



## TARRYTOWN MARINA LLC

236 Green Street  
Tarrytown, New York 10591

### SUMMER SEASON APRIL 15 TO OCTOBER 15, 2021 Berthing Space Agreement

Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021 by and between TARRYTOWN MARINA LLC, a Limited Liability Company organized and existing under the laws of the State of New York, having its offices at Tarrytown, New York (hereinafter called "Marina") and:

\_\_\_\_\_  
Print Owner's Name

\_\_\_\_\_  
Owner's Street Address

\_\_\_\_\_  
Home Phone No.

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Business Phone No.

\_\_\_\_\_  
Vessel Name

\_\_\_\_\_  
Mobile Phone No.

\_\_\_\_\_  
State Vessel Reg. OR CG Doc. #

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Manufacturer Model

WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

1. The Marina grants to the Owner a slip (as designated on the chart kept in the office in Tarrytown) for the Owner's vessel having an OVERALL LENGTH of \_\_\_\_\_ feet and having a BEAM of \_\_\_\_\_ feet, having \_\_\_\_\_ AIR CONDITIONERS on Board and requiring \_\_\_\_\_ AMPS of electric service, for the season of 2020 at the applicable rates as set forth in the 2021 rate schedule. [CHECK HERE IF JET SKI \_\_\_\_\_ ]
2. Marina shall furnish and maintain floats, gangways and berthing facilities and shall provide water and electric current for members of Tarrytown Boat and Yacht Club. No person shall in any way alter, move, connect or install any fixed electric or plumbing lines other than are currently installed or supplied by the Marina. The use of carpeting on rails, docks, float or slips is prohibited. The use of fire hose as fenders on floats or docks is prohibited. All dock boxes and boarding steps must be approved by the Dockmaster. Nothing shall be added to Marina installations unless it is approved and/or furnished by the Dockmaster. Any such installation will be removed at the discretion of the Marina without the installer's or Owner's permission. The Marina cannot be held responsible for any damage to the parts of these installations due to their removal.
3. Owners shall obey all the laws, ordinances and regulations including, without limitations, the rules and regulations of the Tarrytown Marina, LLC and all Government agencies, including, but not limited to, such laws, ordinances, rules and regulations prohibiting the discharge of ship's toilets or the dumping of refuse into the water. Failure to obey any such laws, ordinances, rules and regulations shall render this agreement void with the forfeiture of all payments made there under.
4. Owner will dock vessel properly in assigned space only. If it is necessary to move a vessel due to storm or improper docking, or if the vessel requires pumping, the Marina staff will do the work necessary and charge the Owner at the rate of \$60.00 per hour.
5. The Owner is well aware that the consideration paid to the Marina for berthing his/hser vessel is disproportionately small in comparison to the value of the vessel and equipment involved. The Owner is well aware of the various types of risks that are involved and associated with the berthing, handling and other work performed on his/her vessel on the Marina premises. Therefore, it is understood and agreed that the Boat Club and Marina, its agents and employees, are not to be responsible for loss, damage or personal injury to the Owner's vessel or to equipment thereon; including, but not limited to, wind damage, water damage, collisions, theft, chafing, vandalism, fire and any negligent acts or omissions and not withstanding any asserted or actual breach of this contract by the Marina or any other cause. The Owner agrees that the vessel will not be berthed in a condition so as to be a fire or any other hazard and further agrees to carry appropriate insurance coverage for all the

aforesaid risks during the period of this contract and any renewal thereof.

6. The Owner specifically acknowledges that he/she has read and understood Paragraph #5 of this agreement and agrees to obtain and maintain liability insurance (minimum \$100,000/\$300,000) covering any and all damages to the vessel of another owner or other properties for which he/she is found responsible. All Owners must include the insurance company and policy number on this contract in the space provided below. A PHOTOCOPY OF THE FACE PAGE OF INSURANCE POLICY CONTAINING THIS INFORMATION MUST ALSO BE ENCLOSED WITH THIS CONTRACT ON SUBMISSION. NO BERTH WILL BE ASSIGNED UNTIL THIS AFOREMENTIONED INSURANCE PAGE IS RECEIVED.
7. The Marina does not under this Agreement ensure or grant any winter storage for the herein described vessel.
8. Slip rentals are for the whole boating season (defined as April 15 to October 15). Owner must notify the Dockmaster if Owner is going to remove Owner's vessel from the Slip for a period of more than fifteen consecutive days. In such event, the Marina may rent the slip to transients during the period when Owner's vessel will not be at the Marina. In any event, the Marina will cause any transients to vacate Owner's slip when Owner returns Owner's vessel to the slip.
9. In the event the Owner sells his/her vessel during the term of this agreement, the agreement terminates as of the date of sale. The space cannot be assigned to the new owner. The new owner may apply for berthing in accordance with the requirements of the Marina for all applicants, subordinate to any prior approved applicants. Refunds MAY be made to the Owner at the discretion per the Board of Governors, for the unused portion of the agreement as per the prevailing rate schedule.
10. The Owner agrees to obtain and maintain hull insurance covering any and all damages to his/her vessel. Failure of the Owner to carry hull insurance renders the Owner by his/her consent to be self-insured for the purpose of this agreement.
11. The Owner specifically limits the award of damage against the Marina to the difference between the amount paid by the aforementioned insurance policy plus any deductible and the actual costs paid to repair those damages. In no instance shall this amount exceed the sum of \$500.00.
12. Fueling and refueling is not permitted at the Marina gas docks.
13. The Owner (or hi/her agent) shall regularly inspect his/her vessel and dock lines and take any steps necessary to avoid damage to his/her vessel, other vessels and Marina property. *Any mishap resulting in damage to another vessel or property within the Marina is to be*

*reported to the Dockmaster immediately.*

14. The Marina reserves the right to charge Owner as administrative/finance fee on all delinquent balances payable to the Marina.
15. The Owner hereby grants to the Marina a lien for all unpaid lawful charges, past and current, for berthing, labor and services.
16. The Owner must be a member in good standing of the Tarrytown Boat & Yacht Club, Inc. If the Owner is not such a member, this contract will become null and void.
17. The Owner hereby grants the Harbor Master and/or a designated employee of the Marina access to insert a tablet into the boat's holding tank(s) for the purpose of monitoring dumping within the Marina, throughout the season. This regulation is at the direction of the Harbor Master with the agreement of the Board of Governors.
18. LEAVING AIR CONDITIONERS OR WATER HEATERS TURNED ON FOR MORE THAN SIX HOURS WITH NO ONE ON BOARD THE BOAT IS PROHIBITED. ADDITIONAL FEES MAY BE SUBJECT AND LEVIED IF THIS CLAUSE IS VIOLATED.
19. CIGARETTE type boats must be equipped with mufflers and must use them while in the Marina. No boat may exceed 75 decibels while in the Marina at any time.
20. Children under the age of 13 must be accompanied by an adult.
21. Parking permits must be displayed on the dashboard.
22. Parking is permitted in the Boat Club spaces only.
23. No wooden dock steps will be allowed on the docks; only fiberglass steps will be approved for use. Dockmaster must approve any steps in place on the docks.
24. No riding bikes or scooters on docks
25. "No Wake Zones" must be strictly observed.
26. Family and guests are limited to the capacity of the boat/Jet Ski. (Example, 3-seater jet ski, you and two others only.)
27. BBQ grills and decks are for everyone's use, do not commander a deck or grill, share and/or move on.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSE THIS INSTRUMENT TO BE

EXECUTED AT TARRYTOWN, NEW YORK ON THE DAY, MONTH AND YEAR FIRST  
WRITTEN ABOVE.

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Insurance Company Name

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Policy No.

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Print Name of Owner

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Owner's Signature

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Dockmaster's Signature