

VILLAGE OF NYACK MARINA (the "Marina")
2025 Marina Slip Agreement
May 15, 2025 to November 1, 2025

NAME: _____
(Print Owner's Name)

ADDRESS: _____
(Residence)

PHONE CONTACT:

Home: _____

Cell: _____

EMAIL(S): _____

VESSEL INFORMATION

VESSEL NAME: _____

REGISTRATION OR OFFICIAL #: _____

MANUFACTURER: _____

MODEL: _____

YEAR: _____

LOA (Length Overall): _____

BEAM: _____

STATE VESSEL REGISTRATION or C.G. DOC #: _____

INSURANCE & DOCUMENTATION REQUIREMENTS

- A completed contract with all required phone numbers and registration/documentation numbers.
 - A copy of the current hull liability insurance declarations page.
 - A copy of the vessel registration.
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OWNER'S ACKNOWLEDGEMENT

The Owner acknowledges that they have read and understood **Paragraphs #2 & #6** of this Agreement and agree to maintain liability insurance covering any and all damages to their vessel, and to other vessels or property for which they are found responsible. **NO BERTH OR SLIP WILL BE ASSIGNED UNTIL A PHOTOCOPY OF THE INSURANCE POLICY'S DECLARATIONS PAGE IS RECEIVED** by the Marina.

DOCKAGE FEE SCHEDULE:

Non-Residents:

- *Summer 2025 Slip Rental – Fixed Dock:* LOA _____ @ \$75/foot = \$ _____

Residents:

- *Summer 2025 Slip Rental – Fixed Dock:* LOA _____ @ \$60/foot = \$ _____

Dinghy: A dinghy is considered a boat of **nine (9) feet or less** for a flat rate of **\$600.00**.

AGREEMENT TERMS

1. Slip Assignment:

- a. The Marina grants the Owner a slip designated as **Slip #** _____ for the Owner's vessel with an overall length of _____ **feet** and a beam of _____ **feet**, requiring _____ **amps** of electric service for the **20**__ season at the applicable rates above.
- b. The Marina shall maintain floats, gangways, berthing facilities, and provide water and electricity for the vessel. Altering, moving, or installing fixed electric or plumbing lines is prohibited unless provided by the Marina. Dock boxes and boarding steps must be approved by the Harbormaster.

2. Insurance Requirement:

The Owner agrees to maintain **Hull and Liability Insurance** during the vessel's stay at the Marina, covering environmental cleanup for any contamination caused by the vessel, including oil, gas, or paint spills. The Village of Nyack, its agents, and employees are not responsible for loss, damage, or personal injury related to the vessel or its handling at the Marina. The Owner holds the Village harmless in such events.

3. No Outside Labor:

Outside labor is prohibited without prior written consent from the Village of Nyack. Contractors must provide liability insurance and will incur a commission for use of yard facilities.

4. Lien and Payment Terms:

The Village of Nyack has a lien on the vessel for any unpaid charges. Overdue payments will incur **1.5% monthly interest**, and collection costs, including attorney's fees. **Slip fees are non-refundable**. No adjustments will be made after 10 days from the bill date.

5. Slip Use:

Slips are non-transferable. Boats found in the wrong slip will be moved at the Owner's expense. The Marina may use unoccupied slips for transients and reserves the right to move boats for repairs or safety purposes.

6. Liability Waiver and Indemnity:

The Village of Nyack is not liable for any damage, loss, or injury to the vessel or persons, and the Owner agrees to indemnify and hold the Village harmless for any claims arising from such events.

7. Environmental Compliance:

The Owner is responsible for environmental compliance and cleanliness around their vessel. Any contamination, such as oil or paint spills, will be billed to the Owner. **No spray painting** is allowed. Recycling of waste materials must be arranged by the Owner.

8. Electric Service Risk:

The use of electric service aboard the vessel or at the dock is at the Owner's own risk.

9. **Fire Restrictions:**

Barbecues, gas, or open fires are not permitted on the docks or boats.

10. **Discharge Restrictions:**

Overboard discharge of heads or holding tanks is strictly prohibited.

11. **Pets:**

Dogs must be kept on a leash, and owners must clean up after them.

12. **Water Level Disclaimer:**

The Village of Nyack is not responsible for damages caused by extreme high or low water levels.

13. **Breach of Contract:**

In the event of a breach, the Village may cancel the contract and require the Owner to remove the vessel within 10 days of written notice. The Village will remove the boat at the Owner's expense if not removed within this period.

14. **Arbitration:**

Any disputes arising from this agreement will be settled by arbitration per the rules of the Society of Maritime Arbitrating, Inc. in New York.

15. **Boats for Hire:**

The Village of Nyack prohibits boats for hire (excursions, fishing, taxis, etc.). Violating this rule will result in immediate termination of the dockage lease and removal of the boat from the Marina.

16. **Boats Removal:**

All boats must be removed by **November 1st**. Boats left after this date may be hauled and stored at the Owner's expense. Regular transient rates will apply until the boat is removed.

17. **Binding Agreement:**

This agreement is binding upon the parties, their heirs, successors, and assigns.

ACKNOWLEDGEMENT

By signing below, the Owner acknowledges they have read and agree to all terms of this contract.

Village of Nyack:

By: _____

Owner:

By: _____

Date: _____