

ONOVILLE MARINA 2011 APPLICATION / CONTRACT

Application for /___/ Dock space Size A (non-electric) \$24.78 per foot of boat length / minimum fee
(check one) /___/ Dock space Size B or C (non-electric) \$28.32 to \$29.50 per foot /
minimum fee /___/ Dock space Size D to I (with/electric) \$31.50 to \$47.88 per foot /
minimum fee
(see attached fee info. for slip sizes, letter designation and approximate boat lengths)
/___/ Park and Launch Pass \$220.00 to 28' / \$11.00 per foot for units / boats over 28'
/___/ Park and Launch Pass \$110.00 - Personal Watercraft -single unit
/___/ Watercraft Access Pass \$ 85.00

I request slip size (circle one or more) see attached rate sheet..... A B C D E F G H I

SLIP NUMBER PREFERRED _____ **2010 SLIP NUMBER** _____

HOME PHONE # _____ **BUSINESS PHONE #** _____ **EMERGENCY #** _____

E-mail Address .if you wish to receive periodic marina updates _____@_____

Please provide me with _____ additional vehicle access passes at \$25.00 each.

BOAT INFORMATION

MAKE _____ **TYPE** _____ **YEAR** _____

BOAT LENGTH _____ **FEET** _____ **INCHES** (see cover letter with regards to length)

BEAM (Width) _____ **DRAFT** _____ **HEIGHT** _____

BOAT REGISTRATION # _____ **HULL IDENTIFICATION #** _____

NAME ON THE BOAT _____ **PRIMARY COLOR** _____ **TRIM** _____

HULL DESIGN (CHECK AS APPLIES) ___ **V-HULL** ___ **TRI-HULL** ___ **SAIL** ___ **PONTOON**

PROPULSION (CHECK AS APPLIES) ___ **Outboard** ___ **Inboard / Outboard** ___ **Inboard**

INSURANCE

Patron's Insurance Company Name _____ **Policy Number** _____

Address _____ **City / State / Zip** _____

Agent's Name _____ **Agent's Phone Number** _____

Insurance on your vessel is a required by Local Law 13-2000 for all vessels berthed or parked at the facility.
Please read and sign the following statement: "I certify that I have read and agree to the contract terms and conditions on the reverse side of this application, and agree to abide by all rules, regulations, an ordinances of the County, State, and Federal Government, and that the above information is correct and true to the best of my knowledge."

Notices. All notices and other communications here under shall be in writing and shall be deemed to have been given when delivered or mailed to the marina at: Onoville Marina, P.O. Box B, Steamburg NY 14783.

X _____
Signature

Date

RETURN THIS APPLICATION / CONTRACT WITH A \$200.00 NON-ELECTRIC SEASONAL SLIP DEPOSIT / \$400.00 DEPOSIT FOR SLIPS WITH SHOREPOWER / FULL PAYMENT FOR A WATERCRAFT ACCESS PASS OR LAUNCH AND PARK PASS.

MAIL TO:
ONOVILLE MARINA P.O. BOX B STEAMBURG, NY 14783.
MAKE CHECKS PAYABLE TO CATTARAUGUS COUNTY.

ONOVILLE MARINA PARK
SHORT FORM SLIP / MOORING SPACE RENTAL AGREEMENT

1. This Agreement is an Admiralty and Maritime Boat Space Rental Agreement under the General Maritime Laws, Statutes, and Codes of the United States of America between Cattaraugus County Onoville Marina Park, hereinafter called the "Marina" and the undersigned vessel owner, its agent or representative, hereinafter called the "Owner".
2. The Marina provides boat space rental to the Owner on the basis that the Marina relies on the financial credit of the vessel. The Marina shall have a maritime lien against the described vessel, her appurtenances and contents for sums due for slip/mooring space rental and for injury or damage caused or contributed to by the vessel or Owner, including but limited to damage to pier, docks, wharfs, personal injury, damage to other vessels, pollution by oil, its derivatives, sewage or other hazardous material, loss by sinking, fire or other losses.
3. The vessel Owner and Vessel will indemnify and hold harmless the Marina and its officers, employees and agents for the consideration herein to be fore set forth, from any cost, expenses, damages and, against all claims, demands, damage, liability that may be asserted by anyone due to:
 - (a) property loss of any type, property damage due to fire, theft, collision, or property loss from any other cause to said Owner's Vessel, motors, sails, furniture, equipment, tackle or appurtenances, or to other property contained in or on Owner's Vessel, or on premises of the Marina or to personal property of others on the Vessel or Marina premises, and
 - (b) any personal injury, death or illness arising from the occupancy or use of the Marina premises or facilities, where such injury or damage is caused in part, however slight, by Owner, his agents, servants, invitees or employees.
 - (c) any alleged damage or loss to marine property, non-marine property or personal injury caused in part, regardless of how slight, by Owner, his agents, servants, invitees or employees.
4. This agreement is to provide the Owner with a slip/mooring/parking space. There is no agreement to create a bailment of the vessel, nor do the parties intend to create a bailment of the vessel. This agreement is merely for the renting of a space by the Owner for his/her vessel. There is neither temporary nor permanent dominion, or control exercised over said vessel by the Marina, but said control is to remain in vessel Owner at all times. The agreement is for the use of space only and such space is to be used at the sole risk of the Owner. The Marina shall not be liable for the care or protection of the vessel, including her gear, equipment and appurtenances at any time.
5. The Owner agrees to maintain a minimum of \$300,000 in general liability insurance.
6. It is the full responsibility of the Owner to make arrangements for the safety and protection of his/her vessel and appurtenances.
7. This agreement shall be in full force and effect, unless terminated under any one of the following conditions:
 - (a) by destruction of the slip / mooring space facilities by fire, storm, acts of God, acts of government, acts of third parties, or other calamity;
 - (b) in the event Owner shall make a bona fide sale of the Vessel listed in the agreement, and/or remove the Vessel to another berth after notification to Marina and payment of all accrued charges;
 - (c) by breach or default of Local Law #13-2000 A Local Law Establishing Rules and Regulations for the Onoville Marina Park Recreation Area or subsequent amendments, as solely determined by the Marina;
 - (d) by termination in writing on ten days notice by Marina;
 - (e) by breach of the warranties or agreements contained herein, said breach to be solely determined by Marina.
8. Owner agrees to fully comply with **Local Law #13-2000 A Local Law Establishing Rules and**

Regulations for the Onoville Marina Park Recreation Area and the Onoville Marina Work Regulations, as fully as though they were set forth herein, and should breach of this Agreement or violation of posted rules and regulations occur, this rental agreement shall terminate immediately at the option of the Marina.

9. This document, together with Local Law #13-2000 and the Onoville Marina Work Regulations which will be posted and available at the facility, constitute the entire agreement between the marina and the owner. There can be no assignment by either party without the full consent and knowledge of the other party. Should there be a waiver of any conditions by Marina, this shall not be deemed a continuing waiver.

10. In the event of any breach hereunder including but not limited to recovery in whole or in part for services or slip/mooring space rental charges, in any Court, the Vessel Owner hereby agrees to pay all Court costs together with attorney's fees, collection fees and interest and further said Vessel be responsible for such costs, fees and interest. Should a suit in either civil court or in rem result against the Vessel, the Owner agrees and consents to have the Marina appointed as substitute custodian who may be responsible to secure removable items, with the consent of the United States Marshall, at the Marina facility including removal of the Vessel in custodial legis from its normal slip/mooring space to another slip/mooring space as the U.S. Marshall may allow or direct. Custodial fees shall be calculated at the established daily rate.

11. All fees paid are for the watercraft described in this Short Form Slip/Mooring Space Rental Agreement. Any additional watercraft (jet skis, fishing boats, etc.) brought into the Marina will be charged the appropriate fee according to the fee schedule in effect at that time. Unregistered watercraft brought in by a contract patron, canoes / dinghies, are not assessed a fee. Park & Launch fees for two Personal Watercraft on a single trailer shall be assessed as for a single watercraft. Owner agrees to pay a daily launch fee to the marina for each day the non-contract vessel is on Park property regardless of whether the vessel is launched or parked.

12. The fueling of vessels is permitted only at the Onoville Marina fuel dock. Fuels shall be stored only in tanks integral to the vessel, or are of a direct hook-up marine type. The Owner agrees to refuel his/her vessel only at the Onoville Marina Fuel Dock or off premises. Owner may bring nominal amounts of fuel into the facility in direct hook up tanks as provided with outboard motors as original equipment.

13. Pets are permitted at the Marina only if they are kept on a leash not exceeding 6 feet in length while in marina public areas, and not a nuisance. Dogs shall have a current tag showing vaccination against the rabies virus. Owners are responsible for the actions of their pets. The County may require the Owner or the Owner's guests to vacate the premises if the Owner's pet, or the pet of Owner's guests, creates a nuisance. Examples of nuisance behavior include, but are not limited to: toileting on Marina property or property of others, (unless owner removes all traces of waste material and disposes of them in a closed container placed in a trash container): noise, threatening demeanor, running at large (not on a leash). Pets may not be tied on docks, walks or land or left unattended at any time.

14. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or mailed to the marina at: Onoville Marina, P.O. Box B, Steamburg N.Y. 14783.