

**VILLAGE OF NYACK MARINA (the "Marina")
2025 EARLY SPRING SLIP AGREEMENT**

Striper Season: \$300 Fee

Boats must be out of the Marina by May 14, 2025 – No exceptions!

NAME: _____ (the "Owner")

(Print Owner's Name)

ADDRESS: _____ *(Residence)*

PHONE CONTACT:

Home: _____ Cell: _____ Other: _____

EMAIL(S): _____

VESSEL NAME: _____

REGISTRATION OR OFFICIAL #: _____

MANUFACTURER: _____

MODEL: _____

YEAR: _____

LOA: _____

BEAM: _____

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

CONTRACT REQUIREMENTS:

- This contract must be completed in full, including all phone, registration/documentation numbers.
 - A copy of your current hull liability insurance declarations page must be attached.
 - The Owner must include a copy of the vessel registration.
 - The Owner specifically acknowledges having read and understood paragraphs #2 and #6 of this agreement.
 - The Owner agrees to maintain liability insurance (minimum \$100,000/\$300,000) covering any and all damages to their vessel and other vessels or property for which they are found responsible.
 - No berth or slip will be assigned until a photocopy of the insurance declarations page is received by the Marina.
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WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

1. Slip Assignment:

- a. The Marina grants the Owner a slip designated as slip #_____ on the chart maintained by the Marina

for the Owner's vessel, which has an overall length of _____ feet and a beam of _____ feet, with _____ air conditioners onboard and requiring _____ amps of electric service for the season of 20____ at the applicable rates as set forth above.

b. The Marina will furnish and maintain floats, gangways, and berthing facilities and provide water and electric service for the Owner's vessel. No person may alter, move, convert, or install any fixed electric or plumbing lines other than those currently installed or supplied by the Marina. The use of carpeting on rails, docks, floats, or slips is prohibited. All dock boxes and boarding steps must be approved by the Harbormaster. Any installations made by the Owner that are not approved by the Harbormaster will be removed at the Marina's discretion, with the Owner liable for any damage caused.

2. **Insurance Requirement:**

The Boat Owner agrees to maintain Hull and Liability Insurance during the time the boat is at the Nyack Marina. This insurance should cover cleanup for any environmental contamination caused by the Owner or vessel, including oil, gas, or paint spills. The Owner acknowledges that the consideration paid for berthing is disproportionately small compared to the value of the vessel and equipment, and agrees to hold the Village of Nyack and its agents harmless from loss, damage, or personal injury to the Owner or their vessel and equipment, including damage caused by wind, water, collisions, fire, theft, storms, ice, acts of God, or independent contractors.

3. **Outside Labor:**

No outside labor will be allowed to work on boats at the Marina without the express written consent of the Village of Nyack. All outside contractors must provide proof of liability insurance and will be charged a commission for the use of yard facilities. All outside labor must check in and out with the Village of Nyack daily.

4. **Lien on Vessel:**

The Village of Nyack shall have a lien on the vessel, its contents, and equipment for any charges due under this agreement. Any overdue payments will be subject to interest at 1.5% per month, plus collection costs and legal expenses equal to 1/3 of the amount due if collection becomes necessary. No adjustments will be made after 10 days from receipt of a bill. All slip fees and balances must be paid in full before occupying the slip. Boats in a slip with outstanding amounts will be hauled and sidetracked at the Owner's expense. **Slip fees are non-refundable.**

5. **Slip Transfers and Usage:**

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

6. **Indemnification:**

The Owner agrees that neither the Village of Nyack nor its agents or employees shall be liable for any damage, loss, or personal injury resulting from the use of the premises, regardless of fault. The Owner agrees to indemnify and hold the Village of Nyack, its agents, and employees harmless from any loss, damage, or expense, including attorney's fees and court costs, arising from such damage or injury.

7. **Environmental Responsibility:**

The Owner must comply with all applicable environmental laws and regulations. The Owner is responsible for maintaining cleanliness around their boat and will be billed for the cleanup of any environmental contamination caused. The use of spray paint is prohibited, and smoking is not allowed near flammable materials. Owners must arrange for the recycling of waste materials and must not dispose of them in dumpsters or in the water.

8. **Electric Service Risk:**

The use of electric service aboard and at the dock is exclusively at the Owner's risk.

9. **No Barbecues/Open Fires:**

No barbecues, gas or otherwise, or open fires are allowed on the docks or boats.

10. **Overboard Discharge:**

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 Responsibility:

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

13. Breach of Agreement:

If the Owner breaches this agreement, the Village reserves the right to cancel the contract and require the Owner to remove the boat within 10 days of written notice. The Village will haul and sidetrack the boat at the Owner's expense if left beyond the 10 days.

14. Dispute Resolution:

Any controversy or claim arising out of this agreement shall be settled by arbitration in accordance with the rules of the Society of Maritime Arbitrating, Inc. in New York, using their Simplified Procedure.

15. No "Boats for Hire":

The Village of Nyack does not permit "Boats for Hire" for any purpose, including excursions, fishing, taxis, or tours. Violations will result in immediate termination of the dockage lease and removal of the boat from the Marina.

16. Removal of Boats:

All boats must be removed by November 1st. Boats left after this date may be hauled and stored at the Owner's expense, and regular transient rates will apply from November 1st until the boat is removed. The Village is held harmless for any damage resulting from hauling and storing boats under this condition.

17. Binding Agreement:

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

ACKNOWLEDGEMENT:

I HAVE READ THIS ENTIRE CONTRACT AND AGREE TO ABIDE BY THE TERMS STATED HEREIN.

Village of Nyack: _____
(Print Name above)

Owner: _____
(Signature of Owner)