

Atlantic Cove Marina Terms and Conditions

In this document the term "Marina" means Atlantic Cove Marina, LLC and nothing else.

1. Storage agreement applies solely to the vessel and owner identified on the reverse side and may not be assigned or transferred.
2. All storage fees are due at the commencement of the storage period. The owner shall remove the vessel from storage on or before the termination date of this agreement. Any boat not so removed, and any boat whose owner is not in compliance with the terms of this agreement, will be removed and stored at the owner's expense. The owner of any boat not removed on or before the termination date expressly agrees to extend this agreement for the entire term of the next season's storage period at the prevailing rate. Open balances past due 30 days or longer will bear interest at a rate equal to the greater 2% per month or the maximum legal rate of interest. The owner agrees to pay all collection costs and reasonable attorney fees associated with collection of past due balances.
3. All deposits are non-refundable. All returned checks are subject to a \$50 returned check fee. Credit cards carry a 3% surcharge bank fee.
4. The owner agrees to notify the Marina whenever he vacates his slip overnight and the marina may have discretionary use of the slip during his absence.
5. The discharge of untreated vessel sewage into waters of the United States and New York State is prohibited by law: (33US1322 and NYS Navigation Law 33-C, 46-2). Boat sewage from holding tanks shall be pumped at onshore facilities. Atlantic Cove Marina, LLC's pump-out station is located at the gas dock and available during normal business hours every day.
6. No person other than the owner and his/her immediate family, or person in his company will be allowed aboard the vessel while in storage, unless the owner gives written consent to the lessor for such additional purposes.
7. The owner shall at all times keep their vessel and storage area clean and neat and respect the areas of those surrounding owners.
8. The owner agrees not to post "For Sale" signs on his boat without specific approval from the Marina Office. Non-permitted signs will be removed from the vessels by the Marina office.
9. Owners requiring 30 Amp Electric on a constant basis will be required to pay the applicable fee for the Summer Season. There is no electricity available for Winter Storage.
10. No Alterations of docks, walkways or pilings may be done without permission of the Marina. This includes the building of storage boxes or any other structures. Dock boxes will be billed at the applicable rate for the Summer Season.
11. The boat owner understands that the Marina is not responsible or liable for any damage or loss to the boat, it's gear or any equipment, due to theft or otherwise; that the lessor does not carry insurance for this purpose and that this responsibility lies solely with the boat owner. Storage and dockage are at the owner's own risk.

12. The Marina shall not be liable for fire, flood, abnormal high or low tides, theft, explosion, water, snow or ice, freezing wind, vandalism, leakage, sinking, acts of God, or any other damage to said vessel, however arising. Winter Storage customers shall hold the Marina harmless for any such loss or damage. In the event the Marina must secure your vessel or relocate your vessel, you will assume all responsibility for damages that may occur to your boat or that your boat may cause to other property.
13. Atlantic Cove Marina reserves the right to make changes to the docking or storage contract, or the general terms and conditions at any time.
14. Atlantic Cove Marina reserves the right to cancel or reject any owner's contract for any reason or no reason at any time.

GENERAL RULES

1. The speed limit in the Marina is 5 MPH. This applies to Motor Vehicles and Boats
2. All vehicles parked in the Marina shall comply with the parking rules established by the Marina. Only one car may be parked next to each boat. Guests must park in the designated area away from the dock.
3. Owners working on their boats must do so only in designated areas and all work areas must be left in a neat and clean condition. Fueling via portable fuel cans is not permitted. This is a major fire & contamination hazard. All fuel must be purchased from the Marina gas dock.
4. Bottom painting by owners is not permitted on Marina property due to required compliance with DEC rules and regulations.
5. All fish cleaning must be done only at designated cleaning stations.
6. All Boats must be tied up properly in accordance with basic seamanship and are the responsibility of the boat owner. Please tie up your boat securely. Inadequate or worn dock lines will be replaced by the Marina and charged to the owner to maintain safety.
7. No outside vendors permitted in the Marina without proper clearance from the Marina Office. Valid Workman's Compensation, Disability & General Liability Certificates with the Marina endorsed thereon as additional insured must be provided when requesting clearance.
8. Children & minors must always be accompanied by adults.
9. Pets must be under the immediate control of their owner. No pets shall be allowed to roam free. Pets must be restrained with a fixed length leash not to exceed (6) Feet in length and may not be attached to any stationary object within the Marina. Owners must curb their dogs and pick up all waste.
10. Marina rules and terms are subject to change from time to time as required by circumstances or government order.