



River Street Marine

110 Petten Street, Rochester, NY 14612

Office Voice or Text: (585) 227-1579

Email: Sales@RiverStreetMarine.com

2020 Slip Lease Agreement

Vessel Owner (hereafter "Lessee") _____

Street Address _____

City, State, Zip _____ Date of Birth _____

Mobile/Home/Work # _____ M / H / W # _____ Email _____

Spouse/Emergency Contact Name _____ M / H / W # _____ Email _____

Access Card #'s I already have and want activated for 2020: _____

North or South

Slip # _____

Vessels I agree to identify all Vessels or Trailers before they enter the Marina lands or waters or they may be removed at my expense.

1: NY # _____ Make _____ Year _____ Length Overall _____ Width _____ Name _____

Vessel 1 is stored on: its own trailer (), or blocking that I: rent () or own () which is a cradle () or _____ boat stands ()

2: NY # _____ Make _____ Year _____ Length Overall _____ Width _____ Name _____

Vessel 2 is stored on: its own trailer (), or blocking that I: rent () or own () which is a cradle () or _____ boat stands ()

Trailers All stored trailers must be listed and have the Lessee's name or boat NY # in 3" letters if it does not have a license plate.

1: Plate # _____ Make _____ Year _____ Length _____ for boat with NY # _____

2: Plate # _____ Make _____ Year _____ Length _____ for boat with NY # _____

Are you storing Trailers at Gibbs Marine and paying the \$150.00 storage fee? Trailer 1 - Yes / No Trailer 2 - Yes / No

PRICING Are based on the vessel's overall length, measured from the farthest fixed item on the bow to the farthest fixed item on the stern.

Seasonal Dockage is: May 1 – October 31, 2020

Seasonal Dockage, North of Bridge – (Greater of Boat or Pier Length) Length _____ ft. x \$74.00/ft = _____

Seasonal Dockage, South of Bridge – (Greater of Boat or Pier Length) Length _____ ft. x \$74.00/ft = _____

Seasonal Dockage, South of Bridge – (24' Minimum on 24' Pier) Length _____ ft. x \$64.00/ft = _____

30 days Dockage from (____/____) to (____/____) (pier length is minimum) Length _____ ft. x \$15.00/ft = _____

Daily Dockage (after time above expires, \$1 per foot, \$25 minimum) Length _____ ft. x \$ 1.00/ft = _____

Seasonal Floating Jet Ski Platform, per Jet Ski _____ x \$900.00 = _____

Trailer Storage (Trailers will be stored at adjacent Gibbs Marine, 118 Petten Street) -- Circle: Yes / No -- If Yes, \$150.00 = _____

Deposit per additional Access Card requested _____ x \$25.00 = _____

Total Amount due **Total** = _____

Minimum 50% Payment due by 10/31/19 (or subtract \$50.00 if paid in full by 10/31/19) = _____

Balance due April 1, 2020 = _____

PAYMENT METHOD () Check- [Drop off, Send US Mail] () EFT - [online, we send you a link] () Cash - [Pay in person]

I (We) certify that the printed matter on both front and back of this agreement has been read and the terms and conditions set forth herein are fully understood. I (We) acknowledge receipt of a copy of this agreement, and that this is a Lease only and the relationship of a Landlord/Tenant is not created by this agreement.

Boat Owner(s) / Lessee(s) _____ Dated _____
(Signature)

Marina Representative _____ Dated _____

1. River Street Marine, LLC (hereinafter referred to as "Marina") shall retain the right to assign dock slips. Marina shall try to assign Lessee the dock slip of his/her choice; however, the rights of the other Lessees and the Marina's business judgment shall also determine the assignment of dock slips. Assignment of Lessee to another slip shall not be grounds for termination of this Lease. Lessee represents that he/she owns the Vessel and Trailers on the front of the Lease and will keep his/her contact information up to date with the Marina.
2. **PAYMENT** — Lessee agrees to pay all fees when due and not to occupy the slip until full payment is made unless other arrangements are made in writing with Marina. Deposits paid are not refundable. Lessee agrees to pay Marina's invoices upon receipt. A service fee of \$10 per month plus interest at the rate of 2% per month will be assessed on accounts 30 days past invoice date for any fees or charges due the Marina or authorized subcontractor that Lessee may contract with for services. Lessee agrees to pay additional charges if the Lessee's vessel's length over all is larger than reported on the front of this Lease.
3. **USE** - Lessee agrees not to bring a Vessel or Trailer other than those identified on the front of this Agreement into the Marina, including visiting friends, family, or guests, without obtaining written permission of Marina in advance and paying any additional charges. If slip is to be unoccupied for more than 24 hours, the Marina reserves the right to occupy the slip for transient boats or for its own use. No "for sale" signs or other advertisements may be posted anywhere without Marina's written authorization. Lessee shall only use the Marina for reasonable and typical recreational boating activities.
4. **SLIP AREA** — Lessee agrees that he/she has inspected the slip to be leased prior to signing this lease. Lessee agrees to notify Marina of any hazards, safety concerns or injuries within 24 hours of occurrence via E-mail or U.S Mail. Lessee's Personal property must be removed by lease expiration or the Marina may dispose of it at the Lessee's expense. No adjustments or changes shall be made to slip area without written approval of Marina management. Lessee shall keep the dock area clear of all gear, carpeting, tackle and other obstructions. Lessee agrees to secure his/her vessel adequately to prevent damage to other boats, docks, or pilings. In the event the mooring lines are not strong enough or improperly tied, Marina shall have the right, but not the obligation, to replace said lines at the expense of the Lessee.
5. **ELECTRIC** — Marina does not guarantee that electrical service shall be continuous. If the Marina installs an electric meter to a slip, the Lessee agrees to pay for their usage at the Marina's cost for delivery, supply, taxes, and surcharges. Any transient use of unoccupied slips by Marina will be recorded and credited against any billing to Lessee. Electricity is available to enable the Lessee's use and enjoyment of the Marina and their vessel. Typical equipment installed on vessels is acceptable use of electric. Lessees without metered electric services may not run air conditioning units unless they are present. Additional use of unmetered electric for any other purpose must be approved in writing by Marina. Lessees abusing the unmetered electric service will be issued one written warning to correct the violation within 5 days, and then charged \$50.00 per day until the violation is corrected.
6. **FIRE SAFETY** - Use of any open flame device, fireworks, toxic chemicals or any other hazardous equipment or supplies in the docking area is prohibited. For fire safety and environmental protection, the filling of vessel tanks from portable containers will not be permitted anywhere on Marina grounds.
7. Lessee agrees not to discharge any sewage, fuel, oil, or fish waste into the water. Marina shall not permit Lessee to: cause damage to the docking facility through excessive wear and tear, create any unnecessary disturbance or nuisance, or store trash and/or receptacles outside their vessel. Only items generated by typical boating activities may be disposed of in the Marina's dumpsters.
8. **CONDUCT** - Lessee is responsible for the proper and safe conduct and compliance with governmental laws and Lease conditions for his/her self, children, guests, and pets brought on to the property. Pets must always be restrained. The Lessee must collect and properly dispose of all pet waste. Drunk, out of control, obnoxious, disrespectful Lessees or guests will be removed and banned from the property. No refunds will be issued when a Lessee's Lease is terminated under this paragraph. Pets not properly supervised or with aggressive behavior will be banned.
9. **SEVERABILITY** — if any portion of this lease shall be held to be invalid or unenforceable for any reason the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed written, construed and enforced as so limited.
10. **WAIVER** - The failure of either party to enforce any provision of this Lease shall not be construed as a limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.
11. **INSURANCE** — Lessee agrees to carry casualty and liability insurance on his/her boat, trailer, and equipment sufficient to protect against such losses as described in INDEMNITY. Lessee warrants he/she has a policy in force and agrees to furnish Marina a Certificate of Insurance upon request naming River Street Marine, LLC as an additional insured.
12. **ACCESS** — For the parking controls or dock security gates, the Marina will issue access cards with a \$25 deposit per card from the Lessee, which will be refunded upon their return if within 10 days of Lease Expiration. Lessee agrees to notify Marina immediately if they are lost or stolen. Access to Marina is granted for the term that Lessee has paid for. Access will be suspended if payments due the Marina are late.
13. **DEFAULT** — The occurrence of any of the following shall constitute a default under this lease: 1) the failure to make a required payment under this Lease when due whether or not the slip is occupied; 2) failure to observe any of the terms and conditions of this lease; 3) the violation of the regulations of any other provision or requirement that is not corrected within 5 days' notice of the violation is given; 4) the failure of Lessee to pay any other amounts due Marina within 30 days of written notice the amount is due.
14. **RIGHTS ON DEFAULT** - If the Lessee is in default under this Lease and fails to remove his/her property with five (5) days written notice to Lessee, Marina may remove the Lessee's property by any means including, but not limited to, hauling the boat, taking possession of the Slip, charging the Lessee the costs of removal including hauling, blocking and dry storage at its current rates. The remainder of the Lease payments shall be due and payable and retained by Marina as liquidated damages. Marina shall hold the Lessee responsible for the costs of collection (including attorney's fees and legal costs), repair and related costs. Marina may re-lease the Slip to mitigate liquidated damages, but shall not be obligated to do so, except as required by law. Marina shall not be required to release the boat to Lessee until all Lease costs, costs of collection, and all other amounts due to Marina have been paid by Lessee.
15. **LEINS** - Marina shall have statutory maritime liens (state and federal) upon the boat, motor and attached equipment to secure any and all services and materials supplied to Lessee by Marina during the term of this Agreement. Lessee shall not remove his/her boat from the rented space until all charges secured by the liens are fully paid. Lessee agrees to reimburse Marina for reasonable attorney fees and costs relating to a suit or other collection efforts by Marina against Lessee to collect any amounts due under this Agreement or any amounts due and secured by these liens.
16. **INDEMNITY** - Lessee agrees to indemnify and hold harmless Marina, its agents and employees, from any and all expenses, responsibility and or liability for injury (including death), loss or damage to Lessee's persons or property in connection with Marina's facilities, except through gross negligence by Marina. This release and discharge shall cover, without limitation, any loss, damages, or delay in service resulting from Marina's employees launching, docking or hauling Lessee's boat, vandalism, theft, fire, hail, high/low water, wind, collision, ice, rain, acts of god, or event beyond Marina's control.
17. **EMERGENCY** - In an emergency situation, Marina shall be permitted to move Lessee's unattended boat to a safer location if possible; however, Marina shall not be required to provide this service. In the event such service is provided, Lessee will be billed at Marina's prevailing rates for the service rendered posted in the Marina office and Lessee shall be required to pay all costs incurred by Marina on Lessee's behalf. Lessee shall indemnify and hold Marina safe and harmless from any and all liability, injury, loss or damage caused by or resulting to Lessee's boat due to an emergency.
18. **BOAT SINKING** — In the event Lessee's boat shall, for any reason, sink while berthed in a slip, at dockside or while otherwise occupying Marina waters used by customers of Marina, Marina may, if Lessee cannot be contacted immediately and if said sunken boat constitutes an environmental liability, safety hazard, or navigation hazard to other boaters, take immediate steps to raise and remove and/or repair said boat at Lessee's expense. Vessel will be not be released to Lessee until all costs are paid to Marina.
19. This Lease constitutes the entire agreement between the parties. No modification or amendment of this Lease shall be effective unless in writing and signed by both parties. This lease replaces all prior agreements between the parties. This lease shall be governed by the laws of the State of New York.
20. **REPAIRS** - No mechanical or canvas work or other repairs may be performed anywhere on River Street Marine premises. Lessee may permit serviceman to enter boat for estimate/diagnostic purposes only. Gibbs Marine will provide the Lessee a slip where the vessel can be serviced at upon request.
21. **TRANSFERS** - Lessee may not sell, transfer, sublet, assign, or permit the use of his/her assigned dock space. Slips do not go with the boat if Lessee sells their boat. Lessee may replace a vessel or trailer with another that they own after providing the Marina proof of ownership and paying a \$50 fee per item. No credits or refunds will be issued for unused lease time.

