

Launch
week of _____
or
Self _____

POINT BAY MARINA

(ON LAKE CHAMPLAIN)
1401 THOMPSON'S POINT ROAD
CHARLOTTE, VERMONT 05445
PHONE: 802-425-2431/32
FAX: 802-425-2471

EMAIL: pbm@gmavt.net • www.pointbaymarina.com

OFFICE USE ONLY

Approved _____

Amount _____

BOAT DOCKING AND MOORING AGREEMENT

Please read and complete entire agreement, sign and date below and return to Point Bay Marina. Dockage / Mooring space will not be reserved unless agreement is returned with full payment **BEFORE MARCH 1st.**

All customers seeking dockage or mooring at POINT BAY MARINA will be considered whether storing at the marina or not. Dockage and mooring will be offered first, however, to customers paying a storage fee at POINT BAY MARINA. If space is still available after accommodating our storage customers, any remaining docks or moorings will be offered to non-storage customers as we hope to accommodate every boater interested in berthing at Point Bay Marina. Boats may be moved by Point Bay Marina as deemed necessary by Point Bay Management.

Dockage/mooring season is set annually weather permitting.

NOTE: LOA - overall length includes swim platforms, bow pulpit or rail, anchor handler, motor, etc.

Please round boat length up to even footage. **Example; 22'6" = 23' (Measured Length)**

This Agreement entered into as of the _____ day of _____, 20____ by and between POINT BAY MARINA of Charlotte, Vermont, hereinafter called POINT BAY, and

BOAT OWNER (S) _____ OVERALL LENGTH OF BOAT L.O.A. _____

STREET _____ MAX. BEAM _____ MAX. DRAFT _____

CITY _____ BOAT NAME _____

STATE _____ ZIP _____ TYPE OF BOAT _____ MANUFACTURER _____

PHONE (HOME) _____ (CELL) _____ BOAT KEY LOCATION OR LOCK COMBO _____

(BUSINESS) _____ REGISTRATION NO. _____

(EMAIL) _____ TRAILER REGISTRATION NO. _____

WITNESSETH: that POINT BAY shall furnish the services and facilities as checked on the following schedule. And the owner shall pay for same in full on or before March 1, subject to the terms and conditions of this contract. All charges are non-refundable, non-transferable. Boat length subject to Point Bay Marina verification.

\$..... SEASON DOCKAGE \$84 ft. LOA (Minimum Charge \$1500.00) Non Refundable After May 1st

\$..... DOCK POWER \$250/LINE 120v \$500/Line 250v.

\$..... RENTAL MOORING \$1250 if LOA is 32' or less. \$1400 if LOA over 32'

Customer assumes responsibility for mooring lines, chafing gear and their maintenance.

\$..... TRACTOR LAUNCH BOAT \$50.00 (Applies to boats on trailers capable of being launched or hauled using

Point Bay Marina's Tractor. Otherwise travel-lift will be used @ regular rate)

\$..... MAST STEP/UNSTEP \$8/ft if LOA is 32' or less; \$10/ft if LOA is over 32'.

Mast step/unstep does not include tuning, boom, sails, running rigging or external electrical wiring.

\$ **\$30.00** ENVIRONMENTAL SURCHARGE (Disposal of oil filters, waste oil and other incidentals)

\$..... TOTAL – PAYMENT BY CHECK IS PREFERRED

Any boat with a dockage or mooring contract at POINT BAY MARINA will NOT be rented or chartered from this marina without prior written approval by marina management.

I/we have read the conditions appearing on this page and I/we accept the conditions in full.

POINT BAY MARINA

DATE _____

OWNER _____ DATE _____

OWNER _____ DATE _____

(SIGN AND DATE ON FRONT AND BACK)

POINT BAY MARINA WILL NOT ACCEPT, OR ALLOW TO REMAIN AT THE MARINA, ANY BOAT THAT IS, IN THE MARINA'S OPINION, IN AN UNSAFE OR UNUSABLE CONDITION.

OWNER(S) shall provide adequate lines and fenders and maintain them in proper condition and arrangement. POINT BAY will maintain reasonable surveillance and may render docking assistance during regular business hours if requested, but will not be held responsible for the security and/or safekeeping of vessels docked or moored at its facilities. BOAT OWNER(S) are responsible for their moorings at all times.

Boats not adequately protected from weather may, for safety, reasons require additional lines and/or fenders. This may be done by POINT BAY MARINA and BOAT OWNER(S) may be charged for this service and equipment.

This agreement is not transferable by OWNER(S), nor will a refund be given for any reason. POINT BAY reserves the right to use such accommodations reserved by the Agreement during temporary vacancies of one or more nights. OWNER(S) shall give POINT BAY advance notice of commencement and duration of such vacancies. If owner repeatedly fails to notify Point Bay Marina of slip availability, Point Bay may charge owner for the maximum lost overnight dockage revenue for the length of that slip.

Shore power and extension cords are not to be left plugged in to yard power on unattended boats in yard. Shore power cords are not to be plugged into dock power unless the shore power cord is plugged into boats AC input and secured by the dock locking ring. Boat owners are responsible for supplying an approved shore power cord of proper length to provide enough slack for movement of boats and docks. Boat owners will be liable for damages to marinas shore power system due to inadequate owner equipment and misuse of marina shore power.

The OWNER(S) may employ outside help to do work on their boat while at POINT BAY in the event that POINT BAY is unable or unwilling to undertake the work, and they hereby agree to seek POINT BAY'S services before employing other help. When work is being done by the OWNER(S) or by the volunteer or employed outside help, such work must be conducted in a manner that will not hinder the work of others or create a hazard or cause damage that may result from their failure or the failure of their volunteer or employed workers (other than employees of POINT BAY) to observe the conditions of this agreement. Outside vendors must check in at Marina office whenever working on POINT BAY MARINA premises and provide certificate of insurance satisfactory to POINT BAY MARINA management and have specific permission to do such work by Point Bay Management. Outside contractors will be charged \$10.00 per hour at the time of their services.

OWNER(S) understands and agrees that POINT BAY makes no warranty with regard to ladders, platforms, walks, equipment, or gear on its premises or that which may be made available to the OWNER(S), members of their immediate family or guests, and OWNER(S) hereby jointly and severally releases and forever discharges POINT BAY and all of its agents, owners, employees, and affiliated corporations liable from any and all claims, damages, or causes of actions of whatsoever kind or nature resulting from any accident or other occurrence while the undersigned is or are upon the premises of POINT BAY. OWNER(S) and the undersigned further jointly and severally covenant and agree to indemnify and save harmless POINT BAY by reason of any claims, suits, or damages of the OWNER(S) or undersigned, their family, guests, or agents, or employees.

The OWNER(S) recognize that dockage areas, mooring areas, outdoor spaces and yards are not fenced or locked and that Point Bay does not provide security guard services. Point Bay will provide periodic observation of the boat exterior and line and fender tie-ups, but does not inspect decks, scuppers, cabins, hull structures, interiors for soundness, water leak, or other damages from any cause including weather, theft, and vandalism.

POINT BAY shall incur no liability of any kind whatsoever for any damage resulting from fire, it being understood that the OWNER(S) will carry such fire insurance for their protection. Nor shall POINT BAY be liable for any damage resulting from any strike, riots, or Act of God, which includes all the elements. All vessels shall be handled at the OWNER'S risk subject to reasonable care and handling. POINT BAY shall assume no liability for the condition of the Vessel.

POINT BAY shall incur no liability of any kind whatsoever for the loss of any articles or equipment on board or stored at POINT BAY or for any loss or damage resulting from fire, theft, vandalism or the elements, it being understood that the OWNER(S) will carry such insurance for their protection. POINT BAY MARINA shall incur no liability of any kind whatsoever for the damage of trailers left on POINT BAY property either during the summer months or while the boat is stored on the trailer.

OWNER(S) expressly undertakes and agrees to the forgoing terms and conditions and agrees to save POINT BAY harmless with respect to damage or loss to or of the Vessel and/or its outfit, except such damage or loss may be conclusively attributed to POINT BAY'S negligence, and this undertaking is provided to induce POINT BAY to enter this Agreement.

We require all Marina customers to comply with applicable State and Federal laws. No vessel will be allowed at the facility if it is not equipped with functioning, approved sanitation equipment. We reserve the right to inspect vessels at our facility for compliance.

We require all customers, wishing to utilize our pump out facility, to regularly use toilet chemical additive in holding tanks.

IF POINT BAY DOES NOT OFFER A WINTER STORAGE, SUMMER STORAGE, DOCKAGE, OR MOORING AGREEMENT, BOAT OWNER(S) MUST REMOVE BOAT FROM POINT BAY PROPERTY WITHIN 30 DAYS OF RECEIPT OF WRITTEN NOTICE FROM POINT BAY MARINA. ANY BOAT NOT REMOVED AFTER 30 DAY WRITTEN NOTICE WILL BE ASSESSED A 50.00 PER DAY FEE UNTIL REMOVED.

Marina regulations as established by POINT BAY are for the welfare and safety of all patrons and will be enforced without favor or prejudice. Failure of OWNER(S) and/or their guests to observe such regulations may be cause for cancellation of the agreement without refund at POINT BAY'S option. POINT BAY MARINA customers are responsible at all times for the conduct of their visitors and guests and they must abide by marina rules and regulations.

Boat owners to provide proof of insurance to include pollution coverage on their vessels and equipment. An automatic bilge pump is required on all vessels docked or moored at POINT BAY MARINA.

I/we have read the conditions appearing on this page and I/we accept the conditions in full.

_____	DATE _____	_____	DATE _____
POINT BAY MARINA		OWNER	
		_____	DATE _____
		OWNER	