



MATT-A-MAR MARINA
2010 Summer Dockage Contract

SLIP # _____

Mailing address: Post Office Box 952 Cutchogue, New York 11935

2255 Wickham Avenue, Mattituck, NY 11952

Phone (631) 298-4739 Fax (631) 298-4803

www.mattamar.com

PLEASE FILL OUT COMPLETELY - INCOMPLETE CONTRACTS WILL NOT BE ACCEPTED BY MARINA

CUSTOMER NAME:
BOAT NAME & HAILING PORT:
ADDRESS:
CITY: STATE: ZIP:
E-MAIL:
HOME PHONE: CELL PHONE:
WORK PHONE: FAX PHONE:
CAR MAKE & COLOR:
LICENSE PLATE STATE & NUMBER:
BOAT MAKE/MODEL/YEAR:
<i>CIRCLE ONE</i> → POWERBOAT OR SAILBOAT
ELECTRIC REQUIREMENT <i>CIRCLE ONE</i> → 30AMP 30/30AMP 50AMP 50/50AMP
STATE REGISTRATION NAME:
STATE REGISTRATION ADDRESS:
STATE REGISTRATION NUMBER:
HULL IDENTIFICATION NUMBER:
COAST GUARD DOCUMENTATION NUMBER:
LENGTH OVERALL (LOA): BEAM: DRAFT:

2010 Labor Rates (subject to change)

MECHANIC LABOR RATE: \$100 per hour • FIBERGLASS RATE: \$100 per hour •
WOOD WORK RATE: \$100 per hour • MARINA YARD RATE: \$65per hour

Dockage Rates: Per Attached Schedule

Electric Rates:

(Marina has the right to determine power necessities of boats)

Single 30 amp:

Boats up to 25' - Season: \$200 Month: \$100
Boats over 25' - Season: \$400 Month: \$150

Twin 30 amp or Single 50 amp:

Season: \$650 Month: \$250

Air Conditioner for each unit:

Season: \$40 Month: \$25

All slip prices subject to a one (1%) percent environmental compliance charge



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Terms and Conditions of Contract

1. We assume no liability for vandalism, theft, collision, fire, high or low water, wind, ice, rain or acts of God, or damage of any kind except when directly attributed to our own negligence, and in that event only to the extent of the retail used boat value of the boat on the date of loss. In case of damage, the boat owner must demand repairs before the boat is removed from the premises, and on demand MAMM is entitled to make or order repairs of the boat if it so chooses. In no event shall liability extend to payment for loss of use of a boat, or for loss of any articles left in the boat.
2. It is agreed that this contract is non assignable. Sub-leasing or loaning the dock space is prohibited. Dock space is only for boat described herein with no refunds if unused. Commercial use of Marina facilities is prohibited.
3. MAMM has the right to rent dock space during any absence. It is advised that Owner contact the dock master and file a float plan with departure and arrival dates. In the event of an early return, MAMM will provide suitable dock space for that night.
4. Owner/boat operator is responsible for keeping the immediate area around boat in clean condition, and must use every precaution to prevent fire or accidents. Transfer of fuel at dock slips is prohibited. Trash and recyclables MUST be sorted and deposited in designated area.
5. MAMM is not responsible for any property left on boat.
6. Dock boxes are not allowed on docks. BBQ's are not permitted on boats or docks. Please consult marina personnel for directions to proper BBQ areas.
7. Bicycles, mopeds, scooters, etc. are not to be kept on the docks; they must be kept on the boat or locked in the bike rack at the marina.
8. Overboard discharge of fuel, oil, waste or garbage is prohibited. Any boat found discharging fuel/oil will be hauled and Owner will be notified and billed accordingly.
9. Owner must leave a set of keys with the marina which will be maintained in a locked key box in the marina office.
10. Owner shall be responsible for damage, which they or their guests cause to other boats or any structure within the Marina limits.
11. No outside labor will be allowed unless authorized by management. Service by specialists must be arranged and billed through the Marina office.
12. All work below the water line must be performed by MAMM. The Marina reserves the right to refuse to launch the boat if customer has performed any work below the water line. All bottom work supplied through MAMM is in accordance with United States Environmental Protection Agency and New York State Department of Environmental Conservation regulations and standards.
13. Boats not properly secured will be re-secured without any liability to MAMM. Owner will be charged for equipment and time. This may apply during inclement weather.
14. Summer dockage period is from April 15 through October 15. Boats not winter storing at MAMM will be charged daily dockage fee and/or hauled and winterized at Owner's expense if left in the water after October 30 unless previous arrangements are made with office. Electric will be turned off on October 16. Customers are advised to remove perishables prior to this date.
15. Children under the age of 18 are not permitted to sleep aboard without adult or guardian present. Living aboard any boat is prohibited from October 15 through April 15.
16. It is recommended that shoes be worn at all times when walking on the marina property.
17. All loose animals must be leashed. Please clean up after your pet.
18. Please respect your neighbor and fellow patrons. Violations of the terms of this contract, disorderly or inappropriate conduct, will result in the cancellation of this contract and forfeiture of all fees paid and expulsion of the boat from the Marina.
19. Each slip will be issued two (2) pool passes which are valid for the current season only. These pool passes must be shown to the lifeguard on duty for pool entry. Summer Dockage customers may purchase additional pool passes at a discounted seasonal rate upon the signing of this contract. The rate is \$100.00 for two (2) additional pool passes which are valid for the current season only. Additional Guest Passes may be purchased in the Ship Store for \$7.00 per person, per day.
20. All hauling and launching dates are approximate and done at the Marina's discretion.



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- 21. All boats offered for sale shall be listed with MAMM boat brokerage. See office for details.
- 22. All Summer Dockage Customers will be issued a parking pass which must be displayed on the dash board of any vehicle parked at the marina. Customers must observe parking signs throughout the marina. **Any vehicle parked in a no parking area will be towed at Owner's expense.** If a vehicle is left for an extended period of time, be sure to leave the keys in the office.
- 23. **ACCOUNTS THIRTY (30) DAYS PAST DUE** will be charged a minimum of 2% per month or the maximum amount allowable by law. **Returned checks will be charged a \$50.00 returned check fee.** MAMM is authorized to haul and store, at Owner's expense, any boat with a delinquent account, 30 days or more past due, and rent said dock space. In the event that MAMM turns a past due account over to an attorney for collection, the Owner shall be liable for payment of MAMM's attorney's fees together with all costs and expenses incurred.
- 24. Water faucets located at the dock are only for boat washing and should NOT be used for drinking or washing of hands or other parts of the body.
- 25. MAMM is not responsible for power outages.
- 26. This contract shall be deemed to have been made in the County of Suffolk and shall be construed in accordance with the laws of the State of New York. All actions or proceedings relating to this contract, directly or indirectly, shall be litigated only in courts located within the County of Suffolk in the State of New York.

I understand that swimming and boating activities can be hazardous activities. The undersigned hereby releases, waives, discharges, and covenants not to sue the owners, operators or members of Matt-A-Mar Marina Limited Liability Company or the owners and lessees of premises all for the purposes herein referred to as "releasees," from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of or related to boating and/or swimming activities, whether caused by the negligence [excepting the willful or gross negligence] of the releasees or otherwise.

I hereby agree to indemnify and save and hold harmless the releasees and each of them from any loss, liability, damage, or cost they may incur arising out of or related to boating or swimming activities whether caused by the negligence [excepting the willful or gross negligence] of the releasees or otherwise.

I hereby assume full responsibility for any risk of bodily injury, death or property damage arising out of or related to the event(s) whether caused by the negligence of releasees or otherwise. I affix my signature hereto and I accept the terms and conditions as provided in this four (4) page summer dockage contract for the 2010 season. It is specifically understood and agreed that this contract is offered to the boat owner for signature subject to the marina management's acceptance and approval and that the Boat Owner has hereunto affixed its signature with the understanding that the said contract shall not in any way bind Marina Management or its agent until such time as the contract has been approved and executed by Management.

I HAVE READ, ACKNOWLEDGED AND I AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS FOUR (4) PAGE CONTRACT.

THIS CONTRACT CANNOT BE CHANGED IN ANY WAY EXCEPT IN WRITING SIGNED BY THE PARTIES.

Signature of Boat Owner _____ Date _____

Print Name _____



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Summer Dockage Payment Schedule:
50% due upon signing of contract
Balance due by April 15, 2010

SLIP CHARGE

1% ENVIRON. CHARGE (on slip price only)

ELECTRIC CHARGE

AIR CONDITIONERS

MISC.

TOTAL

50% Deposit \$ _____

Date _____

Payment Method _____

Check # _____

Credit Card Type: _____

Credit Card # _____

Expiration _____

Authorized Signature _____

Complete Credit Card Billing Address: _____

Balance \$ _____

Date _____

Payment Method _____

Check # _____

Credit Card Type: _____

Credit Card # _____

Expiration _____

Authorized Signature _____

Complete Credit Card Billing Address: _____

Pool Pass #'s _____
X _____ received by

Parking Pass# _____
X _____ received by

For Marina Use Only

Contract Received by: _____ (signature/date)

Contract Approved & Executed by: _____ (signature/date)

Distribution: BK [] CF [] WSF [] SCAN []