

# CHARLES POINT MARINA

TELEPHONE: 914.736.6942

5 JOHN WALSH BOULEVARD

Remit to C P Marina, LLC

PEEKSKILL, NY 10566

Email: charlespointmarina@gmail.com

1. PARTIES TO AGREEMENT: The parties to this lease agreement are C P Marina, LLC. a New York Corporation, hereinafter referred to as Lessor, and \_\_\_\_\_ hereinafter referred to as Lessee or Tenant.

2. LESEE IDENTIFICATION:

Name \_\_\_\_\_

Home Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

Home Phone # \_\_\_\_\_ Mobile Phone # \_\_\_\_\_

Email Address \_\_\_\_\_

In Case of Emergency Notify \_\_\_\_\_ # \_\_\_\_\_

3. VESSEL IDENTIFICATION: Description of vessel which is to be placed in leased slip:

Vessel Name \_\_\_\_\_ Port of Call \_\_\_\_\_

Power \_\_\_\_\_ Sail \_\_\_\_\_ LOA \_\_\_\_\_ Beam \_\_\_\_\_ Draft \_\_\_\_\_ Jet Ski \_\_\_\_\_

Manufacturer \_\_\_\_\_ Model \_\_\_\_\_

State Registration # \_\_\_\_\_ or CG Documentation # \_\_\_\_\_

The Consideration paid by Lessee shall be \$ \_\_\_\_\_ Receipt of a \$ \_\_\_\_\_

Deposit is hereby acknowledged by Lessor. The balance shall be due from and payable by Lessee on or before \_\_\_\_\_

Lessor and Lessee agree as follows:

**A. PERMISSION TO MOOR VESSEL:** By terms of this lease, Lessee shall be allowed to moor the above described vessel at the CHARLES POINT MARINA, Peekskill, NY. Lessor shall retain the right to designate dock space. The lessor's business shall be a relevant factor in the assignment of dock space

**B. LEASE DURATION:** This lease commences on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and terminates on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ for the \_\_\_\_\_ boating season.

**C. LEASE IS NOT TRANSFERABLE:** The lease herein described is not transferable without the lessor's consent, either to another person or any vessel other than that specifically described above. Slip space assignments are done at the sole discretion of the Marina Management. Slip space assignments may not be the same from year to year.

**D. CANCELLATION BY LESSEE:** A Lessee who cancels his lease shall receive no refund.

**E. CANCELLATION BY LESSOR:** If lessee violates any of the terms and conditions contained in this agreement or those posted in the Marina office, Lessor shall have the option of terminating this Agreement upon ten (10) days written notice to the Lessee. Lessee must remove his/her boat from the Marina prior to the end of the ten (10) day period. Lessor shall make best effort to re-lease the slip, the re-lease proceeds, if any, shall be refunded to the Lessee.

**F. VESSEL IS INSURED:** Lessee warrants that the Lessee and the above described vessel is insured for liability. Lessee agrees that he will be held responsible for damage which Lessee, Lessee's agent or invitees on his vessel or in marina may cause, by any means, to other vessels, in the marina or to the Marina structures, equipment or facilities and hereby indemnifies and agrees to hold Lessor harmless from any loss or liability arising from any negligent acts or omissions of Lessee, its agents or invitees.

**G. VESSEL IS IN GOOD CONDITION:** This lease is contingent upon examination and approval by the Lessor of the above described vessel. Failure to maintain the vessel in good condition shall, after 15 days written notice, be cause for cancellation of the Lease

**H. LESSOR NOT BE LIABLE FOR FIRE, THEFT, ETC:** Lessor will not be liable for fire, theft or damage to Lessee's vessel, its equipment appurtenances, engines, dinghies, etc. however arising unless caused by Lessor's gross negligence. Lessor DOES NOT insure Lessee against fire, theft, damage or any other loss or casualty to lessee's vessel, it's equipment appurtenances, engine (including outboard engines), dinghies, etc. including trailers and cradles. Lessee shall look solely to Lessee's insurance carrier for any loss or damage to Lessee's vessel. Lessee hereby waves by way of subrogation or otherwise any claims for loss or damage to Lessee's vessel, arising from

any insurance casualty. Lessor shall have absolutely no liability for any damage to Lessee's vessel caused by any reason whatever, including but not limited to storms, floods or winter conditions. Lessee shall look solely to Lessee's insurance carrier for recovery or satisfaction of any claims for damage to Lessee's vessel. Lessee on Lessee's behalf and on behalf of Lessee's insurance carrier, hereby waives any claim for damage to lessee's vessel by way of subrogation or otherwise.

**I. EMERGENCY SALVAGE ATTEMPT:** In an emergency situation Lessor shall be permitted to move Lessee's unattended boat to another location if possible. Provided, however that Lessor shall not be required to provide this service. In the event such service is provided, Lessee will be billed at Lessor's prevailing rate for the service rendered posted in the Marina office and Lessee shall be required to pay all costs incurred by Lessor on Lessee's behalf. Lessee shall indemnify and hold Lessor safe and harmless from any and all liability, injury, loss or damage caused by or resulting to Lessee's boat due to an emergency situation.

**J. RENEWAL OF LEASE:** This lease does NOT automatically renew. This lease shall be renewable only by signing a new agreement and by payment in advance of the appropriate lease fee.

**K. RULE AND REGULATIONS:** The following Rules & Regulations of Charles Point Marina are made part of this lease. Failure by Lessee to observe these rules shall give Lessor the right to terminate the lease on ten (10) days' notice or to refuse to renew the lease.

**L. Not all slips have electrical service.** Lessor does not guarantee that electrical service, where provided, shall be continuous. Lessee shall not use electrical outlets to operate power tools, machinery, etc unless permission by Marina management. Each slip provided with electrical service will have a minimum of one 30 amp single phase electrical outlet for the Lessee's use at the slip. Excess power usage including live aboard (3 or more nights a week) and or running air-conditioners when un-occupied will be subject to an additional charge. Slips with meters installed will be charged for usage over and above dockage fees.

**M.** If Lessee fails to remove in a timely manner, his/her boat and equipment from the rented dock space at the termination of this Agreement, Lessor shall have the option of: 1); Charging Lessee daily rent on a prorated basis for the dock occupied, or (2); Taking possession of the boat and equipment and locking it to the dock space occupied: or 3); Moving the boat and equipment to another location: or 4) pursuing other remedy available under law.

**N. LIMITATION OF LIABILITY:** Lessor (and in case Lessor shall be a joint venture, partnership, tenancy-in-common, association or any other form of joint ownership), the membership of any such joint venture, partnership, tenancy-in – common, association or other form of joint ownership and lessor's agent shall have absolutely no personal liability with respect to any provision of this lease, or any obligation or liability arising there from or in connection therewith. Lessee shall look solely to the equity of the then owner of the slip or if the interest of the Lessor is a leasehold interest, Lessee shall look solely to such remedies of Lessee against Lessor. Such limitation of liability shall be absolute and without any exception whatever.

**O. FORCE MAJEURE:** Lessor shall be excused from performing any obligation hereunder, and shall have no liability for the failure to do so, if Lessor is delayed or prevented from doing so by reason of Acts of God, Labor difficulty, applicable legal requirements, fire or other catastrophe, accident or any other cause beyond Lessor's reasonable control.

## **C P MARINA, LLC. CHARLES POINT MARINA**

### **RULES AND REGULATIONS**

1. To be admitted to Charles Point Marina and to continue to be berthed at this marina a vessel must be registered, identified, marked, equipped and maintained as required by law. Shall at all times be capable of moving from its berth under its own power and shall at all times present a clean well-maintained appearance. The Lessor shall have the right to inspect the vessel to determine whether these requirements are observed.
2. Vessels shall be secured in their berths in a manner acceptable to the Lessor or the Lessor, after notice to the Lessee will properly secure the vessel for the Lessee and will charge the Lessee for labor and materials for this work.
3. Lessees shall provide the Lessor with keys or lock combinations for the main hatches and engine hatches of their vessels. Lessor will store said keys in locked cabinets accessible only to responsible marina personnel. Lessor will give the keys to persons other than Lessee or Marina personnel only upon specific prior authorization by the Lessee.

. The Marina will be managed by C P Marina, LLC who will operate the Marina and supervise Marina common areas. C P Marina, LLC., will be referred to as the Marina Manager and will act as the Lessor's agent.

5. Lessees are welcome to perform service work on their own vessels provided however:

- a) That the work is actually performed by the owner, member of the family or friends who are not working for pay. Please see item 6 below
- b) That absolutely no paints, thinners, solvents, oils or similar materials, or any sawdust, sanding residue, paint scrapings or the like be spilled, dumped or discharged at the Marina or into the waters of the Marina. Lessee should note that serious damage to other vessels has been caused by accidental spills and that the offending parties have been held completely responsible for the repair of these damages.
- c) That the repair or service shall not involve prolonged or high speed operation of vessel's engines.

6. NO OUTSIDE CONTRACTOR OR SERVICE ORGANIZATION OR INDIVIDUAL will be permitted to undertake any work on vessels in the Marina or Marina property without Lessor's agent's prior written approval:

- a) Lessor may grant such approval provided written authorization from the vessel's owner to enter the vessel and perform the indicated work in order;
- b) Contractor delivers evidence of liability insurance and workers compensation and
- c) Only if work cannot be performed by the Marina Manager.

**CONTRACTORS PERSONNEL VIOLATING THIS RULE WILL BE PROSECUTED AS TRESPASSERS**

7. No unleashed Pets will be permitted on the premises of the Marina.

8. The laws of the State and the Clean Water Act of the US Government specifically prohibits discharge or deposit of any rubbish, waste material or any refuse material of any kind or description into the waters of any river, stream, lake or tidal waters. The Marina supports these regulations and will provide every possible assistance to the enforcement agencies to assure compliance within the marina. Lessee, Lessee's family and guests are expected to cooperate by using the Marina's common area toilets and by placing all garbage and refuse in the receptacles provided by the Marina. Dumpsters adjacent to entry gate are available for Lessee's garbage and refuse related to the vessels use.

9. Dumping of portable toilets in the common area toilets is prohibited. Portable toilet waste must be discharged into the sanitary pumping system specifically designed for this purpose at the service dock which may be operated by the Marina for a posted fee.

10. Noise shall be kept to a minimum at all times and an 11:00 PM curfew shall be observed on all activities which may create noise offensive to others. Lessee shall use discretion in operating engines, generators, radios and TV sets. Boisterous parties are not welcome at any time.

11. Improperly secured sailboat halyards which bang against the spars shall be secured by the marina personnel and the lessee will be charged for this "service" at the rate of \$10.00 per offense

12. Lessee shall not place supplies, materials, accessories or debris on the walkways. Shall not construct thereon any lockers, chests, cabinets or similar structures without written authorization from the Marina. Water hoses and electric cords shall be removed when not in use or shall be neatly coiled and stowed. The Marina reserves the right to confiscate hoses and electrical cords which are not so stowed.

13. Lessees are expected to conduct themselves and to see that children, pets and guests for whom they are responsible and also conduct themselves so as to create no annoyance, hazard or nuisance to the Marina or to any other Lessees. In addition to the good housekeeping practices listed above, this rule specifically includes the following:

- A. Swimming, diving or fishing from the Marina Piers is not permitted
- B. No charcoal or open fires will be allowed on the Marina premises except the designated picnic areas.
- C. Use of open flame devices, toxic chemicals or any other hazardous equipment or supplies in the docking area is prohibited.
- D. Children and pets shall not be allowed to run on docks. This can be a dangerous activity and it is a nuisance to others.

14. On several occasions the Marina has received calls from relatives or Coast Guard for assistance in locating overdue vessels. Lessees leaving the Marina, Please notify the office of the expected duration of the absence.

15. Lessees shall use the docks and attached facilities for reasonable and typical boating activities. Lessor shall not permit Lessee to cause damage to the docking facility through excessive wear and tear, create any unnecessary disturbance or nuisance or store rubbish on the docking facility.

16. Parking and other common facilities::Provided Lessee shall not be in default or breach of this lease. Lessee shall have (1) non-exclusive license on a first come first serve basis to use those portions of the parking areas of the Marina designated for common use by Lessor from time to time for the sole purpose of parking Lessee's passenger automobile and (2) a non-exclusive license to use any other common facilities designated by Lessor from time to time for the uses designated by lessor. Lessee's use of common parking area and other facilities shall be subject to rules and regulations established by Lessor from time to time.

Lessor C P Marina, LLC. \_\_\_\_\_ Date

Lessee Boat Owner \_\_\_\_\_ Date