



Please provide a copy of boat registration and insurance with this form. Thanks!

GAINES MARINA & SERVICES, INC
141 LAKE STREET, ROUSES POINT, NY 12979
TEL: (518) 297-7000 FAX: (518) 297-4560

Docking and Mooring Agreement
Season (May 1 to October 1, 2015)

This agreement entered into on the ____ day of _____, 2015 by and between GAINES Marina & Services, Inc and

 Name Email Address

 Address

 City State or Province Zip or Postal Code Telephone

Name of Boat: _____ Mfg's Name: _____
 Length of Boat: ____ Ft. ____ In. Swim Platform? Y or N Length Overall _____ (round up to nearest foot)
 Boat Number: _____ Depth: ____ Ft. ____ In. Beam: ____ Ft. ____ In.

Witnessed: That Gaines Marina shall furnish the services and facilities as checked in the following schedule. And the Boat Owner shall pay for the same in full on arrival or before **May 1st** whichever comes first, subject to the terms and conditions of this agreement. 1 ½% interest per month will be charged on outstanding balances. **Dockage is sold by length of the dock or LOA of boat, whichever is greater. Outside or end docks cost an additional \$5/ft. Premium docks are an additional \$10/ft more.**

- 1. Dockage is sold by **LOA** of the boat or length of dock if greater (20 ft min) ____ ft @ ____ = _____
- 2. Jet Ski or Inflatable dockage \$350.00= _____
- 3. Lake Mooring \$1,250/summer \$475/month \$175/week = _____
- 4. Number of _____ 30 AMP outlet(s) _____ @ \$125.00 = _____+tx
- 5. Number of _____ 50 AMP outlet(s) _____ @ \$250.00 = _____+tx
- 6. Number of _____ Air Conditioners (first one included with electric) _____ @ \$50.00 = _____+tx
- 7. WINTER STORAGE ONLY \$22.00 Per Foot (**LOA**) _____ ft @ \$22.00 = _____+tx
- *Package Price-\$20.00 Per Foot (**LOA**) if paid with Summer Dockage _____ ft @ \$20.00 = _____+tx

Sub Total _____
 Tax 8% _____
 Deposit _____
 Total Due _____

Payment Schedule-\$500 Deposit-33% by February 1, 33% by March 1, 34% by April 1
 *The Special Package Price of \$20 per foot for winter storage is available if winter storage is paid for **by May 1st** with Summer Dockage. If a year round customer, the rate of \$22 per foot will be charged for winter storage if not paid by May 1st.

Read the attached terms and conditions carefully, then sign and return to Gaines Marina with copy of Boat Registration. Dock space will not be held reserved unless this form is returned with payment. Dock space will be utilized according to boat size and to Gaines Marina advantage. Boats may have to be moved during the season to accommodate lake conditions.

Upon signing this agreement, I acknowledge that I have been given a copy of the Terms and Conditions 2015 and I agree to these terms and conditions.

UNDER NO CIRCUMSTANCES WILL REFUNDS BE MADE ON DEPOSITS OF SLIPS

DATE: _____ BY _____ (BOAT OWNER)

DATE: _____ BY _____ (GAINES MARINA)

TERMS AND CONDITIONS 2015

UNDER NO CIRCUMSTANCES WILL REFUNDS BE MADE ON DEPOSITS OF SLIPS

No outside fuel

No outside garbage

No outside workers (mechanical, canvas or otherwise) are allowed to work on boats at Gaines Marina without permission from Gaines Marina.

All docking and/or mooring arrangements include complete use of marina services and facilities provided by GAINES MARINA for its patrons. Any automobile operated on Marina property may not exceed 5 miles per hour. Pets must be kept on a leash. If you do not clean up after your pet, you will be fined. No pets allowed in washrooms or showers. GAINES MARINA is not responsible for any package or mail delivered to the marina for the BOAT OWNER. NO COD's will be accepted.

BOAT OWNER shall provide adequate lines and fenders and maintain them in proper condition and arrangement. GAINES MARINA will maintain reasonable surveillance and render docking assistance during regular hours, but will not be held responsible for the security and/or safekeeping of vessels docked, moored or stored at its facilities. The BOAT OWNER agrees that GAINES MARINA shall not be liable under any circumstance whatsoever for any damage to any property of the BOAT OWNER, including the boat described herein, whether such damage is caused by war, confiscation, order of any government or public authority, discoloration from natural or inherent causes, fire, theft, weather conditions, vandalism, or by trespassers.

NO Sewage, bilge, chemical or petroleum spillage/dumping is allowed at the marina. Should a chemical or petroleum spill inadvertently occur, BOAT OWNER should immediately contact NYSDEC and the Village of Rouses Point to schedule immediate remedial preparation and implementation. BOAT OWNER will be held liable for all costs, fines or fees for clean up.

This agreement is not transferable by the BOAT OWNER, and GAINES MARINA reserves the right to use such accommodations reserved by this agreement during temporary vacancies of one or more nights. BOAT OWNER shall give GAINES MARINA advance notice of commencement and duration of such vacancies. Marina regulations as established by GAINES MARINA are for the welfare and safety of all patrons and will be enforced without favor and prejudice. Failure of BOAT OWNER and/or his guest to observe such regulations may be cause of cancellation of the agreement without refund at GAINES MARINA'S option.

It is understood and agreed to by BOAT OWNER that he may not hire or otherwise employ outside help to do work on the vessel while it remains at GAINES MARINA facility, except that GAINES MARINA may approve specific requests.

Due to New York Department of Environmental Conservation regulations, bottom paint applicators must be certified. GAINES MARINA has certified bottom paint applicators and is licensed to provide these services. No other outside personnel may apply bottom paint at GAINES MARINA. If BOAT OWNER wishes to apply bottom paint to their own boat, there is a \$200 deposit required. BOAT OWNER will assume all risks and liability for environmental impact and cleanup. BOAT OWNER must make arrangements with GAINES MARINA before beginning to paint boat. All paint, tarps, paint cans, etc. must be cleaned and disposed of off-site (not in marina dumpster) and area around the boat must be free of environmental hazards. Upon approval by GAINES MARINA, \$150 of the deposit will be refunded if area is cleaned to specifications. A \$50 environmental fee will be retained.

In no case may flame, heating elements, inflammable liquids, explosive gases or other hazardous materials or equipment be used on the vessel while it remains at GAINES MARINA facility by other than GAINES MARINA employees. (But this is not to be construed so as to prohibit the use of approved galley stoves, lamps, motors and other equipment normally considered part of the vessel.)

INSURANCE – THE BOAT OWNER SHALL BE RESPONSIBLE FOR OBTAINING ANY PROPERTY DAMAGE, FIRE, THEFT, OR SIMILAR INSURANCE UPON SAID BOAT, AND SHALL PAY THE PREMIUMS FOR THE SAME. GAINES MARINA SHALL NOT BE REQUIRED TO PROVIDE ANY SUCH INSURANCE.

All charges pursuant to this agreement will become due and payable in full on or before **May 1st**, and BOAT OWNER undertakes and agrees to make payment promptly after bill has been rendered. A service charge of **1½ % per month** (18% per annum) will be charged on past due balances and BOAT OWNER agrees to pay all costs of collection including attorney fees.

BOAT OWNER understands and agrees that GAINES MARINA makes no warranty with regard to ladders, platforms, walks, equipment or gear on its premises or that which may be available to the BOAT OWNER, member of his immediate family or guests, employees, liable from any claims, damages or causes of actions of whatsoever kind of nature resulting from any accident or other occurrence while the undersigned is or are upon the premises of GAINES MARINA. BOAT OWNER and the undersigned further jointly and severally covenant and agree to indemnify and save harmless GAINES MARINA by reason of any claims, suits, or damages of the BOAT OWNER or undersigned, his family, guests, agents, or employees.

BOAT OWNER expressly undertakes and agrees to the foregoing terms and conditions and agrees to save GAINES MARINA & SERVICES, Inc harmless with respect to damage or loss to or of the Vessel and/or its outfit, except as such damage and/or loss may be conclusively attributed to GAINES MARINA negligence, and this undertaking is provided to induce GAINES MARINA to enter this agreement.