

St. Albans Bay Marina L.L.C.

90 Georgia Shore Rd
St. Albans Town, Vermont 05481
Phone (802) 309-1200
stalbansbaymarina.com

BOAT DOCKING, MOORING INVOICE

Please read and complete the **TERMS AND CONDITIONS AGREEMENT**, sign and date, and return to St. Albans Bay Marina L.L.C. (SABM). Dockage/mooring space will not be reserved unless invoice is returned with full payment **ON OR BEFORE MARCH 1st**.

All customers seeking dockage/moorings at SABM will be considered, whether storing boat at the marina or not. Dockage/mooring will be offered first, however to customers paying a storage fee at SABM. If space is still available after accommodating our storage customers, any remaining space will be offered to our non-storage customers as we hope to accommodate every boater interested in berthing at ASBM. Boats may be moved by SABM as deemed necessary by the Marina Management

Dockage/mooring season is set annually weather permitting.

BOAT OWNER (S).....	OVERALL LENGTH OF BOAT (LOA).....Ft.
STREET.....	MAX BEAM.....Ft MAX DRAFT.....Ft.
CITY.....	BOAT NAME.....
STATE.....	BOAT TYPE.....
PHONE # (S).....	BOAT KEY LOC. or COMBO.....
.....	BOAT REGISTRATION #.....
E-MAIL.....	TRAILER REGISTRATION #.....

SEASON DOCKAGE (Under 19ft, \$2650) (20-25ft.: \$2750 minimum plus \$95 per additional ft. i.e..26ft would be \$2845) \$ _____
(Premium Slips on Breakwater under 40ft, additional 10%), (Jet Ski Pods: \$1100 per season)

DOCK POWER (120 Volt: \$250), (30 Amp no AC: \$350), (30 Amp 2 Cord: \$450), (30 Amp w/AC: \$500), (50 Amp line: \$550) \$ _____

TRAILER STORAGE (\$250 for the season) \$ _____

10% DISCOUNT FOR DOCKAGE ONLY IF PAID IN FULL BY FEBRUARY 1st WITH CHECK OR CASH
\$ _____

TOTAL \$ _____

WITNESSETH: that SABM shall furnish these services and facilities as invoiced. The boat owner shall pay for the same in full on or before March 1st, subject to the terms and conditions of this contract. All charges are non-refundable, non-transferable. Boat length subject to SABM verification.

Any boat with a dockage/mooring contract at SABM will not be rented or chartered from this marina without prior approval by marina management. Please note that if you use your credit card there is an additional 3% service charge. If you pay by ACH it is a 1% or \$10 max service charge.

I/we have read the conditions appearing in the **TERMS AND CONDITIONS AGREEMENT** and I/we accept it in

_____ SABM MANAGEMENT	_____ DATE	_____ BOAT OWNER	_____ DATE
Payment: Card type _____ (Mastercard, Visa, American Express, or Discover)			
Ck No., Date _____	Name on CC _____	Acct # _____	Exp Date _____
CCV Code _____	Signature _____	Date _____	

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BOAT DOCKING, MOORING and STORAGE TERMS and CONDITIONS AGREEMENT

ST. ALBANS BAY MARINA LLC. (SABM) WILL NOT ACCEPT, OR ALLOW TO REMAIN AT THE MARINA, ANY BOAT THAT IS IN THE MARINA'S OPINION, IN UNSAFE OR UNSTABLE CONDITION.

BOAT OWNER(S) will name ST. ALBANS BAY MARINA LLC as an additionally insured party on their boat insurance policy.

BOAT OWNER(S) shall provide adequate lines and fenders, maintain them in proper condition and arrangement. SABM will maintain reasonable surveillance and may render docking assistance during regular business hours if requested, but it will not be held responsible for the security and/or the safekeeping of vessels docked or moored at its facilities. BOAT OWNER(S) are responsible for their moorings at all times.

Boats not adequately protected from the weather, ma, for safety reasons require additional lines or fenders. This may be done by SABM and BOAT OWNER(S) may be charged for this service and equipment.

This agreement is not transferable by BOAT OWNER (S), nor will a refund be given for any reason. SABM reserves the right to use such accommodations reserved by this agreement during temporary vacancies of 24 hours or greater. BOAT OWNER (S) shall give SABM advance notice of commencement and durations of such vacancies. If BOAT OWNER(S) repeatedly fail to notify SABM of slip availability, SABM may charge owner for the maximum lost overnight dockage revenue for that slip.

Shore power cords are not to be plugged into dock power unless the shore power cord is plugged into boat's AC input and secured by the locking ring. BOAT OWNER(S) are responsible for supplying an approved shore power cord of the proper length to provide enough slack for the movement of the boat and docks. BOAT OWNER(S) will be liable for damages to the marina shore power system due to the inadequate owner equipment and misuse of marina shore power.

BOAT OWNER(S) may employ outside help to do minor maintenance work on their boat while at SABM. When work is being done by the BOAT OWNER(S) or by a volunteer or employed outside help, such work must be conducted in a manner that will not hinder the work or passage of others or create a hazard or cause damage to marina facilities. Minor maintenance work can include mechanical rigging, electrical wiring, plumbing and wood work. Power grinding, sanding, buffing, and spray coating of any kind is not allowed on the water. Repair and Maintenance projects must be reviewed and approved by SABM staff before work commences. Any work that requires opening of fuel or hydraulic systems or engine powered heads or transmissions may require that the boat be removed from the marina to an approved maintenance facility.

BOAT OWNER(S) understand and agrees that SABM makes no warranty with regards to ladders, platforms, walks, equipment or gear on its premises or that which may be available to the BOAT OWNER(S), members of their immediate family or guests and the BOAT OWNER(S) hereby jointly and severally releases and forever discharges ST. ALBANS BAY MARINA LLC (SAB) and all of its agents, owners, employees, and affiliated corporations liable from any and all claims, damages, or causes of actions whatsoever kind or nature resulting from any accident or other occurrence while the undersigned is or are upon the premise of SABM. BOAT OWNER(S) and the undersigned further jointly and severally covenant and agree to indemnify and save harmless SABM by any reason of any claims, suits or damages of the BOAT OWNER(S) or the undersigned, their families, guests, agents, or employees.

BOAT OWNER(S) recognize that dockage areas, mooring areas, outdoor spaces and parking lot are not fenced or locked and that SABM does not provide security guard services. SABM will provide periodic observation of the boat exterior, lines and fender tie ups, but does not inspect the decks, scuppers, cabin, hull structures or interiors for water leakage or other damages from and cause including weather, theft and vandalism; during the summer or if stored on SABM property during the winter

SABM shall incur no liability of any kind whatsoever for any damage resulting from fire, it being understood that the BOAT OWNER(S) will carry such fire insurance for their protection. Nor shall SABM be liable for any damage resulting from any strikes, riots, Act of GOD, which includes all the elements or damage caused by rodents or varmints. Vessels will be handled at the BOAT OWNER(S) risk subject to reasonable care and handling. SABM shall assume no liability for the condition of the vessel; during the summer or if it is stored on SABM property during the winter.

SABM shall incur no liability of any kind whatsoever for the loss of any articles, or equipment on board or stored at SABM or for any loss resulting from fire, theft, vandalism or the elements, or any damage caused by rodents or varmints, it being understood that the BOAT OWNER(S) will carry such insurance for their protection. SABM shall incur no liability whatsoever for the damage of trailers while the boat is stored at SABM during the winter. Trailers will not be left on SABM property while the boat is docked or moored.

BOAT OWNER(S) expressly undertakes and agrees to the forgoing terms and conditions and agrees to save SABM harmless with respect to damage or loss to or of the vessel and/or its outfit, except such damage or loss may be conclusively attributed to SABM's negligence, and this undertaking is provided to induce SABM to enter this agreement.

We require all marina customers to comply with applicable State and Federal Laws. No vessel will be allowed at the facility if it is not equipped with functioning, approved sanitation equipment. **We reserve the right to inspect vessels at our facility for compliance.**

We require all customers, wishing to use our pump out facility, to regularly use a toilet chemical additive to holding tanks.

IF SABM DOES NOT OFFER A WINTER STORAGE, DOCKAGE OR MOORING AGREEMENT, BOAT OWNER(S) MUST REMOVE BOAT FROM SABM PROPERTY WITHIN 30 DAYS OF RECEIPT OF WRITTEN NOTICE FROM SABM. ANY BOAT NOT REMOVED AFTER 30 DAY WRITTEN NOTICE WILL BE ASSESSED A \$50.00 PER DAY FEE UNTIL IT IS REMOVED

Marina regulations as established by SABM are for the welfare and safety of all patrons and will be enforced without favor or prejudice. Failure of BOAT OWNER(S) and/or their guests to observe such regulations may be cause for cancellation of this agreement without refund at SABM's option. **SABM 's customers are always responsible for the conduct of their visitors and guests and they must abide by Marina rules and regulations.**

BOAT OWNER(S) will provide proof of insurance to include pollution coverage on their vessel and equipment. An automatic bilge pump is required on all vessels docked or moored at S. Albans Bay Marina LLC.

STORAGE:

- 1. St. Albans Bay Marina is to be held harmless from any and all claims , lawsuits, demands, cause of action, liability, loss, damage, vandalism, and/or injury, of any kind what so ever(including without limitation all claims for monetary loss, property damage equitable relief, personal injury, and/or wrongful death) Storage agreements follow all applicable hold harmless information as in the above terms and agreement referenced as "Boat Owner"**
- 2. Boat Owner must maintain Hull and P&L Coverage.**
- 3. Boat Owner may not perform any welding or spray painting of vessel as to prevent damage to other vessels in storage.**
- 4. Boat Owner may not use any Marina ladders.**

By completing, providing payment, and/or signing your Docking/Mooring invoice you have entered into a contract agreeing to all the terms and conditions, rules and regulations provided in this and subsequent documents.

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RULES AND REGULATIONS

- 1, Boat owner(s) and Renters are responsible for guests at all times
2. All trash is to be placed in the dumpster provided
3. Pets must be leashed and under control at all times. Pet waste must be picked up and disposed of immediately.
4. Boat owner(s) are responsible for properly securing their boats. Adequate lines and fenders must be properly installed and maintained. Lines, hoses and power cords must be neat and in proper working condition.
 - A.) All boats must be tied in marina slips with 4 Lines
 - B.) Lines must be in good condition and adequate size. " Not frayed or rotted"
 - C.) If corrections are not made in a timely manner, Marina is authorized to make adjustments through ship store and boater will be charged accordingly for the time and materials necessitated.
5. No reasonable noise between 2200hr and 0800hr. Limit the use of motors while at the dockside.
6. You must comply with all applicable Federal, State, and Local regulations. These include (but not limited to) rules regarding proper holding tanks installation, overboard discharge, speed limits, and no wake zones, operation under the influence, pet laws, curfews, etc...
7. Under no circumstances are customers to affix, paint, attach, or alter in any way the marina's docks. You will be responsible to the cost of repair for any alterations that have not been approved by the management.
8. All dock storage containers and stairways must be purchased from SABM. SABM will install such dockside equipment for the customer.
9. The use of motorized or pedal vehicles are not allowed on the docks. Dock carts, wheelchairs, strollers and walkers are exempt from this rule.
10. No running on the docks.
11. No swimming from or around the docks.
12. No Open flames or grills on the docks.
13. No fishing from the docks.