

NEW SUFFOLK WATERFRONT FUND, INC.

2010 Dockage Reservation Form

PO Box 146, New Suffolk, New York 11956

Phone (631) 566-0806

E-Mail Address: newsuffolkfund@gmail.com

Please fill out this form **COMPLETELY**. Only completed forms will be accepted. **Please print clearly.**

OWNER OF BOAT: _____ SLIP# _____

BOAT NAME: _____

FULL MAILING ADDRESS: _____

HOME #: _____ WORK#: _____

CELL #: _____ FAX#: _____

EMAIL: _____ LENGTH OVERALL (LOA) _____

BEAM: _____ DRAFT: _____

BOAT TYPE: SAILBOAT POWER BOAT

DATE OF USE: _____ SEASON PRICE: _____

The seasonal rate for each boat is fifty dollars per linear foot. Payments shall be made in two installments: one half of the season rental at the beginning of the Owner agrees to reserve the above space, from the New Suffolk Waterfront Fund, Inc. (NSWF) for the above boat only, for the period set forth below from the date hereof to October 24, 2010, at the Property at 650 First Street, New Suffolk, New York 11956.

NSWF may terminate owner's usage for violation of any term herein, with no refund of season price.

Owner agrees to the following terms and Owner shall cause all operators and users of the boat to comply with the terms of this agreement:

1. Insurance: the Owner shall have the watercraft covered by a homeowners insurance policy for property damage and liability, or marine insurance package (full coverage as well as indemnity and liability coverage), and proof thereof supplied to NSWF prior to bringing the boat to the Property, paid through the end of the term hereof. Peconic Land Trust, Incorporated (PLT) and

NSWF assume no liability for vandalism, theft, collision, fire, high or low water, wind, ice, rain or acts of God, or damage of any kind. In no event shall liability extend beyond the retail used boat value on date of loss or to payment for loss of use of a boat or for loss of any articles left on or in a boat or on the Property.

2. The boat shall be properly secured in the slip. Due care shall be used in entering and leaving the slip and the marina. If Boat is not properly secured, NSWF may re-secure the boat without any liability to NSWF. Owner will be charged for equipment and time. This may apply at any time, including without limitation to inclement weather or threat of inclement weather. NSWF is under no obligation to secure or resecure boats.

3. The immediate area around the boat and dock shall be kept in clean condition and every precaution must be used to prevent fire or accidents. Transfer of fuel at dock slips is prohibited. All trash and recyclables shall be disposed of off the Property or in designated areas only.

4. Dock boxes are not allowed on docks. Swimming is prohibited off the docks of the Marina

5. Overboard discharge of fuel, oil, waste or garbage is prohibited. If any boat is found discharging fuel/oil, the proper authorities will be notified.

6. If Boat is not properly secured, NSWF may re-secure the boat without any liability to NSWF. Owner will be charged for equipment and time. This may apply at any time, including without limitation inclement weather or threat of inclement weather. NSWF is under no obligation to secure or resecure boats.

7. Children under the age of 18 are not permitted to sleep aboard without an adult or guardian present. Living aboard is prohibited.

8. Owner shall not perform on or about the boat any painting, sanding, or other activities requiring use of chemicals, or engage in any repairs or servicing other than minor tune-ups.

9. Barbeques, grills and open fires are not permitted anywhere on the Property.

10. Owner shall be responsible for all damage which Owner, Owner's guests or any other person engaged by Owner with respect to Owner's boat caused to other boats, persons, or any structure on the Property or the Property itself.

11. Owner must keep all pets on a leash at all times. All pet droppings must be promptly bagged and removed from site.

12. Other users of the Property shall be treated with respect. Violations of the terms of this contract, or disorderly or inappropriate conduct, will result in the cancellation of this agreement and forfeiture all fees paid and expulsion of the Owner, its guests, agents and boat from the Property.

13. All boats will be removed from the Property by October 24, 2010. If the boat is not removed by that date, NSWF may assess Owner a late removal fee of \$150 per week. All boats must be removed at least 24 hours prior to onset of hurricanes forecast by National Weather Service with no adjustment to the fee hereunder. Owner authorizes NSWF to remove such boat, without notice

at Owner's cost and at Owner's sole risk, upon failure to do so. This provision shall not obligate NSWF to remove or move such boat under any circumstances. Should NFSW remove or secure a boat upon failure of Owner to do so, Owner shall be responsible for all costs and expenses.

14. Owner understands that swimming and boating activities can be dangerous activities.

15. The undersigned hereby releases, waives, discharges, and agrees not to sue PLT, NSWF, their agents and representatives and volunteers or other lessees of the Property (referred to as "Releasees") from liability for any and all loss or damage, and any claim or demands therefore on account of or related to the matters contained in this Agreement, or their use of the Property, or from boating and/or swimming activities, whether caused by the negligence (excepting the willful acts or gross negligence) of the Releasees or otherwise, and hereby indemnifies and holds Releasees and each of them harmless on account of same.

16. Owner hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to the aforesaid event(s) whether caused by the negligence of Releasees (excepting the willful act or gross negligence of the Releasees) or otherwise.

17. 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, and shall be tried by a judge without a jury. In the event NSWF has to sue Owner for any matter hereunder, NSWF shall be entitled to recover its reasonable attorneys fees in addition to all other damages.

18. I affix my signature hereto and I accept the terms and conditions as provided in this three (3) page contract.

THIS CONTRACT CANNOT BE CHANGED IN ANY WAY EXCEPT IN WRITING SIGNED BY THE OWNER AND NEW SUFFOLK WATERFRONT FUND, INC.

Owner's Signature: _____ Date _____ 2010

Print Name _____