

# **SUMMER 2025 DOCKAGE (OR LAND STORAGE) CONTRACT**

Gales Ferry Marina, 55 Chapman Lane, Gales Ferry, CT 06335 (T)860-464-2146 galesferrymarinact@gmail.com

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# TERMS OF AGREEMENT

Summer Dockage/Storage: May 1, 2025 - October 31, 2025

MAY 1, 2025, or Launch date (whichever is first): final ½ of the dockage

- No slips will be reserved without a signed contract, proof of insurance, and deposit.
- These terms of agreement begin only when this contract has been signed.
- Lessee (boat owner) shall not sell, assign, transfer, or permit use of his/her assigned space.
- Gales Ferry Marina (Lessor/GFM) shall retain the right to designate dock space and reserves the right to use/rent any slip or mooring when vacant.
- Lessee agrees not to hold GFM liable for any loss caused by delay in launching, winter storage, transporting or commissioning caused by weather or
  any other event beyond the control of the Lessor.
- In the case of an emergency, Lessor shall be permitted to move Lessee's unattended boat to a safer location. Lessee shall indemnify and hold Lessor safe and harmless from all liability, injury, loss or damage caused by or resulting to Lessee's boat due to an emergency.
- INSURANCE:
  - o Personal Watercraft Insurance
    - Lessee agrees to <u>provide proof</u> of current watercraft coverage by a full marine insurance package (hull coverage as well as indemnity and liability coverage) for the duration of this contract, naming GFM as additionally insured. (Continued on back)

- · Absolutely no vessel will be launched without proof of insurance.
- · GFM must be notified of any cancellation or renewals that occur, and a new current copy provided to GFM.
- Responsibility and Liability Release
  - Lessee agrees to release and discharge Lessor from all responsibility or liability for injury (including death), loss, or damage to persons or
    property in connection with Lessor's docking facility or marina.
  - This release and discharge shall cover, without limitation, any loss or damage resulting from Lessor's employees parking or hauling Lessee's unattended boat, vandalism, theft, fire, hail, high/low water, wind, collision, snow, ice, rain, or any other act of God.

### • SAFETY:

- Lessee shall not use GFM's electrical outlets to operate power tools, equipment, machinery, etc. unless written permission has been given by Lessor.
- Use of any open flame device, toxic chemicals, or any other hazardous equipment or supplies is prohibited under the Department of Environmental Protection's (DEEP) Clean Marina Standards.
- No portable gasoline is allowed on the property. Filling gas tanks with portable containers is prohibited.
- Portable space heaters are not allowed.
- Lessee shall keep the dock area clear of all gear, tackle and other obstructions and agrees not to dispose of trash or waste (incl. treated or untreated sewage from heads or holding tanks) in the harbor or docking area.
- o Swimming and fishing are not permitted from GFM property, docks, or surrounding water.
- o GFM is not responsible for personal injury including, but not limited to, slips, trips, and falls.
- Dock boxes must be approved.

### BOAT MAINTENANCE:

- Lessee may work on his/her boat on GFM property if such work does not interfere with the rights of the other Lessees or the operation of GFM
  and any work that is done conforms to standards set by the DEEP's Clean Marina Program.
- Outside Contractors (Subcontractors):
  - · No outside contractors are allowed without permission of GFM management.
  - · No outside labor or independent contractors' work is allowed unless permission is obtained from GFM office.
  - · A copy of proof of liability insurance for \$2,000,000 (and Workmen Compensation insurance, where applicable) is required to be held by GFM.
  - · Outside contractors must sign in/out of the office daily.
  - · Permission from boat owner must be given to the office, in writing, before any subcontractor is allowed in the yard.
  - · Subcontractors must abide by GFM rules and manager's directives.
  - · Subcontractors must check with GFM rules and conditions before entering the property.
- Hazardous Wastes:
  - · Absolutely no oil, antifreeze or other hazardous fluids should be dumped on GFM grounds or in GFM dumpsters
  - · Sanding, painting, bottom cleaning, and fiberglass work bust be approved by GFM management and in accordance with DEEP rules and regulations.
  - · Fines will occur if hazardous materials are not removed from GFM property to be disposed of properly.

#### PAYMENTS:

- o Dockage/Storage space is sold on a full season basis only.
- o Dockage fees and deposits are non-refundable.
- A credit card is required to be on file.
- All accounts must be paid in full prior to launch/arrival to dock.
- o All measurements are subject to verification. Length overall (LOA) is defined as: Length + swim platform + bowsprit.
- Lessees with past due balances as of May 1<sup>st</sup> will be charged an interest rate of 1.5% per month (12% per annum), and potentially be required to forfeit dock if not paid in full.
- Lessee must provide notification to GFM with their winter plans prior to October 31st.
  - Additional dockage charges will be incurred after October 31<sup>st</sup>. Weekly rates will apply. <u>All boats must be removed from the docks by November 21·2025</u>. Lessees not in compliance will have their vessels hauled at Lessees expense.
- If accumulated bills are 1 season past due, GFM will place a lien on the boat.
  - · Lessor shall have statutory maritime liens (state and federal) placed upon the boat, motor and attached equipment to secure any unpaid bills.
  - Lessee agrees to reimburse the marina for reasonable attorney fees and costs relating to a suit or other collection efforts by GFM against the Lessee to collect amounts due.

Gales Ferry Marina (GFM) shall incur no liability, of any kind, whatsoever, for any damage resulting from fire, theft, storm, vandalism or other cause. It is understood that the boat owner will carry adequate insurance on his/her boat while in storage at GFM. GFM will not be liable for any damage resulting from any strike, or act of God, which includes all elements. All vessels shall be handled by GFM staff at the owner's own risk, subject to reasonable care and handling. GFM shall assume no liability for the condition of the vessel, any fuel left in the boat, nor for any damage due to freezing of equipment not authorized by the owner to be winterized.

By accessing or using the service, you agree to be bound by these terms and conditions.

SIGNATURI	Ξ:	DATE:	
ACCEPTED	BY (Lessor):	DATE:	_
Required:	A copy of up-to-date Proof o A credit card on file Deposit	f Insurance (Vessel is not permitted without this)	