

NOANK VILLAGE BOATYARD

38 Bayside Avenue; Noank, CT 06340

Phone:(860) 536-1770 Fax:(860) 536-2740

Customer No.: _____
Contract Received.: _____

E-Mail: info@noankvillageboatyard.com Website: www.noankvillageboatyard.com

2012 SUMMER DOCKAGE/MOORING AGREEMENT

OWNER +SPOUSE:				BOAT NAME:			
ADDRESS:				MAKE:			
CITY:		STATE:		ZIP:		SAIL/POWER	
HOME PHONE:		LOA:		BEAM:		DRAFT:	
WORK PHONE:		REGISTRATION #:			KEY NO:		
CELL PHONE:		COMBO or KEY:		KEY LOCATION:			
FAX:		Email:					

FLOATING SLIPS (With Finger Piers): (LOA X \$116.00)
(Minimum Dockage: \$4,400.00)
Includes dinghy storage in rack on land. 30 Amp One/Two (\$350.00 each)

UTILITY CHARGE: 50 Amp One/Two (\$450.00 each)

MOORING: (LOA X \$72.00)
Includes launch service and dinghy storage in rack on land.
Includes pendant installation, removal and storage of pendant*.
* Pendants are additional and will be billed to owner.

ACCESS ONLY: Flat Rate (\$1,300.00)
Includes launch service, storage of dinghy in rack on land and use of yard facilities.
(For private mooring owners only.)

STORAGE OF DINGHY ON DOCK: In the Water : (\$300.00)
On Rack on Dock : (\$200.00)
Maximum Length= 10'; For boats over 10' you must call the office for prior approval and rate.
*Note--Any dinghies found in the water or in rack on dock without NVB sticker will be subject to a \$300.00 fee.

LOCKERS: Motor/Gas Locker: (\$125.00)
Storage Locker: (\$100.00)

Discount(Applicable only when signed contract and 20% deposit received by 9/30/11)

SUBTOTAL

1.5% ENVIRONMENTAL FEE (Maximum Fee \$75)

TOTAL BEFORE SALES TAX

6.35% CT SALES TAX

TOTAL INCLUDING SALES TAX

INITIAL DEPOSIT (20% Required with Contract Prior to 09/30/11) *

2nd DEPOSIT DUE (30% To be Invoiced on 12/01/11)

FINAL 50% BALANCE DUE (To be Invoiced on 03/01/12)

YOUR ACCOUNT MUST BE PAID IN FULL PRIOR TO THE LAUNCHING OF YOUR VESSEL!!

***PLEASE NOTE:** Returning customers can lock in 2011 slip and mooring rates (by taking advantage of the above discount) until September 30, 2011. Simply return your signed contract along with a 20% deposit by that date. For contracts received after September 30, 2011, the above rates will be applicable, and slips and moorings will be assigned on a first come-first served basis.

(CONTINUED ON REVERSE)

SUMMER DOCKAGE/MOORING AGREEMENT TERMS

The word "Yard" is used herein to indicate any person authorized to represent the Noank Village Boatyard. The word "Customer" is used herein to indicate the owner (or any authorized representative) of any vessel docked, moored or otherwise stored at the Noank Village Boatyard.

The period of this Agreement for the assigned slip/mooring is from May 1, 2012 to October 31, 2012. Vessels remaining at Noank Village Boatyard after October 31st without a Winter Storage Contract will be charged the then current prevalent transient dockage and/or mooring rates per day until the vessel is removed. No slips or moorings will be reserved without a signed contract and payment in full prior to slip/mooring occupancy. Mooring and slip fees are non-refundable. **All customers are responsible for total slip and mooring charges in full regardless if vessel sells prior to or during the season.** The Yard reserves the right to reassign a slip/mooring if it feels the vessel or its draft is too large or too small for the assigned slip/mooring. Mooring and slip leases are non-transferable; customers may not give the use of their slip or mooring to others or transfer vessels between moorings or slips. If a Customer expects to have his vessel out of the mooring or slip for an extended period, the Yard **MUST** be notified. The Yard reserves the right to lease the mooring or slip during any such period. **Those slip customers using what is deemed excessive electrical usage (i.e. electric heaters or air conditioners) by the Yard may be subject to pay electrical fees in addition to that which is included in the slip rental fee.** The Owner agrees to cover his boat with adequate insurance. It is the Owner's responsibility to ensure that the Yard has, at all times, on hand in the office proof of such insurance on the vessel.

The Customer and his guests are expected to obey all Yard rules, which are required for the safety and consideration of all, when using this facility. The Customer and his guests must comply with parking requirements for the safety and convenience of everyone. Inconsiderate actions and improper parking will not be tolerated. The Customer will not discharge the head(s) while at the dock or mooring and will comply with federal regulations regarding sanitary systems. Pumpout facilities are available. Slip/mooring customers are allowed storage of (1) dinghy in on-land rack. Dinghies stored in the water or in rack on dock are to pay an additional \$300 and \$200 each respectively due to limited space and must indicate desired service on contract. **All dinghies must be clearly identified with Customer's last name. Dinghies stored in the water or in rack on dock MUST have NVB sticker with Customer's last name. Dinghies not clearly labeled with owner's name are not the responsibility of the Yard and will be removed from the Yard at the owner's expense. Please note that dinghies are not to be stored in the slips with your vessel at any time.**

Mooring pendants are not included in the rental of moorings or access. They will be installed by the Yard and billed to the Customer. They are the property and responsibility of the Customer and must comply with Yard requirements. Pennants must be checked by Customer periodically, and the Yard advised of any problems. Yard personnel will correct any known deficiencies on Customer's pennants, which affect vessel safety, and bill to the Customer. All vessels must be secured in assigned slips and on moorings in a manner acceptable to the Yard, or after notice to the Customer, the Yard may adequately secure a vessel at the Customer's expense.

Docking lines must be of proper size and strength so as to provide secure tie-up during storm conditions. **There should be an accessible supply of "emergency" dock lines on board.** In the event of a severe storm or hurricane, the Yard may attempt, if practicable and possible, to provide damage prevention services, the cost for which will be billed to the vessel serviced. However, the Customer is still responsible for taking all emergency measures possible, and the Yard assumes no responsibility for said protection and/or damages to the Customer's vessel. **The Yard will require slip customers to remove their vessel in the event of a storm or hurricane either by hauling vessel or by having owner move vessel to a safer location at the expense of the Customer.** It is strongly recommended that the Customer not remain aboard their vessels during hurricanes or severe storm conditions. **It is the Customer's responsibility to provide the Yard with the correct combination or key location. Failure to do so may result in the lock being cut at the Customer's expense. Vessels not to be docked or moored at Noank Village Boatyard must be picked up within 7 days of launch date.**

Dock boxes will only be allowed with Yard approval and must be purchased through the yard. Children must be supervised by an adult. Small children must wear a PFD while on the docks. Owners of pets are responsible for their pets and the activities of such pets. Dogs must be leashed while at the Yard. Hazardous, annoying, loud or offensive activities are prohibited.

Outside contractors may not undertake any work on vessels in the Yard without the prior approval of the Yard. The contractor must provide evidence of liability insurance equal to \$2,000,000 with the Yard reflected as an "additional insured". Adequate worker's compensation (or its federal equivalent) and/or disability coverage must be maintained by the contractor at all times. The Yard reserves the right to stop any contractor or "do-it-yourselfer" from work that is harmful to the environment or disruptive to other Customers.

The granting of storage space; launch service; mooring, slip or dock space; tie-up of dinghy dock; towing; hauling or moving, afloat or ashore; or any service whatsoever granted by the Yard shall be accepted with the expressed understanding, and the Customer hereby agrees, that neither the Yard or any of its employees or agents assume any responsibility whatsoever for the safety of any vessel at the Yard, either ashore or at the dock, slip, mooring or adjoining waters, except during launching and hauling operations, and none of them shall be liable to the Customer or any person claiming by, through, or under him for fire, theft or any damage whatsoever to any such vessels and its equipment, or any property or the person of the Customer, his family, employees, guests or invitees, however other vessels, docks, slips, property or persons. In addition, the Customer does hereby indemnify and hold harmless the Yard, its owner, employees and agents, from any and all injuries caused by the Customer, his family, employees, guests or invitees.

A 1.5% environmental fee is due with all summer contracts, with a \$75 maximum fee per contract. All invoices are due and payable upon receipt. Accounts past due will incur a service charge of 1 ½ percent per month (18 percent annually). A \$50.00 charge will apply for all checks returned for insufficient funds. Please note that sales tax is applicable to mooring, slip and yard fees, and is to be added to quoted prices. The customer hereby agrees to pay all costs of collection and reasonable attorney's fees incurred by the Yard in the collection of all charges contracted for by the customer. If legal proceedings are necessary in order to collect this debt, Connecticut law and jurisdiction will apply. The Yard reserves the right to haul the vessel if Customer's account is in arrears. The Yard reserves the right to cancel this agreement for violations of the above Regulations upon giving 10 days notice. In such case, a prorated refund will be made to the Customer and the vessel shall be promptly removed from the Yard. No terms or conditions herein may be changed or modified unless in writing and signed by all parties.

No mooring or slip will be reserved until the Yard receives this signed agreement and the appropriate deposit.

CREDIT INFORMATION: MASTERCARD VISA DISCOVER CHECK ENCLOSED

CARD NUMBER: _____ **Exp. Date:** ____/____ **3 Digit Security Code:** _____

Cardholder's Signature: _____

Credit Card Billing Address: _____

PLEASE AUTOMATICALLY CHARGE MY CREDIT CARD ON DECEMBER 1ST FOR 2ND INSTALLMENT AMOUNT OF: _____

PLEASE AUTOMATICALLY CHARGE MY CREDIT CARD ON MARCH 1ST FOR 3RD INSTALLMENT AMOUNT OF: _____

I HAVE READ THE FOREGOING AND ACCEPT ALL TERMS AND CONDITIONS.

Signature of Owner

Date