



The Marina at American Wharf
One American Wharf
Norwich, CT 06360
Tel 860.886.6363 Fax 860.887.2467



2012 Summer Season Slip Rental Agreement
April 15th, 2012 – October 15th, 2012

1. Boat Owner Information.

Assigned Slip –

Boat Owner:
 Address:

Telephone: Home: Work: Cell:
 Email Address:

2. Vessel Particulars:

Name of Boat: Year / Make:
 Hull Length: Beam:
 Slip Length: Chargeable Length:
 Boat Registration Number: Vehicle Registration Number:

Copy of Insurance Certificate: Hull- Y / N Liability- Y / N
 JCM Norwich Marina Acquisitions LLC
 50 Resnik Rd, Plymouth, MA 02360
 JCM NAMED AS Additional Insured- Y / N

Note: The Total Slip Rental Fee is based on Chargeable Length; the length of the boat or length of the finger slip, whichever is greater. Hull Length includes the length of the vessel plus the length of the bow pulpit and swim platform (LOA).

VESSEL SLIP FEE:

Rate: \$66.00 per foot x feet:	Rate \$
	Tax \$
Plus bill for monthly electric usage	Total \$

I, , have read and understand the attached Slip Rental Agreement for the Marina at American Wharf and hereby do agree to perform the obligations of the Boat Owner under this Agreement.

 Owner Date

 JCM Norwich Marina Acquisitions LLC Date
 By its operations manager

Please sign and forward, with your remittance, to the Marina at American Wharf.

SLIP RENTAL AGREEMENT - Continued

3. **Right to Marina Slip.** JCM Norwich Marina Acquisitions LLC, a Massachusetts limited liability company lawfully doing business in Connecticut, owner of The Marina at American Wharf (herein after referred to as “the Marina”), in Norwich, Connecticut, agrees to provide you, the “Boat Owner,” with access to and the right to use the Marina Slip designated at the Marina identified above for the Season specified, except for any excluded period set forth below in Section 18I, subject to the terms and conditions of this Slip Rental Agreement. The Boat Owner expressly acknowledges and agrees that the Marina reserves the right to the exclusive use of the designated Marina Slip for the excepted period set forth below in Section 18I for the purpose of making same available for boat association rendezvous.

The Boat Owner agrees to remove the Boat from the designated Marina Slip by 9:00 AM (EDST) on the beginning day of the excepted period. The Boat Owner may return the Boat to said Marina slip any time after 3:00 PM (EDST) on the last day of the excepted period. The Boat owner expressly acknowledges and agrees that the Marina shall have the right to move and or haul any boat that has not vacated their slip, which is in turn a violation of the contract. In such event the Boat Owner shall promptly pay the Marina for all charges incurred for such moving, hauling, and storage of the Boat. The Marina shall have a possessory lien on said Boat for all unpaid charges incurred by reason of such non-removal as well as other remedies as provided below in Section 16B.

4. **Utilities.** In connection with the use of a Marina Slip the Boat Owner will also have the nonexclusive right to the use of all dockside utilities generally provided and made available to Boat Owners at the Marina, including electricity, fresh water, and cable TV. You will not employ any device or electrical load exceeding the capacity of electrical or other utility service provided at the dock. You will have access to telephone via the power houses on the docks for an additional cost. For the connection of these services you must contact the local telephone company. The Marina reserves the right to bill electrical utility charges monthly, and payment shall be made within twenty (20) days of invoice.

5. **Payment / Deposit.** A fifty percent (50%) non-refundable deposit of your Marina Slip Fee for the season must be received by the American Wharf before a Boat Slip is to be considered reserved. The balance of the Season Slip Fee must be paid by April 15th. Any and all prior debts to the Marina must be paid in full prior to slip assignment and or slip approval.

6. **Season.** The American Wharf Marina’s boating season is from April 15th to October 15th, except for any excluded period set forth below in Section 18I. Any Boat Owner wishing to store his Boat for the winter must make special arrangements with the Marina. Any Boat not staying with the Marina for the winter season must be removed from the Marina by October 15th. Otherwise, the Boat Owner will be charged the regular transient rate (as published by the Marina in its rate schedule) for each day the Boat remains at the Marina. In such event, the Boat Owner expressly agrees that the Marina shall have the right (but not the obligation) to remove the Boat from the slip previously rented to another slip or to haul the Boat and store it on land in any area of the Marina. The Boat Owner shall promptly pay the Marina for all charges incurred for such removal, hauling, and storage of the Boat. The Marina shall have a possessory lien on said Boat for all unpaid charges incurred by reason of the foregoing as well as other remedies provided below in Section 16 B.

7. **Non-Transferability.** Boat Slips are not transferable. A Boat Owner may not sell, assign as collateral for a loan, pledge, or encumber this Slip Rental Agreement or the Boat Owner’s right to a Boat Slip under this Agreement and any such assignment, transfer, or encumbrance shall be null and void. Any and all transfers of the Slip Rental Agreement are subject to the approval of the Marina. In the event the Boat Owner changes Boats during the season, the Boat Owner is required to notify the Marina office. The Boat Owner shall be responsible for all fees for a larger craft. Because we budget at the beginning of the Season, no refunds will be given for a small craft or in the event of Termination.

8. **No Commercial Use.** Boats subject to this Slip Rental Agreement will be engaged only in non-commercial maritime recreational activity.

9. **Boats Maintained.** Each Boat must be; **A)** maintained in a safe and seaworthy condition and shall, at all times, be capable of moving from its berth under its own power; **B)** clean and well-maintained and otherwise in a condition acceptable to the Marina; **C)** registered, identified, marked, equipped and maintained as required by all state and federal regulations and safe practice; and **D)** subject to periodic inspections by the Marina to determine the maintenance of proper safety conditions.

10. **Insurance; Marina Not Liable.** All Boat Owners must provide the Marina evidence of complete marine hull coverage and liability insurance naming the Marina as an additional named insured. A binder and or certificate of insurance must be provided to the Marina before your Boat is docked and certificates of insurance must be kept on file with the Marina. The Marina is not responsible for damages to your Boat due to fire, storms, winds, ice, theft, acts of God, outside labor, other Marina Slip users or their guests, invitees and others, work of independent contractors or resulting from any other cause whatsoever, excepting only the intentional misconduct of the Marina or its personnel.
11. **Control of Marina.** When a Boat enters the Marina, it immediately comes under the jurisdiction of the Marina and shall be berthed only where ordered. The Marina reserves the right to move Boats at its discretion. Boats berthed in unauthorized Slips or locations may be hauled and stored at the Boat Owner's expense.
12. **Safety of Boats.** All Boats shall be secured in their Boat Slips in a manner acceptable to the Marina. In the event Boats are not so secured, the Marina may, but need not be obligated to, secure the Boat at the Boat Owner's sole cost.
13. **Safety.** Boat Owner shall conduct himself and be responsible that his contractors, invitees, employees, and licensees, conduct themselves so as not to create any annoyance, hazard or nuisance to the Marina or other Boat Owners. Boat Owners will **A)** deposit garbage and refuse only in the bins provided for this purpose; **B)** not discharge any oils, petroleum products or flammable liquids or other contaminants or pollutants into the Marina areas and waters. All Boats and Boat Owners are required to comply with all governmental regulations applicable to sanitary systems; **C)** not store supplies, debris or any other materials on the docks; **D)** not construct any structures on the docks; **E)** not permit running, horseplay or other inappropriate conduct on the docks or in the Marina; and **F)** not permit swimming off the docks or boats while they are berthed. Small children shall be accompanied by an adult and wear a personal flotation device at all times.
14. **Repairs.** Boat Owners may perform minor repairs on Boats in the Marina. Any major repair may be undertaken only with the advance consent of the Marina which may require that the Boat be moved to another location within the Marina where the repair may be properly undertaken. **If you plan on using outside contractors, you must obtain permission from the Marina. Contractors must submit an insurance certificate before commencing any work on any Boat in the Marina.**
15. **Marina Regulations.** The Marina will periodically publish Rules and Regulations for the operation of the Marina and Conduct of Boat Owners and others in and about the Marina. Such Regulations will not be inconsistent with this Agreement. The Marina reserves the right to change the Rules and Regulations at any time to comply with governmental authorities, insurance requirements, or good marina operating practices. Boat Owner agrees to comply with the Rules and Regulations for the use of Marina facilities at all times.
16. **Breach of Agreement.**
- A.** In the event of a breach of this Agreement or a violation of the Rules and Regulations of Marina operation the Marina may terminate this Agreement. In the event the Marina terminates this Agreement, you will surrender your Boat Slip and remove your Boat from the Marina immediately. In the event the Marina terminates this Agreement for your breach of this Agreement, it will retain the Boat Slip Fee for the remainder of the season and reserves the right to seek additional compensation for damages. In the event of such termination and the Boat is not removed, the Marina shall have the right (but not the obligation) to move the Boat from the slip previously rented to another slip, or to haul the Boat and store said Boat on land in any area of the Marina. The Boat Owner shall promptly pay the Marina for all charges incurred for such removal, hauling, and storage of the Boat. The Marina shall have a possessory lien on the Boat for all unpaid charges incurred by reason of the foregoing as well as other remedies provided below in Section 16B.
- B.** In the event the Marina retains an attorney for the collection of unpaid Boat Slip Fees or other amounts due the Marina or because of your breach of this Agreement, you will be responsible for all costs of collection, including reasonable attorney's fees. If, upon termination of this Agreement, you fail to remove your Boat from the Marina or if you fail to pay any fees or amounts due, the Marina may take possession of the Boat to secure payment of all fees due. You will be responsible for all fees of hauling, storage, and security, in addition to all other expenses which are the responsibilities of the Boat Owner as described above.

17. **Rate Schedule.** The Marina Rate Schedule is published and available at the Marina office. The Boat Slip Fee for your Boat is set out in Section 1 of the Slip Rental Agreement. Retainage of Boat Slip after the end of the season as identified in Section 1 of this document, you will be charged the Marina transient rate as published by the Marina. The Marina shall also have the option of exercising its rights as set forth in Sections 6 and 16B above.

18. **Miscellaneous.**

A. Compliance with Laws. This Agreement is made and is subject to the laws of the State of Connecticut and applicable federal regulatory agencies as they apply. You agree to abide by the laws of the State of Connecticut, The United States of America and the City of Norwich including, but not limited to, all applicable environmental protection laws.

B. Water Rules. The Boat Owner agrees to use extreme caution in leaving or entering the Marina area. All boats will observe waterway regulations. The harbor is a no wake area.

C. Transient Use. If you are trip planning or otherwise planning to have your Boat away from the Marina for forty eight (48) hours or more, you will notify the Marina. In such cases, the Marina may rent your Boat Slip to transient boat owners while your Boat Slip is not used by the agreement holder.

D. Live Aboards. You may live aboard your Boat during the Season provided you notify the Marina before doing so. You may be charged an additional fee for electricity and the use of other utilities and services.

E. For Sale. "For Sale" signs will be allowed provided they meet the Marina's rules. The final design and placement of such signs are subject to Marina approval.

F. Pets. Boat Owners are required to use consideration when bringing pets to the Marina. All dogs must be leashed and controlled. You are responsible for cleaning up after your pets. We ask that you walk your dog in designated areas only and keep them clear of the Chelsea Park as this is a strolling park and the lawn, shrubs, and trees are for everyone's enjoyment. A dog head is provided by the Marina and must be used at all times for the purpose of all animal waste and must be discarded in the proper receptacle.

G. Power. Should the stanchion assigned to the boater exceed the amperage required, the boater is responsible for obtaining the correct shore power splitter (i.e., boat requires 30 amp, stanchion is 50 amp. 50/30-30 cord to be purchased by the Boat Owner).

H. Personal Amenities. Any and all items, but not limited to, dock boxes, hose reels, boat stairs, rub rails, dock wheels, flower pots, and signage are subject to Marina approval. Any and all open-flame devices are prohibited and are not to be used on the dock or aboard any vessel at the Marina. No items may be attached to any dock device or pile structure without prior consent from Marina management. Only one dock box, constructed of white fiberglass material, will be permitted per boat. A list of acceptable amenity items will be provided with this contract.

I. Special Events and Boat Shows. There are no special events scheduled at this time.

I, , have read and understand the Slip Rental Agreement for the Marina at American Wharf and do hereby agree to perform the obligations of Boat Owner under this Agreement.

Owner

Date

JCM Norwich Marina Acquisitions LLC Date
By its operations manager

Please sign and forward, with your remittance, to the Marina at American Wharf