

# NOANK VILLAGE BOATYARD, LLC.

38 Bayside Avenue; Noank, CT 06340

Phone:(860) 536-1770 Fax:(860) 536-2740

Customer No.: \_\_\_\_\_  
Contract Received.: \_\_\_\_\_

E-Mail: sue@nvblc.com Website: www.noankvillageboatyard.com

**PROSPECT**

## 2021 SUMMER DOCKAGE/MOORING AGREEMENT

OWNER + SPOUSE:				BOAT NAME:			
ADDRESS:				MAKE:			
CITY:		STATE:		ZIP:		SAIL/POWER	
HOME PHONE:		LOA:		BEAM:		DRAFT:	
WORK PHONE:		REGISTRATION #:			KEY NO:		
CELL PHONE:		COMBO or KEY:		KEY LOCATION:			
FAX:		Email:					

<b>FLOATING SLIPS (With Finger Piers):</b> (Minimum Dockage: \$5,200.00)	(LOA X \$135.00)	
<input type="radio"/> 30 Amp One/Two	(\$550.00 each)	
<input type="radio"/> 50 Amp One/Two	(\$650.00 each)	
<b>UTILITY CHARGE:</b>		
<b>MOORING:</b> Includes launch service, pendant installation, removal and storage of pendant. <i>* Pendants are additional and will be billed to owner.</i>	(LOA X \$82.00)	
<b>ACCESS ONLY:</b> (For private mooring owners only.) Includes launch service and use of yard facilities.	Flat Rate (\$1,600.00)	
<b>DINGHY STORAGE:</b> Maximum Dinghy Length is 10'; For Dinghies over 10', please call the office for prior approval and rate.	In the Water: (\$550.00) On Rack on Dock: (\$300.00) On Rack on Land: (\$100.00)	
Please note: All dinghies must be clearly identified with customer's last name and labeled with a current NVB sticker.		
<b>TRAILER STORAGE:</b> <input type="radio"/> Single Axle (\$400.00) <input type="radio"/> Double Axle (\$600.00)		
Please note: Customer's last name must be on trailer.		
<b>LOCKERS:</b>	Motor/Gas Locker: (\$150.00) Storage Locker: (\$125.00)	
Other		
<b>SUBTOTAL</b>		
<b>1.5% ENVIRONMENTAL FEE (Maximum Fee \$75)</b>		
<b>TOTAL BEFORE SALES TAX</b>		
<b>6.35% CT SALES TAX</b>		
<b>TOTAL INCLUDING SALES TAX</b>		
<b>INITIAL DEPOSIT (20% Required with Contract Prior to 09/15/20)</b>		
<b>2nd DEPOSIT DUE (30% To be Invoiced on 12/01/20)</b>		
<b>FINAL 50% BALANCE DUE (To be Invoiced on 03/01/21)</b>		

**YOUR ACCOUNT MUST BE PAID IN FULL PRIOR TO THE LAUNCHING OF YOUR VESSEL!**

(CONTINUED ON REVERSE)

# SUMMER DOCKAGE/MOORING AGREEMENT TERMS

The word "Yard" is used herein to indicate any person authorized to represent Noank Village Boatyard LLC. The word "Customer" is used herein to indicate the owner (or any authorized representative) of any vessel docked, moored, or otherwise stored at Noank Village Boatyard.

The period of this Agreement for the assigned slip/mooring is from May 1, 2021 to October 31, 2021. Vessels remaining at Noank Village Boatyard after October 31<sup>st</sup> without a Winter Storage Contract will be charged the then current prevailing transient dockage and/or mooring rates per day until the vessel is removed. No slips or moorings will be reserved without a signed contract and payment must be received in full prior to slip/mooring occupancy. Mooring and slip fees are non-refundable. **All customers are responsible for total slip and mooring charges in full regardless if vessel sells prior to or during the season.** The Yard reserves the right to reassign a slip/mooring if it feels the vessel or its draft is too large or too small for the assigned slip/mooring, or for any other reason at its discretion. This Agreement is non-transferable by the Customer. The Customer may not assign this Agreement or assign, license or sublease all or any part of any interest in this Agreement or any slip, mooring, locker or facility covered hereunder or otherwise permit the use or occupancy in any manner, (including rental through AIRBNB, Couchsurfing, or any other 3<sup>rd</sup> party) by any other party of any slip, mooring, locker, storage area or any other facility covered by this Agreement. In no event may the Customer transfer vessels between any moorings or slips. This Agreement is freely assignable by Noank Village Boatyard, LLC. If the Customer expects to have his/her vessel out of the mooring or slip for an extended period, the Yard **MUST** be notified. The Yard reserves the right to lease the mooring or slip during any such period. **Those slip customers using what is deemed excessive electrical usage (i.e. electric heaters or air conditioners) by the Yard may be subject to pay electrical fees in addition to that which is included in the slip rental fee.** The Customer agrees to cover his/her vessel with adequate insurance. It is the Customer's responsibility to ensure that the Yard has, at all times, on hand in the office proof of such insurance on the vessel; which **insurance must list Noank Village Boatyard, LLC as an "additional insured"**. The Yard will be provided with 30 days notice for any cancellation or non-renewal of such insurance.

The Customer and its guests are expected to obey all Yard rules, which are required for the safety and consideration of all, when using this facility. The Customer and his/her guests must comply with parking requirements for the safety and convenience of everyone. Inconsiderate actions and improper parking will not be tolerated. The Customer will not discharge the head(s) while at the dock or mooring and will comply with federal regulations regarding sanitary systems. Pump out facilities are available. Dinghies stored in the water, in rack on dock or in rack on land will incur an additional \$550, \$300 or \$100 each respectively due to limited space and must indicate desired service on contract. **All dinghies must be clearly identified with Customer's last name and MUST have a current NVB sticker. Dinghies not clearly labeled with owner's name and an NVB sticker are not the responsibility of the Yard and will be removed from the Yard at the Customer's expense. Please note that dinghies are not to be stored in the slips with vessels at any time.**

**Mooring pendants are not included in the rental of moorings or private mooring access. They will be installed by the Yard and billed to the Customer. They are the property and responsibility of the Customer and must comply with Yard requirements. Pendants must be checked by the Customer periodically, and the Yard must be advised of any problems. Yard personnel will correct any known deficiencies on Customer's pendant(s), which affect vessel safety, and said work will be billed to the Customer at the then current prevailing labor rates. All vessels must be secured in assigned slips and on moorings in a manner acceptable to the Yard, or after notice to the Customer, the Yard may adequately secure a vessel at the Customer's expense.**

Docking lines must be of proper size and strength so as to provide secure tie-up during storm conditions. **There should be an accessible supply of "emergency" dock lines on board.** In the event of a severe storm or hurricane, the Yard may attempt, if practicable and possible, to provide damage prevention services, the cost for which will be billed to the vessel serviced. **Customer acknowledges that in the event of an approaching storm, the Yard has the discretion, but not the obligation, to haul any vessel it deems advisable.** However, the Customer is still responsible for taking all emergency measures possible, and the Yard assumes no responsibility for said protection and/or damages to the Customer's vessel. **The Yard will require every slip customer to remove his/her vessel in the event of a storm or hurricane either by having the Yard haul the vessel, billable to the Customer at the then relevant rate, or by having the Customer move the vessel to a safer location.** It is strongly recommended that the Customer not remain aboard their vessels during hurricanes or severe storm conditions. **It is the Customer's responsibility to provide the Yard with the correct combination or key location. Failure to do so may result in the lock being cut at the Customer's expense. Vessels not to be docked or moored at NVB, must be picked up within 7 days of launch date.**

Dock boxes will only be allowed with Yard approval and must be purchased through the yard. Children must be supervised by an adult. Small children must wear a PFD while on the docks. Owners of pets are responsible for their pets and the activities of such pets. Dogs must be leashed while at the Yard. Hazardous, annoying, loud or offensive activities are prohibited.

Outside contractors may not undertake any work on vessels in the Yard without the prior approval of the Yard. The contractor must provide evidence of liability insurance equal to \$2,000,000 with the Yard reflected as an "additional insured" as indicated above. Adequate worker's compensation (or its federal equivalent) and/or disability coverage must be maintained by the contractor at all times. The Yard reserves the right to stop any contractor or "do-it-yourselfer" from work that is harmful to the environment or disruptive to other Customers.

The granting of storage space; launch service; mooring, slip or dock space; tie-up of dinghy dock; towing; hauling or moving, afloat or ashore; or any service whatsoever granted by the Yard shall be accepted with the expressed understanding, and the Customer hereby agrees, that neither the Yard nor any of its directors, officers, shareholders, employees, agents and assignees assume any responsibility whatsoever for the safety of any vessel at the Yard, either ashore or at the dock, slip, mooring or adjoining waters, except during launching and hauling operations, and none of them shall be liable to the Customer or any person claiming by, through, or under him for fire, theft or any damage whatsoever to any such vessels and its equipment, or any property or the person of the Customer, his/her family, employees, guests or invitees, however other vessels, docks, slips, property or persons. In addition, the Customer does hereby indemnify and hold harmless the Yard, its directors, officers, shareholders, employees, agents and assignees, from any and all injuries caused by the Customer, his/her family, employees, guests or invitees.

Notwithstanding anything to the contrary contained herein, if the Yard's performance of any term or obligation is impacted by an "Excused Delay", the Yard may extend the time for performance of its term or obligation and the Yard shall be entitled to perform such term or obligation within an appropriate time period after the expiration of the period of such delay. As used herein, an "Excused Delay" means a delay directly or indirectly caused by an Act of God, declared state of emergency or public health emergency, pandemic (specifically including COVID-19), government mandated quarantine, war, acts of terrorism, and/or order of government or civil or military authorities, fire, flood, earthquake or similar natural disasters, extreme weather events, riot, terrorism, civil strife, labor disputes or disturbances or other extraordinary events outside the control of the Yard.

A 1.5% environmental fee is due with all summer contracts, with a \$75 maximum fee per contract. All invoices are due and payable upon receipt. Accounts past due will incur a service charge of 1 ½ percent per month (18 percent annually). A \$50.00 charge will apply for all checks returned for insufficient funds. Please note that sales tax is applicable to mooring, slip and yard fees, and is to be added to quoted prices at the then applicable rate. The customer hereby agrees to pay all costs of collection and reasonable attorney's fees incurred by the Yard in the collection of all charges contracted for by the customer. If legal proceedings are necessary in order to collect this debt, Connecticut law and jurisdiction will apply. The Yard reserves the right to haul the vessel if Customer's account is in arrears. The Yard reserves the right to cancel this agreement for violations of the above Regulations upon giving 10 days notice. In such case, a prorated refund will be made to the Customer and the vessel shall be promptly removed from the Yard. No terms or conditions herein may be changed or modified unless in writing and signed by both parties.

**No mooring or slip will be reserved until the Yard receives this signed agreement and the appropriate deposit.**

**Please remember to forward the office a current copy of your insurance policy.**

**I HAVE READ THE FOREGOING AND ACCEPT ALL TERMS AND CONDITIONS.**

\_\_\_\_\_  
Signature of Vessel Owner "Customer"

\_\_\_\_\_  
Date

PAYMENT INFORMATION: CHECK ENCLOSED   
PLEASE CALL THE OFFICE WITH CREDIT CARD INFORMATION  
WE ACCEPT: Mastercard Visa Discover Amex