Marina will attempt, if practicable and possible, to provide preparation and damage prevention service, the costs for which will be prorated over all the boats. However, the owner or his agent is still solely responsible to take all emergency measures for said protection and/or damages to the owner's boat.
- 25) Marina will not be responsible for any loss or damage due to temporary power interruptions. Marina does not recommend leaving perishables in boat refrigerators.
- 26) All boats not storing at Marina must vacate slips by October 15th.
- 27) The Marina does not permit boat owners to take up residence aboard their boats at any time.
- 28) No refueling of any boats from portable gas or fuel containers will be allowed anywhere on the docks or yard. For safety reasons, this will be strictly enforced.
- 29) The Marina reserves the right to accept or reject any slip contract.
- 30) Any infraction of the above rules and regulations of the Marina by the Tenant shall, at the option of the Marina, cancel this contract upon 10 days notice, and the Tenant shall forthwith remove his boat.
- 31) To the fullest extent permitted by law, tenant hereby releases and agrees to defend, indemnify and hold harmless Marina, it's officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, claims, suits, costs and/or expenses, including reasonable attorney's fees, resulting from the actions or inactions of tenant.

I AGREE TO E MAIL BILLING, News Letters & Promotions (Please Circle One) YES NO

DATE _____ APPLICANTS SIGNATURE _____

DATE _____ ACCEPTED BY DAMAR _____