

BOARDWALK MARINA, LLC.
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MARINA SLIP LEASE 2015

Marina/Lessor: Boardwalk Marina, LLC. 2015 Season Slip # _____

ALL INFORMATION TO BE PROVIDED BY LESSEE MUST BE COMPLETED PRIOR TO USE OF THE SLIP BY LESSEE

NAME: _____

STREET: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

EMERGENCY CONTACT: _____ TELEPHONE: _____

VESSEL NAME: _____ MAKE: _____

YEAR/MODEL: _____ LENGTH _____

VESSEL INSURANCE: INSURANCE CERTIFICATE MUST BE PROVIDED TO MARINA.
PUMPING OF HOLDING TANKS AND DRAIN PLUGS ARE THE RESPONSIBILITY OF THE OWNER

RATES/SUMMER; Normal: \$90/ft Inside, Inside T: \$100/ft T-Heads: \$115/ft

Summer commencing April 15, 2015 to October 15, 2015

Lessee shall deliver to lessor a fully signed and completed contract before assignment

RENT: Lessee shall pay to lessor, without notice or demand such rent.

Such rent and use tax shall be due and payable as follows: **Summer rent payment due on or before January 1, 2015**
IN ORDER TO BE GUARANTEED A SLIP-NO EXCEPTIONS. The balance of summer is due
April 1, 2015.

Overdue finance charge of 1% per month, or 12% per year on any balance remaining unpaid from initial contract commencement date. I further agree, in event any balance is past due and is placed in the hands of any attorney or collection agency for collection, then if permitted by law, I/We agree to pay all costs and expenses of such action, together with reasonable attorneys and legal fees. Minimum slip lease is \$2250.00 for the season.

RENT AND USE TAX SHALL BE DUE WITHOUT NOTICE FOR BILLING

Slip Fee: \$ _____
Electric: \$ _____
Sub-Total: \$ _____
Sales Tax: \$ _____
TOTAL: \$ _____

VESSELS REQUIRING **50 AMP SERVICE** ARE CHARGED \$500.00 PER CORD: **30 AMP SERVICE** ARE CHARGED \$250.00 PER CORD UP TO 30 FT; **31 FT AND OVER USING 30 AMP SERVICE ARE CHARGED \$275.00 PER CORD** Notwithstanding anything to the contrary in the lease, and without prejudice to any other remedies Lessor may have against Lessee for any default hereunder, Lessor may terminate this Lease without notice to Lessee in the event Lessee fails to make timely payments on any of the rent and use tax hereunder. In such case (a) any payments of rent and use tax previously made shall be forfeited and any rent so forfeited shall automatically become the property of Lessor, (b) Lessor shall have the right to lease the slip to other lessees with no duty of mitigation to lessee, and (c) should Lessee and lessor mutually agree to reinstate the Lease, Lessor shall have the right to increase the amount of rent payable hereunder and to substitute another slip in the Marina for the slip.

Lessor: Tuna's Boardwalk Marina, LLC

The Lessee has read and agreed to the terms on the back of this contract.

Initials

BY: _____

Lessee: _____

Date: _____

Date: _____



**** Two key Fobs will be provided per a \$15.00 per fob deposit.**

1. The word "operator" is used here to indicate any person authorized to represent the actual owner of the marina. The word "tenant" is used to indicate the owner of the vessel legally within the marina or any person who is otherwise using the facilities
2. When a vessel enters the marina, it immediately comes under the jurisdiction of the operator and shall accept the berth assigned to it.
3. Only pleasure vessels will be admitted, except by permission of the operator.
4. All facilities are offered with the understanding the operator assumes no liability and that the tenant will carry liability insurance in the sum of \$300,000 and hull insurance covering the fair market value of the vessel.
5. No advertising or soliciting will be permitted on any vessel within the marina, including but not limited to "for sale" signs.
6. Berths are rented for use in accordance with prevailing custom, and subject to such control or regulation as the operator may deem necessary. All privileges may be cancelled at any time by the operator without cause in which case the tenant agrees that the tenant's sole claim against the operator shall be for a proportionate adjustment of rent based upon period of occupancy.
7. This assignment is non-transferable. If a tenant sells or charters their vessel all rights to berth are forfeited, including rental paid thereon.
8. All vessels shall be tied in berths or on moorings in a manner acceptable to the operator or shall be removed from the marina; or the operator may adequately tie up the vessel and assess a service fee.
9. Vessels shall at all times be maintained in a seaworthy condition and shall not constitute a hazard or they shall be removed from the marina at the expense of the tenant.
10. The operator may inspect all vessels in the marina at specified intervals to determine their adherence to local and federal safety requirements.
11. Tenders and skiffs may be stored on board vessels in such a manner that shall not interfere with other tenants and securely attached to said vessel or stored on land as directed by the operator. They shall be clearly marked or named and such identification recorded with the operator.
12. No vessels within the marina shall be operated in excess of the established speed limit.
13. Swimming, diving or fishing is prohibited within the marina.
14. Vessel owners shall not store supplies, equipment, materials, accessories, or debris upon any dock, ramp, float, or equipment and shall not construct thereon any lockers, chests, cabinets, steps, ramps or similar structures except with permission of the operator.
15. Cooking on the docks or outside your vessel while docked of any kind is prohibited. Storage of any kind under docks is strictly prohibited.
16. No refuse shall be thrown overboard. Garbage shall be deposited in cans and/or containers supplied for the purpose and other debris shall be piled where specified by the operator.
17. Noise shall be held to a minimum at all times. Tenants shall use discretion in operating motors, generators, or bilge pumps so as not to create a nuisance. Radios, stereos, etc. or motors with ineffective mufflers shall be operated only during such hours as are prescribed by the operator.
18. Disorder, depredation, or indecorous conduct by a tenant or their visitors that might injure a person, cause damages to property or harm the reputation of the marina shall be cause for immediate removal from the marina of the vessel in question.
19. Tenant will not engage outside contractors or service persons to work on their vessel while berthed in the marina without permission of operator. Operator reserves the right to perform all services on vessels berthed in marina other than worked performed by tenant personally or tenant's full time employee. No repairs may be made to vessels while berthed at a slip, except by permission of the operator.
20. Slip rentals, storage rates, and electric shall be strictly in accordance with published schedules. All rentals for space shall be paid in advance. **No refunds will be made.** No subleasing of slips or transfer of vessels between slips will be allowed except upon prior permission of the operator.
21. The operator reserves the customary right to use or rent any vacant berth in the absence of the regular tenant, and season rental rates are quoted with this privilege in mind. Please inform Dock master of overnight trips.
22. The operator is not responsible for any losses on or damages to vessels in the marina. Each owner will be held responsible for damage which he may cause to other vessels in the marina or for damage to any structure. Any vessel which may sink in the marina shall be removed by the tenant.
23. Tenant agrees to limit the parking of cars belonging to themselves or guests to two cars in the marina parking lot and further agree to park cars where designated by the operator.
24. All tenants must furnish their own mooring lines, and fenders of sufficient strength and size to assure the safety of their vessel and to avoid damage to adjoining vessels. Lines shall be renewed each season. The operator may at his discretion replace and charge tenant for any weak lines.
25. Tenant agrees that the operator may remove from the marina either by hauling or towing any vessel which has not had its berth fees paid.
26. All vessels must be removed from the marina by November 1. If no arrangements have been made for winter storage or moving of vessel, additional charges will be made for a berth and relocating if necessary.
27. When the balance of any account remains unpaid beyond 30 days, the owner agrees that all work may be halted and will not resume until account is paid in full. A service fee of 1.5% per month will be added to balances 30 days past due.
28. It is agreed by tenant that the operator is not liable for theft, vandalism and/or loss to any vessel, property or equipment situated in the marina or its confines.
29. Pets must be leashed when off the vessel in the marina. Tenant is responsible for their dog and their actions if such complaints occur, after three warnings, tenant will no longer be able to bring animals to the marina.
30. All dock carts must be brought back to gated area. Any tenant that is seen leaving carts outside of gated area, if stolen will be their responsibility to refund the marina the cost of the dock cart.