

2010 High & Dry Contract

Matt-A-Mar Marina is located at the end of Mattituck Inlet
2255 Wickham Avenue, Mattituck, NY 11952

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

(631) 298-4739

Fax (631) 298-4803

NAME						BOAT NAME									
ADDRESS															
CITY				STATE			ZIP CODE			E-MAIL					
HOME #				WK #				FAX#							
BOAT MAKE/MODEL/YEAR															
NY REG. #				HEIGHT			LENGTH			BEAM			DRAFT		
<u>CAR MAKE/COLOR/LICENSE PLATE STATE&NUMBER</u>															
INSURANCE CERTIFICATE REC'D												SLIP NUMBER			

Hi & Dry Storage Season:

April 15 – October 15

Easy unlimited launching 7 days a week between 8:30 am and 4:00 pm with 1 hour notice. Any launching prior to 9 am must be called in the day before by 3:30 pm.

OVERALL HEIGHT INCLUDES: RADAR ARCH, ANTENNA, AND FISHING RODS

	<u>Beam →</u>	<u>8'</u>	<u>9'</u>	<u>10'</u>	<u>11'</u>	<u>12' +</u>
<u>Length</u>	17' – 20'	\$1100	\$1200	\$1300	\$1400	\$1500
<u>Length</u>	21' – 23'	\$1200	\$1400	\$1500	\$1600	\$1700
<u>Length</u>	24' – 27'	\$1300	\$1500	\$1600	\$1700	\$1800
<u>Length</u>	28' – 30'	\$1400	\$1600	\$1700	\$1800	\$1900

Monthly Rate

For the monthly rate, 60 % of the above rate

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

Payment Schedule: March 15, 2010 – 100% of slip rental and signed contract NON-REFUNDABLE

Terms and Conditions of Contract

1. Marina must have a permanent set of boat keys for the duration of the contract. These keys will be stored in secure key box in the marina office.
2. 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.
3. It is agreed that this contract is non assignable. Sub-leasing or loaning the space is prohibited. Space is only for boat described herein with no refunds if unused. Commercial use of Marina facilities is prohibited. Marina shall designate the area and space of storage assigned to the boat. This space may be changed at the option of the Marina. No boat booking Hi-Dry is permitted to stay in the water overnight.
4. Transfer of fuel or any flammable material in the storage area is prohibited. Trash and recyclables MUST be sorted and deposited in designated area.
5. 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.
6. Owner shall be responsible for damage, which they or their guests cause to other boats or any structure within the Marina limits.
7. No outside labor will be allowed unless authorized by management. Service by specialists must be arranged and billed through the Marina office. No work will be allowed inside the storage building.
8. 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.

9. Summer Hi-Dry period is from April 15 through October 15. Boats not winter storing at MAMM will be charged daily dockage fee or hauled at Owner's expense if left in storage after October 15. Unless previous arrangements are made with office, electric will be shut down on October 16. Customers are advised to remove perishables prior to this date.
10. The marina is pet friendly. All animals must be leashed. Please clean up after your pet.
11. 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.
12. Each slip will be issued two (2) pool passes. These pool passes must be shown to the lifeguard on duty for pool entry. Additional passes are available at the ship store for a charge of \$6.00 per day. Please see a ship store employee for information regarding seasonal memberships.
13. All boats offered for sale shall be listed with MAMM boat brokerage. See office for details. No for sale signs are allowed on boats.
14. All Hi-Dry 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 a copy of key in the office.
15. 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. In addition, an attorney's fee of 25% will be charged on accounts referred to an attorney for collection. MAMM reserves the right to turn Past Due Accounts over to an attorney at any time. MAMM is authorized to haul and store any boat with a delinquent account at Owner's expense and rent said hi & dry space.
16. It is agreed and boat owner understands that Matt-A-Mar Marina will not be responsible or liable for any damage to the boat, it's gear or any equipment due to theft or otherwise, and does not carry insurance to cover loss or damage. Boats stored in our Hi-Dry are stored at the customer's own risk
17. Matt-A-Mar Marina will not be responsible if boat can not be launched due to weather, lack of service, act of god or any other condition which the Marina can not control.
18. 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.
19. It is recommended that shoes be worn at all times when walking on the marina property.
20. 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.
21. MAMM is not responsible for any property left on boat.

WAIVER

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 contact 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 contact shall not in any way bind Marina Management or its agent until such time as the contact has been approved and executed by Management.

I HAVE READ, ACKNOWLEDGED AND I AGREE TO THE TERMS, CONDITIONS AND WAIVER CONTAINED IN THIS 3 PAGE CONTRACT.

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

Signature of Boat Owner:	Date:
Print Name:	

Hi and Dry Payment Schedule:

March 15, 2010 – 100% of slip rental and signed contract NON-REFUNDABLE

SLIP CHARGE _____
VALET PACKAGE _____
1% ENVIROMENTAL CHARGE _____
8.625% SALES TAX _____
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