

WESTIN'S MARINE CENTER LLC

PO BOX 54 • 69 RIVER ROAD
SAYVILLE, NY 11782
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2022 SEASONAL BERTH CONTRACT

April 1, 2022 to November 15, 2022

As a valued customer, we first wish to thank you for your business and hope that you will be continuing your relationship with us during the 2022 Boating Season. If you would like a berth, please sign this contract and send it back to us by **March 1, 2022** with your payment. Below you will find our berth rates and payment plans.

OWNER & VESSEL INFORMATION

Name: _____
Street: _____
City: _____ State: _____ Zip Code: _____
Home Phone: _____ Cell Phone: _____
Business Phone: _____ Email: _____
Vessel Name: _____ Vessel Mfg: _____
Length Overall*: _____ Beam: _____
Registration #: _____ Engine Mfg: _____
Type: Sail Power Horsepower: _____

* Length Overall (LOA) must include the swim platform, bow pulpit and the anchor

DOCKAGE RATES	Payment Option 1	Payment Option 2
Standard Slip Rate\$ 125 per ft. • This rate includes free winter storage River Front (slips 40 thru 48).... \$ 175 per ft. • This rate includes winter dockage - electric usage will be an additional charge -	Pay the entire amount by March 1, 2022 and deduct 5% from the total.	Make three equal payments due the first of each month - March, April and May.
There is a 4% cash adjustment discount built into these prices. Any purchase made with a credit/debit card will receive a non cash adjustment and will be displayed on your receipt.		

PAYMENT INFORMATION

Payment Option: _____ Berth Number: _____ Payment Enclosed: _____

For your convenience we accept the three major credit cards. --- Please Select Card: Discover MasterCard Visa

Card Holder's Name: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Credit Card #: _____ Expiration: _____ CVV: _____

Card Holder's Signature: _____ Date: _____

Insurance Declaration Form must be submitted with this application or application will not be processed.

LICENSEE'S P&I LIABILITY INSURANCE

Insurance Company: _____ Policy Expiration Date: _____

Policy Number: _____ Insurance Agent: _____

Coverage Amount: _____ Agency's Phone: _____

I, the undersigned Tenant, certify that the printed matter on both front and back of this agreement has been read and the terms and conditions set forth herein are fully understood. Furthermore, I have examined the space in which the subject boat is to be placed and find it suitable and acceptable.

Signature: _____ Date: _____

MARINA USE ONLY

Date Received: _____

Check # _____

Cash \$ _____

Credit Card

TERMS AND CONDITIONS

1. The word "Marina" is used here to indicate any person authorized to represent Westin's Marine Center, LLC. The word "Lessee" is used here to indicate the owner (or his/her authorized representative) of any boat located in the Marina.
2. All rentals shall be strictly in accordance with published rate schedules and must be paid in advance to cover a full season. Slip rentals may not be cancelled and are non-transferable.
3. Sub-leasing of slips is not allowed. When a Lessee expects to have his boat out of his slip overnight or longer, he shall so notify the Marina in advance as to his estimated time of return to insure his slip will be vacant upon his return. We reserve the right to rent all slips when vacant.
4. When a boat enters the property of the Marina for the purpose of winter lay-up, slip rental, sale or any other purpose, it immediately becomes subject to the jurisdiction of the Marina and shall be located only where ordered and moved and maneuvered as directed. The Marina shall have the right to move the boat from one location to another from time to time at its discretion.
5. The Lessee warrants that he/she owns the boat and that it is fully covered by complete marina insurance coverage including liability and environmental spill. Lessee shall be responsible for damage that he or his boat or equipment may cause to other boats in the Marina or to the structures or facilities thereof.
6. The Lessee, for himself, his family and guests assumes all liability for and agrees to save the Marina harmless for any and all liability for injury to himself, his family and guests that may be suffered while on board Lessee's boat or while passenger on any work boat owned or operated by the Marina or while upon the premises of the Marina. Fees charged for services by the Marina shall neither expressly nor impliedly be construed to include any fee for passage on boats owned or operated by the Marina nor shall the Lessee be construed to be entitled to such passage at any time.
7. It is mutually agreed that the Marina shall not be held liable in any manner for the safekeeping or condition of the Lessee's boat and is not responsible, therefore, as a warehouseman, but that the relationship between the parties is simply that of Lessor and Lessee. It is also understood and agreed that the Marina will not be responsible or liable for any damage or loss to or of the said boat, its tackle, gear, equipment, or property, either upon the said boat or upon the premises of the Marina or adjacent thereto.
8. All reasonable care will be taken by the Marina of the Lessee's property. However, the Marina assumes no responsibility for the safety of any vessel in the Marina, while afloat or otherwise, or before, during or after the boat is hauled, or while it is awaiting haulage, being transported or is on land, and the Marina shall not be liable for fire, flood, abnormal high or low tides, theft, explosion, or water, snow or ice, freezing, wind, vandalism, leakage, sinking, acts of God, or other damage to said vessel, its equipment, or any property in or on said vessel. Lessee shall save the Marina harmless from any such loss or damage, and the Marina shall be under no obligation to insure the Lessee's boat, equipment or other property against any such loss or damage. Moreover, in the event of sinking, the Lessee shall act promptly to remove his vessel from the Marina.
9. The Marina does not employ guards or watchmen upon its premises, nor is it under any duty or obligation to do so or to keep Lessee's boat under surveillance at any time, and the failure to maintain such guard or watchmen shall not be deemed to create any obligation on the part of the Marina for the care or safety of Lessee's vessel or the equipment thereon.
10. No independent or outside mechanics, contractors, brokers, or service organizations will be allowed to perform any work or to enter upon the docks, yard or buildings of the Marina for any commercial purpose who have not first obtained written permission from the Marina. Lessee and/or his immediate family may work on their boat at their sole risk.
11. Lessee doing his own work is solely responsible for checking and caring for boat when launched.
12. A boat will not be launched until the Lessee has on board, available for use, adequate dock lines, fenders and an operable bilge pump.
13. The Lessee shall supply his own dock and mooring lines and hardware, and at all times secure his boat in a seamanlike manner.
14. The Lessee agrees to use no open flames in or about the premises and to take no action, perform no work, which would increase the risk of fire, electrical or mechanical, or other hazard, or omit any precaution which should be taken in this connection. Use of ungrounded, faulty or inadequate electrical equipment, appliances, wiring or extension cords is strictly prohibited.
15. Lessee shall provide the Marina with a set of main door or hatch keys, and ignition keys and the boat may be entered by the Marina at any time for periodic inspection or for emergency service.
16. In the event that towing services are provided by the Marina for a fee, the liability of the Marina is limited to the depreciated value of the towed craft and then only if the Marina is directly and solely negligent. In the event that towing services are provided without charge, the Lessee shall assume full responsibility and hold the Marina harmless from any and all liability for loss, damage or personal injury from whatever cause.
17. The Lessee (and guests for whom he is responsible) agrees to conduct himself at all times when on the property of the Marina, or on any boat moored therein, so as to create no annoyance, hazard or nuisance to the Marina or to the other Lessees. This involves observance of good housekeeping and sanitation practices and the use of approved garbage receptacles and sanitation equipment.
18. Young children and animals shall be accompanied by adults at all times.
19. Wherever practical, the Lessee agrees to purchase his marine supplies and equipment from the Marina. All orders for work, material, items to be installed must be placed through the Marina who, if unable to perform the required work, will contact the contractor of the Lessee's choice and will set all schedules for such work, and the Marina will bill Lessee for all such authorized services.
20. In the event the Lessee fails to have his boat in all respects ready for launching on the approximate date specified and the Marina is required thereby to move the boat for any reason, Lessee shall pay a reasonable charge for such extra handling.
21. "FOR SALE" or similar signs shall not be placed on boats or other equipment within the Marina by Lessee, and the Marina reserves the right to remove any sign placed therein by others without its prior written permission. All boats for sale must be listed with the Marina, and the Lessee agrees not to sell or offer the boat for sale at a price lower than that established for the Marina. Sale will be subject to a standard commission.
22. If boat is left for winter lay-up (on land), it must be removed by Lessee on or before May 1. Summer charges on a per diem basis (on land) shall commence on May 1 if the boat has not been removed.
23. Failure to make payment of all charges in accordance with this agreement shall create a lien upon the Lessee's property in the amount of such default pursuant to the Lien Law of the State of New York. In the event of default, by the Lessee or other dispute, the Lessee agrees to waive trial by jury and agrees to reimburse the Marina in full, for any attorney's fees and/or other legal expenses incurred by reason of a breach of any of the provisions of the agreement.
24. The Marina does not guarantee continuity of electric power. Lessees desiring use of electric power at other than occasional times when they are aboard their vessel shall do so only with the express permission of the Marina and pay a fee therefore to be determined by the Marina.
25. Boats arriving for winter lay-up must allow for at least a 2-week delay in winterizing. Winterizing is not guaranteed on any boat arriving less than two weeks before freezing conditions.
26. Boats accepted for "wet" winter lay-up must be decommissioned and put into dead boat condition. Power plug-ins other than emergency are strictly forbidden during wet winter lay-up.
27. The Marina will not be responsible for delays in hauling, launching or winter lay-up occasioned by weather or other incidents beyond its control.
28. If during the Lessee's occupancy of a slip the dock is damaged or defaced by Lessee in any way, proper repairs or necessary refurbishment will be made and the Lessee will be charged appropriately. If after a boat is launched from dry lay-up it becomes necessary to clean up the area as a result of Lessee's bad housekeeping practices, the Lessee will be charged appropriately.
29. No boat should be left on the gas dock. However, any boat that is and moved back to their slip will be charged the marina service rate.
30. All fueling of boats shall take place at fuel dock exclusively with no exceptions.

SPECIAL TERMS AND CONDITIONS

1. Boat must be launched by **May 1** to avoid extra charge of \$25 per day.
2. The owner understands that in order to maintain seniority for berth contract renewal he/she must winter store his/her boat with Westin's Marine Center LLC. The Yard assumes no responsibility for loss, damage, or accident; yet to the best of its ability, the Yard will try to prevent such occurrences and expects the Owners to do the same.
3. Parking for one (1) car will be provided and is not nontransferable. Any additional cars must go to the office for payment. Please use your assigned space only.
4. Until agreement and payment are received, no slip can be reserved
5. Loading and unloading from the gas dock is prohibited.