

YANKEE BOAT YARD & MARINA, INC.
54 Riverview St. P.O. Box 429 Portland, CT 06480
(860) 342-4735 Fax (860) 342-4132

www.yankeeboatyard.com

2012 SUMMER SPACE RENTAL AGREEMENT

May 15, 2012 to October 15, 2012

Customer Name: _____
Address: _____
Town: _____ State: _____ Zip: _____
Home Phone: _____ Cell: _____
Employer: _____ Work Phone: _____
Emergency Contact: _____ Phone: _____
Email Address: _____

Insurance Carrier: _____ Policy _____

Boat Name: _____ Registration No. _____
Make of Boat: _____ Make of Engines: _____
LOA: _____ Beam: _____ Draft: _____
Slip: _____ Mooring: _____ Dock Mooring: _____

(For Office Use Only)

2012 SPACE ASSIGNMENT

Dock _____ Slip No. _____
Ball Mooring _____
Dock Mooring _____
Year Launch Pass _____
Trailer Storage _____
Land Storage _____

(For Office Use Only)

SPACE RENTAL FEES

_____ \$ _____
Sales Tax: \$ _____
EWC: \$ _____
Total: \$ _____
Deposit: \$ _____
Balance Due: \$ _____

Rec'd by: _____ Date _____

Tenant agrees that all charges for space rental, repairs, gas, oil, hardware, accessories or any other services or materials accruing under the terms of this contract shall give Yankee Boat Yard & Marina, Inc. a valid lien upon tenants' boat and/or motor. Rent on space is due and payable in full in advance of occupancy. No boat shall be removed from the premises until all charges are fully paid. In a case of non-payment Yankee Boat Yard reserves the right to haul such vessel at the owners' expense. Tenant acknowledges that he has read rules & regulations on back of this contract.

Customer Signature: _____

Date: _____

Yankee Boat Yard & Marina Inc. is known as the LANDLORD
Customer is known as the TENANT.

1. LANDLORD reserves the right to assign dock space, but all efforts consistent with good business practices and the rights and desires of other Tenants will be exercised in an effort to assign dock space desired by the TENANT.
2. The LANDLORD reserves the right to refuse any application for summer space as deemed necessary.
3. It is agreed between parties that TENANT shall not assign, transfer or permit the use of assigned space to any other party without written consent of the LANDLORD. Slip deposits and payments are not refundable.
4. TENANT agrees that only reasonable and customary use will be made of the docks and facilities covered hereby, and that no unnecessary wear and tear, disturbance, nuisance, rubbish or garbage will be permitted on the dock or premises, and that the TENANT will keep dock and premises covered hereby free and clear of gear, tackle and all other obstructions, and further agrees **THAT NO** treated or untreated effluent or sewage from heads or holding tanks shall be deposited in the harbor or basin. Additionally, TENANT agrees not to deposit in the harbor, basin, or on land, any materials prohibited by the EPA and/or CT DEP. Any one discovered doing so shall be subject to implementation of regulation # 5.
5. Any infraction of the rules and regulations contained herein or as posted in the office by the LANDLORD shall, at the discretion of the LANDLORD, resulting in the cancellation of this lease agreement upon ten (10) days notice, and the TENANT shall, furthermore remove his boat from the harbor and premises.
6. If TENANT desires to dock a boat other than the one described within, said TENANT must first secure permission of the LANDLORD and pays any additional fees, as applicable.
7. The use of HARBOR or marina electrical outlets for the operation of power tools, battery chargers, welders, air conditioners, heating units, etc., are prohibited without prewritten consent of the LANDLORD.
8. The LANDLORD cannot and does not guarantee the continuity of electrical service where provided.
9. **The use of torches or open flame, inflammable or toxic removers, or any other hazardous equipment or materials is strictly prohibited.**
10. The LANDLORD will not be responsible for delays in hauling, launching, winter lay-up or commissioning, occasioned by inclement weather or any other circumstances beyond its control.
11. A TENANT may work on his own boat if such work does not interfere with the rights, privileges and safety of other persons or property. **No outside labor or independent contractors work is permitted unless prior written permission is secured. The LANDLORD will require satisfactory receipt and review of proof of insurance in an amount acceptable prior to the initiation of any work. Outside contractors, if approved, must sign in and out at the office daily. Work must be done between the hours of 8am and 5pm** in order to protect the health, safety, welfare and property of other Tenants. Failure to meet these requirements would require that TENANTS boat be removed from the premises of LANDLORD for repairs.
12. Rent on space is DUE AND PAYABLE IN FULL INADVANCE of occupancy. All other outstanding balances on customers' accounts **MUST** be paid in full before launching.
13. TENANT duly authorizes LANDLORD, its Agents or Employees to move and/or operate TENANTS boat during the making of repairs or for normal marina operations solely at TENANTS risk.
14. It is UNDERSTOOD AND AGREED that no boat is to be removed from its space unless and until all charges for space rental, service and/or materials have been paid in full.
15. TENANT AGREES THAT IN THE EVENT SUIT IS BROUGHT IN BEHALF OF THE LANDLORD AGAINST TENANT TO COLLECT ANY AMOUNTS DUE OR TO BECOME DUE HEREUNDER, OR TO ENFORCE ANY APPROPRIATE MARITIME OR OTHER LIENS, THE TENANT SHALL PAY THE LANDLORD'S REASONABLE ATTORNEY FEES FOR SUCH SUIT OR COLLECTION PLUS COSTS, AS PROVIDED BY LAW.
16. In the event TENANT fails to remove his boat and property from the space rented to TENANT at the termination of the space rental term the LANDLORD may at its sole option: (1) charge to TENANTS account rent daily on a pro rate basis for each day or portion thereof the space is occupied, and (2) haul the vessel at Tenants expense; Tenant would thereby be required to pay yard storage at posted rates.
17. Key or hatch combinations for boat access must be left with the yard office. It is helpful if ignition information is provided as well.
18. All slips must be paid in full by May 15th or slip will be considered forfeited and immediately available to other boaters