



Tide Mill Yacht Basin, Inc.

191 Kirby Lane, Rye, New York 10580

914-967-2995

"We Love Your Boat"

Date: _____

OWNER AND BOAT INFORMATION FOR DOCKING FACILITIES Summer 2019

Owners' Name: _____

Home Address: _____
(street) (city) (st) (zip)

Business Address: _____
(street) (city) (st) (zip)

Home Phone: _____ Business Phone: _____ FAX: _____

e-mail: _____

Name of Boat: _____ Mfg. & Type: _____

Length OA: _____ Beam: _____ Draft: _____

Engine Make: _____ Diesel Gas Fuel Capacity _____

Voltage/Amperage Requirements: 220v/50 amp (1) 110v/30 amp (2) 110v30 amp

RATES

All slips based on maximum of five months, May 1st through September 30th. Additional charges will be assessed for extra time if boat is NOT Winter Stored at Tide Mill.

The rate for space allocated to your boat, 2019 Summer Season is \$ _____

One-half (deposit) payable in advance. Balance due in 2 installments, March 1st and April 1st.

To insure your slip reservation, **please sign this contract on both sides, enclose your deposit check (3/1/19, 4/1/19 payments must be made prior to due dates) or if paying by your bank's bill paying service, please check here , along with a copy of your boat's insurance, and return no later than January 15, 2019.**

Applicant's Signature _____ Date _____

Accepted _____ Date _____



Tide Mill Yacht Basin
Est. 1972

TIDE MILL YACHT BASIN, INC. 191 Kirby Lane, Rye, NY 10580

Gentlemen:

This confirms, that subject to your written acceptance, the following are the terms and conditions under which you will make available to me, and I may use, the facilities at Tide Mill Yacht Basin, Inc.

OTHER TERMS AND CONDITIONS

- 1. As used herein, the words, "Tide Mill" refers to Tide Mill Yacht Basin, Inc., the owner of the marine facility; the word "Basin" refers to the marina facility; the word, "owner" refers to the owner of the vessel aforescribed; the word "boat" refers to the vessel aforescribed; the word "slip" refers to the space allocated by Tide Mill to the use of the owner.
- 2. In consideration of the premises herein, the owner may store his boat in the slip designated by Tide Mill and may use the facilities of the marina available to all other boat owners.
- 3. Tide Mill may cancel this agreement upon ten (10) days written notice to the undersigned in the event of a violation by the undersigned of any of the provisions hereof. In the event of such cancellation, Tide Mill will refund to the owner upon his removal of the boat from the Basin a proportionate share of the charges herein measured from the date that the slip allocated to the owner is occupied by a new occupant to the termination date of this agreement, less a 15% Service Charge.
- 4. The owner must have his boat insured for complete marine coverage, including but not limited to, insurance against liability for damages to persons or property and such insurance shall list Tide Mill Yacht Basin, Inc. as an additional insured. Proof of such insurance must be furnished to Tide Mill with this contract. The owner, whether or not he has such insurance, is liable for damages to person or property as a result of any act or omission on his part or on the part of his agent, servant, employee or guest. Tide Mill Yacht Basin does not insure your boat. Owner's insurer shall have no subrogation rights against Tide Mill for any damage, injury, or loss sustained by Owner or Owner's vessel, agents, or employees arising out of this agreement.
- 5. TIDE MILL IS EXEMPT FROM LIABILITY FOR DAMAGES AS A RESULT OF THE NEGLIGENCE OF ANY PERSON IN OR ABOUT THE MARINA, ITS DOCKS, SLIPS AND ADJACENT WATERS, WHETHER OR NOT UNDER THE CONTROL OF TIDE MILL.
- 6. The undersigned has been informed, and is fully aware, that limited security only will be provided by Tide Mill. Tide Mill is exempt from any liability for damages as a result of theft, disappearances or loss of the boat, its motor or motors, its accessories, appurtenances thereto, its rigging and personal property of every nature whether being part of the boat or located therein or thereon.
- 7. A boat may be used for pleasure only, must be registered, identified, marked, equipped and maintained by the owner as required by law and safe practice. It may be boarded periodically for inspection by Tide Mill to insure that it is equipped with adequate and proper safety equipment.
- 8. A boat shall be berthed and maneuvered as may be directed by Tide Mill but such berthing and directions shall not impose any liability on the part of Tide Mill with respect thereto. Boats entering the Basin under emergency conditions shall report immediately to Tide Mill management.
- 9. All boats shall be secured in their slips in a manner acceptable to Tide Mill and upon the owners' failure to comply; Tide Mill may secure the boat in proper fashion. In such event, the owner may be charged and will pay for the reasonable cost thereof.
- 10. If the slip will not be used by the owner over a weekend or for any longer period of time, notice thereof shall be given to Tide Mill in advance. Tide Mill may use such slip for any other purpose during this period with or without charge and without reimbursement therefor to the owner. The owner may not sublease his slip or permit others to use it or transfer his boat to any other slip without the express permission of Tide Mill.
- 11. The owner will provide Tide Mill with a set of main door or hatch, and ignition keys, which may be used by Tide Mill for periodic inspections or emergency service.
- 12. The owner may not permit any workmen, contractors or service organizations to undertake or perform any work or render any services with respect to the boat while at its slip without the express permission of Tide Mill.

- 13. All requests for services or repairs shall be made to Tide Mill management by telephone, fax, in person or in writing on a form which will be provided by Tide Mill.
- 14. Owners and their guests may use the Basin's shore-side toilets and showers. All garbage and other refuse must be placed in the receptacles provided by Tide Mill. Good-housekeeping and sanitation practices shall be observed.
- 15. The owner, his guests and employees shall not create an annoyance, hazard or nuisance to the Basin or to other owners. Noise shall be kept to a minimum at all times. Engines, generators, radios and television sets shall be operated as not to create a nuisance or disturbance.
- 16. Tenders, paddleboards, rowing skulls* etc. shall be stored on board larger vessels when possible; otherwise they must be in the Upland Storage Area at \$475 per season. Their identification name or marks are required to be recorded with Tide Mill. No dock boxes, steps etc. may be installed without permission from Tide Mill and also must be clearly identified. *Items left on dock subject to \$25 removal fee.
- 17. Advertising or soliciting is not permitted in any part of the Basin.
- 18. Swimming, diving, fishing, or fish cleaning shall not be permitted from the docks or finger piers.
- 19. Owners shall not place supplies, materials, accessories or debris on the walkway, and shall not construct thereon any lockers, chests etc., except with the prior written permission of Tide Mill.
- 20. Charcoal fires or open fires are not permitted in the Basin.
- 21. Dogs will be admitted to the Basin on a leash and may not run loose on the docks, grounds or on other boats.
- 22. Young children must be accompanied by an adult.
- 23. Owners are respectfully requested to purchase their marine supplies and fuel from Tide Mill. Tide Mill must handle all services and supplies required by owners to make improvements for the owner's benefit financially feasible.
- 24. When entering or leaving the Basin, boats must be under power, not sail. No boats within the Basin shall be operated in excess of the established speed limit.
- 25. In the event of a severe storm, hurricane, or Act of God, Tide Mill may, if practicable and possible, but is not obligated to provide damage prevention service the cost of which will be pro-rated against and charged to all owners. Nevertheless, the owner shall take all emergency measures to protect his boat. Tide Mill does not assume responsibility for protection of boats and is exempt from liability for damages to the owners boats.
- 26. Owner shall pay Tide Mill's reasonable attorneys' fees and costs incurred in any dispute or legal proceeding arising from this Agreement or Tide Mill's work on the boat, now and in the future, whether under this agreement, subsequent oral or written agreement, or otherwise.
- 27. Charges for supplies, services, or work performed are billed immediately. Payment is due immediately. Any requests for billing adjustment must be made in writing and shall not be considered after ten(10) days from the billing date. If your full payment for the monthly statement is not received by the following months billing statement date, we may impose and you agree to pay a late fee as follows: \$15 for balances under \$100, \$25 for balances of \$100 but less than \$500, \$35 for balances of \$500 or greater plus monthly interest will be assessed on unpaid balances at a rate of 1.8% per month.

DATE: _____

SIGNED: _____
Owner

ACCEPTED: Tide Mill Yacht Basin, Inc.

BY: _____
President