

BREAKWATER KEY MARINA SLIP LICENSE

This License is made as of the ____ day of _____, 20____, between

_____ (“Licensor”) with a mailing address at

_____ and _____ (“Licensee”)

with a mailing address at _____

WITNESSETH:

Licensor (Dock Owner) licenses to Licensee (Dock Tennant) and Licensee takes from Licensor, Dock #____, located in the Breakwater Key Marina (BWK), Stratford, Connecticut. Licensee may occupy the slip subject to the terms and conditions set forth below and the terms and conditions set forth by the Breakwater Key Association (BWKA).

1) USE – The Slip may only be used to moor the boat herein described on page 4 (“Permitted Vessel”). Any other use is prohibited including any commercial operation. The Permitted Vessel must be duly licensed, and all equipment required by applicable governmental authorities must be aboard. Licensee will be mindful of the Condo owners around the slip and keep noise levels to a minimum.

2) LICENSE FEE – License Fee shall be \$_____.00 (the “License Fee”) and is payable upon execution of this license agreement.

3) TERM – The term of this License shall begin on _____, 20____ (the Commencement Date”) and shall expire on _____, 20____ (the “License Term”) unless such term shall terminate sooner and as hereinafter provided. The License will be extended on a day to day basis through _____, 20____ at no additional cost contingent on scheduled marina maintenance activities (such as dredging). Notices will be posted on the bulletin boards around the marina. Licensee shall vacate and surrender possession of the Slip upon expiration or sooner termination of the License Term. In the event Licensee shall fail to remove the Permitted Vessel from the Slip upon expiration or sooner termination of the License, Licensor shall have the option to pursue any or all of the following remedies: (i) charge Licensee a fee for use and occupancy of the Slip equal to three times the pro-rata daily License Fee for the Slip as set forth in this License for each day or part thereof that Licensee remains in possession, and (ii) take possession of the Permitted Vessel and all appurtenant equipment and secure same to the Slip, and (iii) move Permitted Vessel and all appurtenant equipment to another location, and (iv) pursue any other remedy available at law. In any of such events, Licensor shall not be responsible for any loss or damage to the Permitted Vessel.

In the event that Licensee vacates the slip for more than 2 (two) days, Licensor reserves the right to use said slip on a transient bases for the duration that Licensee is not occupying the slip.

4) ASSIGNMENT – This License may not be assigned in whole or in part by Licensee without the express written consent of the Licensor. Any purported assignment shall be void and shall constitute default hereunder. Licensor may assign this license without the consent of Licensee.

5) TERMINATION OF LICENSE – In the event the Licensee shall breach any of its obligations pursuant to this License and shall fail to cure such breach within five (5) days after written notice by Licensor thereof, then and in such event Licensor may terminate this License upon three (3) days written notice to Licensee, and this License shall thereafter be deemed terminated and Licensee shall immediately remove the Permitted Vessel, or any other vessel occupying the Slip, from the Slip.

If Licensee shall default in the observance of any term or covenant on the Licensee's part to be observed or performed pursuant to this License, Licensor may, but shall not be obligated, without notice to Licensee perform the obligation of Licensee at Licensee's sole cost and expense and bill Licensee for same.

Licensor shall have statutory maritime liens (State and Federal) upon the Permitted Vessel, its motor and other attached equipment, or any other vessel occupying the Slip, to secure the payment of any and all (i) services and materials supplied to Licensee by Licensor during the term of this License, and (ii) amounts due and owing to Licensor pursuant to this License. Licensee agrees to reimburse Licensor for reasonable attorney fees, disbursements and costs relating to a suit or other collection efforts by Licensor against Licensee to collect any amounts due under this License, including any amounts due and secured by the liens described in this paragraph.

6) INSURANCE – Licensee represents and covenants that the Permitted Vessel is, and at all times during the License Term will be, covered by a full marine insurance policy (hull coverage as well as indemnity and liability coverage) in an amount that complies with all rules and regulations of BWKA and will provide a copy of the insurance binder to the Association. Licensee on behalf of himself, his guests, invitees, employees, successors and assigns, releases and discharges Licensor from any and all responsibility or liability.

7) ACCESS – In an emergency situation, Licensor may, but shall not be obligated, to move the Permitted Vessel (or other vessel when occupying the slip) to a different slip location in the marina if, in the sole discretion of the Licensor, such a move is warranted by prudent seamanship for the protection of the Permitted Vessel, other vessels, or the Marina. In the event such service is provided, Licensee shall be required to pay all costs incurred by the Licensor on Licensee's behalf. Licensee shall indemnify and hold Licensor safe and harmless from any and all liability, injury, loss or damage caused by or resulting from the actions of the Licensor hereunder. Nothing in this paragraph shall obligate the Licensor to take any action, and Licensor shall not be liable for any loss or damage resulting from the Licensor's omission to act.

8) INDEMNITY – Licensee shall indemnify, defend, and hold Licensor safe and harmless from and against any and all liability, injury, loss or damage including, without limitation, personal injury or death, damage to the docks, finger piers, or other

equipment located thereon, to other vessels, to Licensee, the Permitted Vessel, or any third party, arising as a result of the acts of Licensee, its children, guests, pets, servants, invitees, employees, agents, or licensees or due to the violation of any of the terms and conditions of this License or of the BWKA Rules and Regulations. Under no circumstances shall Licensor be responsible for any loss or damages to the Permitted Vessel.

Licensee agrees to look solely to Licensor's estate and interest in the Slip for the satisfaction of any right or remedy of Licensee or for the collection of any judgment. Licensee specifically acknowledges that no other property or assets of Licensor or any of its affiliates shall be subject to levy or other enforcement procedures. That should it be determined that there is liability, Licensee specifically limits any liability on the part of the Licensor to the difference between the amount paid by the insurance company and the damage sustained to the Permitted Vessel. IN NO EVENT SHALL THIS SUM EXCEED THE SUM OF ONE HUNDRED DOLLARS (\$100.00).

That the Licensee shall obey all the laws and regulations as set forth by the Breakwater Key Association.

Failure to obey any such laws, ordinances, and regulations shall render this License void, with the forfeiture of all payments made hereunder, and shall constitute immediate grounds for the termination of this License by the Licensor, and shall subject the Licensee to the fines, fees and penalties set forth therein.

9) SUBORDINATION – This License is and shall be subject to all mortgages which may now or hereafter affect the Slip and all renewals, modifications, amendments, consolidations, replacements or extensions thereof. This clause shall be self-operative.

10) NOTICES – All notices required to be given hereunder shall be addressed to the recipient at the address listed above, and shall be given by either (i) hand, (ii) Overnight Courier, (iii) by Certified Mail, return receipt requested. Any such notice shall be deemed given on the next business day if given by (i) or (ii) above, or, under (iii), within three (3) business days after mailing.

11) WAIVER OF JURY TRIAL – The parties hereto waive a trial by jury in any action or proceeding arising out of this License, the use and occupation by the Licensee of the Slip, the use by the Licensee of facilities, or otherwise.

12) REQUIRED PROVISIONS: Each and every provision and clause required by law to be inserted in this License shall be deemed to be inserted herein and the License shall be read and enforced as though such provisions and clauses were included herein.

13) ENTIRE AGREEMENT: This License and its attachments constitute the entire understanding of the parties respecting the subject hereof and supersede any and all agreements, negotiations, commitments and writings reached by the parties prior to the execution of this License, whether oral or written. No change or modification of this License shall be valid unless it is in writing and signed by both parties hereto.

14) VESSEL COMPLIANCE: The Licensor guarantees that the Licensee's vessel follows the BWKA Vessel Measurement Chart in Appendix A of this document

I have read and agree to all terms and conditions of this Slip License Agreement and acknowledge receipt of a copy of the Breakwater Key Marina Regulations and Insurance Requirements.

Licensee Signature _____ **Date** _____

Accepted: Licensor

By: _____ **Date** _____

Other Information:

Phone #: _____

Emergency #: _____

Email: _____

Arrival Date: ____ / ____ / ____ Departure Date: ____ / ____ / ____

Boat Name: _____

Make & Model: _____

Boat Size: _____(Length) _____ (Width) _____ (Draft)

Vehicle(s): Description (Make, Model, Color, License Plate #)

1. _____

2. _____

Please return two (2) copies, with original signatures, with payment. We will execute both and return one to you.

APPENDIX A - Vessel Measurement Chart

1-Dec-21

Declaration

Boats (mfg specification) must fit within the **actual dock dimensions** cited below. Attachments such as bowsprits, anchors, swim platforms, outboards or I/O drives and other projections may extend beyond the boundaries of the Dock Unit so long as such protrusions do not impede traffic or pose a safety risk within the fairway waterways or on the docks (**Max Safe Dimensions w Protrusions**).

Boats secured parallel to main dock.
Exceptions to measurement standards
Bold - Slip has unique attributes

Docked vessels that exceed the length overall and beam overall stipulated below are deemed to be impeding traffic and posing a safety risk under normal conditions.

Slip #	Dock Dimensions		Vessel Dimensions	
	L	W	LOA	W
1*	34.25	15.5	42.25	14.7
2	40	15.5	42	13.3
3	40	15.5	42	13.3
4	40	15.5	42	13.3
5	40	15.5	42	13.3
6	40	15.5	42	13.3
7	40	15.5	42	13.3
8	40	15.5	42	13.3
9	40	15.5	42	13.3
10	40	15.5	42	13.3
11	40	15.5	42	13.3
12	40	15.5	42	13.3
13	40	15.5	42	13.3
14	40	15.5	42	13.3
15	40	15.5	42	13.3
16	40	15.5	42	13.3
17	40	15.5	42	13.3
18	40	15.5	42	13.3
19	40	15.5	42	13.3
20	40	15.5	42	13.3
21	40	15.5	42	13.3
22	40	15.5	42	13.3
23	40	15.5	42	13.3
24	40	14	42	11.8
25	40	14	42	11.8
26	50	13.5	50	11.3
27	30	13.5	33	11.3
28	30	12.5	33	10.7
29	30	12.5	33	10.7
30	30	12.5	33	10.7
31	30	12.5	30	10.7
32	30	12.5	30	10.7
33	30	12.5	30	10.7
34	30	12.5	30	10.7
35	30	12.5	30	10.7
36	47	10	47	8.2
37	25	10	25	8.5
38	25	10	25	8.5
39	25	10	25	8.5
40	25	10.5	25	9.0
41	25	10.5	25	9.0
42	31	12.5	31	11.0
43	27.5		25	9.5
44	30		27	9.5
45	30		27	9.5
46	30		27	9.5

Passing boats safely

40' Slip Area

1 boat width between passing vessels, 3/4 boat width between moving vessel and any stationary obstruction = a factor of 4.5 boat widths.

For 2 vessels with max 13.1' beam passing in the 40' slip area (slips 1 to 25 and 52 to 81) with a channel width of 64 feet

9.8' between vessel 1 and docked boat
 13' between the two passing vessels
 9.8' between vessel 2 and docked boat

Beam	Factor	Min Safe width	Existing Channel	Margin
13.3	4.5	60	64	4
Safe protrusion into channel =				2.0

30' - 35' Slip Area

3/4 boat width between passing vessels, 1/2 boat width between moving vessel and any stationary obstruction = a factor of 3.75 boat widths.

For 2 vessels with max 10.5' beam passing in the 30' slip area (slips 26 to 30 and 48 to 51) with a channel width of 45 feet

A - 5.25' between vessel 1 and docked boat
 B - 7.88' between the two passing vessels
 C - 5.25' between vessel 2 and docked boat

Beam	Factor	Min Safe width	Existing Channel	Margin
10.7	3.75	40	45	5
D - Safe protrusion into common area =				2.5

20' - 30' Slip Area

3/4 boat width between passing vessels, 1/2 boat width between moving vessel and any stationary obstruction = a factor of 3.75 boat widths.

For 2 vessels with max 10.5' beam passing in the north end of the marina (slips 31 to 35, 45 to 47 and 49 to 51) with a channel width of 40 feet

5.25' between vessel 1 and docked boat
 7.88' between the two passing vessels
 5.25' between vessel 2 and docked boat

Beam	Factor	Min Safe width	Existing Channel	Margin
10.7	3.75	40	40	0
Safe protrusion into common area =				0

Slip #	Dock Dimensions		Vessel Dimensions	
	L	W	LOA	W
47	35.5		32	9.5
48	24	9	26	7.5
49	30	9	32	7.5
50	30	12.5	32	11.0
51	30	12.5	32	11.0
52	30	12.5	32	10.9
53	30	12.5	32	10.9
54	35	12.5	37	12.5
55	35	12.5	38	10.7
56	35	12.5	38	10.7
57	35	12.5	38	10.7
58	35	12.5	38	10.7
59	35	12.5	38	10.7
60	35	12.5	38	10.7
61	35	12.5	38	10.7
62	35	12.5	38	10.7
63	35	12.5	38	10.7
64	35	12.5	38	10.7
65	35	12.5	38	10.7
66	35	12.5	38	10.7
67	35	12.5	38	10.7
68	35	12.5	38	10.7
69	35	14.5	38	12.7
70	35	14.5	38	12.7
71	35	14.5	38	12.7
72	35	14.5	38	12.7
73	35	14.5	38	12.7
74	35	14.5	38	12.7
75	35	14.5	38	12.7
76	35	14.5	38	12.7
77	35	14.5	38	12.7
78	35	14.5	38	12.7
79	35	14.5	38	12.7
80	35	14.5	38	12.7
81**	35	15.5	43	14.7
82	35	14.5	38	12.7
83	35	14.5	38	12.7
84	35	14.5	38	12.7
85	35	14.5	38	12.7
86	35	14.5	38	12.7
87	35	14.5	38	12.7
88	35	14.5	38	12.7
89	35	14.5	38	12.7
90	35	14.5	38	12.7
91	35	14.5	38	12.7
92	35	14.5	38	12.7
93	35	14.5	38	12.7
94	35		35	9.5
95	35		35	9.5
96	27.5		28	9.5
97	27.5		28	9.5
98	27.5		28	9.5
99	27.5		27.5	9.5

Passing boats safely

Fender Sizing			
Vessel	Fender (dia in ")	Safety margin in fender diameters	Total clearance (inches)
42'	10	1	26
37'	8	1	22
32'	7	1	19
30'	6	1	18
27'	6	1	18

Percent clearance:	10%	Safe Dock	1.5
(Boats secured parallel to the main dock (not on fingers) must provide safe clearance between themselves and objects in front and behind. This percentage of the maximum possible hull length is deducted from the dock length.)		Overhang: Distance between dock edge and inboard side of power stanchion (feet)	

Beam calculation for shared bays = 1/2 bay width - (2x recommended fender diameter + safety margin).

Example: The majority of the 40' slips have a bay width of 31 feet, the recommended fender diameter is 10". Fender size between finger and boat can be stepped down one size (8"). A safety margin of an additional 8" fender diameter provides 1.3' clearance between the fenders of the two boats and 3 feet between the hulls if their widest points were in alignment. The resulting beam width in a 40' slip is 13.3'.

* **Slip 1** - Vol 721, Pg 92 1 - Section C(2) permits a boat in this slip to extend 8' into the limited common elements to the northeast of the slip. Given that this slip is located at the key turning point in the channel all of the permitted extension must be over the northeast end of the slip and none into the channel to the southwest. Beam = normal slip width for adjacent slips less recommended fender diameter.

** **Slip 81** - Vol 721, Pg 92 1 - Section C(2) permits a boat in this slip to extend 8' into the limited common elements to the southwest of the slip. Given that this slip is located at a key point in the channel all of the permitted extension must be over the southwest end of the slip and none into the channel to the northeast. Beam = normal slip width for adjacent slips less recommended fender diameter.