

NEW SUFFOLK WATERFRONT FUND, INC.

2016 Sailboat Storage/Launching Form

PO Box 146

New Suffolk, New York 11956

Phone (631) 566-0806

E-mail address: newsuffolkfund@gmail.com

Please fill out this form **COMPLETELY**. Only completed forms (3 pages) will be accepted. **Please print clearly.**

OWNER OF BOAT: _____ SPACE# _____

OWNER'S MAILING ADDRESS: _____

HOME #: _____ WORK # _____

CELL # _____ FAX#: _____

EMAIL: _____

NAME OF BOAT: _____

TYPE OF BOAT: _____

LENGTH OVERALL (LOA) _____

DATE OF USE: _____ RENTAL FEE : _____

To reserve a slip, complete the contract and send it with half the fee by March 31. The other half of the fee must be paid before docking your boat in the New Suffolk Marina.

Owner agrees to reserve the above slip from the New Suffolk Waterfront Fund, Inc. (NSWF) for the above boat only, for the period set forth below from the date hereof to October 24, 2016 at the Property at 650 First Street, New Suffolk, New York 11956.

Boat length minimum is 18 feet. The rental fee shall be \$95 per foot for each boat for the season. Payments shall be made at the beginning of the rental period.

Owner agrees to the following terms:

1. Owner is responsible to require all operators and users of the boat to comply with the terms of this agreement:

2. Insurance: the Owner shall maintain homeowner's or other insurance for property damage for casualty and hazard and for liability coverage, and will maintain same in effect during the pendency of this agreement. The New Suffolk Waterfront Fund assumes no liability for vandalism, theft, collision, fire, high or low water, wind, ice, rain or acts of God, or damage of any kind. In no event shall liability extend beyond the retail used boat value on date of loss or to payment for loss of use of a boat or for loss of any articles left on or in a boat or on the Property.

3. The boat shall be properly secured at the NSWF marina site and kept upright. Due care in launching and returning the boat to the slip shall be exercised.

4. The immediate area around the boat shall be kept in clean condition and every precaution must be taken to prevent accidents. All trash must be disposed of off the Property.

5. Barbecues, grills and open fires are not permitted anywhere on the Property.

6. No Swimming is permitted on the property; No swimming is permitted in the Marina.

7. Owner shall be responsible for all damage which Owner, Owner's guests or any other person engaged by Owner with respect to Owner's boat caused to other boats, persons, or any other structure on the Property or to the Property itself.

8. All pets must be kept on a leash at all times. Pet waste must be promptly bagged and removed from site.

9. Other users of the Property shall be treated with respect. Violations of the terms of this contract, or disorderly or inappropriate conduct, will result in the cancellation of this agreement and forfeiture of all fees paid and expulsion of the Owner, its guests, agents and boat from the Property.

10. The boat shall be removed from the Property by October 24, 2016. If the boat is not removed by that date, NSWF may assess Owner a late removal fee of \$80 per week. All boats must be removed at least 24 hours prior to onset of hurricanes forecast by National Weather Service with no adjustment to the fee hereunder. Owner authorizes NSWF to remove such boat, without notice at Owner's cost and at Owner's sole risk, upon failure to do so. This provision shall not obligate NSWF to remove, secure or move such boat under any circumstances. Should NFSW remove or secure a boat upon failure of Owner to do so, Owner shall be responsible for all costs and expenses.

11. This contract shall be deemed to have been made in the County of Suffolk and shall be construed in accordance with the laws of the State of New York. All actions or proceedings relating to this contract, directly or indirectly, shall be litigated only in courts located within the County of Suffolk in the State of New York.

12. No painting, sanding, or other activities requiring use of chemicals, or any repairs or servicing other than minor tune-ups shall be performed on or about the boat.

13. Owner understands that swimming and boating activities can be dangerous activities.

14. The undersigned hereby releases, waives, discharges, and agrees not to sue NSWF, its agents and representatives and volunteers, or other lessees of the Property (referred to as "Releasees") from liability for any and all loss or damage, and any claim or demands therefore on account of or related to the matters contained in this Agreement, or their use of the Property, or from boating and/or swimming activities, whether caused by the negligence (excepting the willful acts or gross negligence) of the Releasees or otherwise,

and hereby indemnifies and holds Releasees and each of them harmless on account of same.

15. Owner hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to the aforesaid event(s) whether caused by the negligence of Releasees (excepting the willful act or gross negligence of the Releasees) or otherwise.

14. This contract shall be deemed to have been made in the County of Suffolk and shall be construed in accordance with the laws of the State of New York. All actions or proceedings relating to this contract, directly or indirectly, shall be litigated only in courts located within the County of Suffolk in the State of New York, and shall be tried by a judge without a jury. In the event NSWF has to sue Owner for any matter hereunder, NSWF shall be entitled to recover its reasonable attorney's fees in addition to all other damages.

15. Each boat owner will have access to one parking place in the Waterfront Parking area. Trailers may not be parked in the parking area.

16. I affix my signature hereto and I accept the terms and conditions as provided in this three (3) page contract.

THIS CONTRACT CANNOT BE ALTERED EXCEPT IN WRITING AND
SIGNED BY
THE OWNER AND NEW SUFFOLK WATERFRONT FUND, INC.

Owner Signature: _____ Date: _____, 2016

Print Name _____