

## **SUMMER 2024 DOCKAGE CONTRACT**

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

	City:	St:	Zip:
Phone numbers:			
E-mail:			
Vessel Name:	Registration:	Length Overall (LOA):	
Year: Make:	Model:	(m	ust include swim platform, bowspri
Engine(s): Quantity: Make:	Model:	Нр:	Cylinders:
Γrailer: License Plate number or ident	ifier (if applicable):		
Insurance Company:	Policy #:_		
	·		late:
Summer storage for trailer: \$250.00			
		2023-24 Contract	s.
*a 5% discount will be applied to year-ro	und customers with GFM Winter to sending a deposit for dockage.		s.
*a 5% discount will be applied to year-ro  PAYMENT DUE DATES:  • pay all past balances, in full, prior  • no slips will be held without a sig	to sending a deposit for dockage ned contract, proof of insurance, a	and deposit.	
*a 5% discount will be applied to year-ro  PAYMENT DUE DATES:  • pay all past balances, in full, prior  • no slips will be held without a sig  OCTOBER 31, 2023: A DEPOSIT OF	to sending a deposit for dockage ned contract, proof of insurance, a \$500 to reserve a dock slip. Dep	and deposit.	
*a 5% discount will be applied to year-ro  PAYMENT DUE DATES:  • pay all past balances, in full, prior  • no slips will be held without a sig  OCTOBER 31, 2023: A DEPOSIT OF  FEBRUARY 1, 2024: ½ the remaining	to sending a deposit for dockage ned contract, proof of insurance, a \$500 to reserve a dock slip. Deposit dockage	and deposit. <b>posits are non-rel</b>	
1 1	to sending a deposit for dockage ned contract, proof of insurance, a \$500 to reserve a dock slip. Der dockage er is first): final ½ of the dockage	and deposit. <b>posits are non-ref</b> ge	<del>'undable</del> .

## TERMS OF AGREEMENT

## Dockage dates run from May 1st to October 31st.

- ❖ Additional dockage charges will be incurred after October 31st. Weekly rates will apply.
- ❖ All boats must be hauled by Nov. 22<sup>nd</sup>.
- ❖ This contract is for the full season. Dockage fees and deposits are non-refundable.
- Lessees (boat owner) with past due balances as of May 1 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 shall not sell, assign, transfer, or permit use of his/her assigned space.
- ❖ Gales Ferry Marina (Lessor) 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 Gales Ferry Marina 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.
- Lessee shall not use the marina'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 DEEP Clean Marina Standards.
- Portable space heaters cannot be left on unattended.
- 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.
- Lessee may work on his/her boat in the marina as long as such work does not interfere with the rights of the other Lessees or the operation of the marina and any work that is done conforms to standards set by the Department of Environmental Protection's Clean Marina Program.
- ❖ SUB CONTRACTORS: No outside labor or independent contractors' work is allowed unless permission is obtained from the marina office. The marina will require proof of liability insurance for \$2,000,000 and Workmen Compensation insurance, where applicable, in order to protect the health, safety, welfare and property of the marina and other Lessees. 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 the marina rules and manager's directives. Subcontractors must check with marina rules and conditions before entering the property.
- No portable gas is allowed on the property. Filling gas tanks with portable containers is prohibited.
- NSURANCE: Lessee agrees to have the watercraft covered by a full marine insurance package (hull coverage as well as indemnity and liability coverage). Lessee agrees to release and discharge Lessor from any and 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.
- ❖ In an emergency situation, Lessor shall be permitted to move Lessee's unattended boat to a safer location. Lessee shall indemnify and hold Lessor safe and harmless from any and all liability, injury, loss or damage caused by or resulting to Lessee's boat due to an emergency situation.
- 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 the marina against the Lessee to collect amounts due.
- **Swimming** is not permitted in the Marina.
- **❖** Fishing is not permitted from the docks.

Gales Ferry Marina 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. Gales Ferry Marina 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. Gales Ferry 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.