

## BARE LICENSE

License made this \_\_\_\_\_ day of \_\_\_\_\_, between Rondout Yacht Basin, Inc. ("RYB" or "licensor") and \_\_\_\_\_ ("licensees"), whereby the licensor, in consideration of \$ \_\_\_\_\_ and the \_\_\_\_\_ (Boat owners' names) (Total from line 13) following conditions, does hereby license to the licensees for use, dock space on float \_\_\_\_\_ for licensees' boat (Slip #) \_\_\_\_\_ state registration or Official Number \_\_\_\_\_ from \_\_\_\_\_ to (boat make or name) (insert #) (date slip occupied) \_\_\_\_\_ Length overall \_\_\_\_\_ Beam \_\_\_\_\_ Draft \_\_\_\_\_ (date slip vacated)

- |   |          |
|---|----------|
| 1. In-water dockage: _____ feet @ \$65/foot A, C, D, E, F docks. B-dock \$50/ft. No sales tax   | \$ _____ |
| 2. Jetski dock \$450 for members, \$600 for nonmembers. No sales tax  | \$ _____ |
| 3. Dinghy dock rental (\$300 members, \$500 nonmembers). No sales tax   | \$ _____ |
| 4. Electric service @ \$275/each 30 amp service, \$550/each 50 amp service.   | \$ _____ |
| 5. Trailer storage @ \$150 for season (registration no: _____)<br>Owner's name must be clearly marked on trailer tongue.  | \$ _____ |
| 6. Jackstand storage @ \$10/stand for _____ stands.<br>Stands must be clearly marked with last name, not initials<br>Stands must be removed on date of launch or storage will be charged. | \$ _____ |
| 7. On-land summer storage: _____ feet @ \$30/foot.  | \$ _____ |
| 8. Jackstand rental @ \$25/stand for _____ stands.  | \$ _____ |
| 9. Locker storage: Small @ \$50 or Large @ \$75. Your name must be on locker.   | \$ _____ |
| 10. Subtotal of lines 4 - 9.  | \$ _____ |
| 11. NY State sales tax: 8% of line 10.  | \$ _____ |
| 12. Convenience fee, add 3% if paying by credit card.   | \$ _____ |
| 13. License fee total: add lines 1,2,3,10, 11, 12   | \$ _____ |

1/2 of license fee is due February 1st. Balance is due April 1st.

No boats will be launched prior to full payment.

A service charge will be applied to all overdue balances.

Any boat not staying with us for the winter must be out of the water by October 15th or the licensees shall be charged \$3/foot/week unless prior arrangements are made with Licensor.

Owners of boats wintering at RYB but still in water after first hard freeze authorize RYB to haul boat as necessary. If RYB has not received a winter storage agreement by Nov. 7, Licensees authorize RYB to haul and block the boat, however, Licensees retain sole responsibility for winterization.

Boats renting slips on B-dock must be 25-ft or less. Boats renting slips on the outside fingers of F-dock, the inside fingers of the gas dock and certain C-dock locations must pay a 32-foot minimum no matter the length of the boat. Boats docked on the outside of the gas dock must pay a 42-foot minimum no matter the length of the boat. Check with office for specifics.

Licensee s

Licensor

This document has been read in its entirety  
and is fully understood and agreed to

Rondout Yacht Basin, Inc.

By \_\_\_\_\_

By \_\_\_\_\_

Residence Address \_\_\_\_\_

Work Phone \_\_\_\_\_ Home Phone \_\_\_\_\_ e-mail \_\_\_\_\_

Insurance Carrier \_\_\_\_\_ Policy Expiration Date \_\_\_\_\_

1. No Bailment or Lease is created hereby. This is a License for the use of dock or storage space set forth above. The "Licensor", Rondout Yacht Basin, Inc. (RYB), shall at no time be deemed or considered as having any possession or control of the Licensee's boat while it is on the Licensor's premises. If RYB deems the boat to be in unsafe condition, Licensees hereby authorize RYB to haul the boat and Licensees will assume all risks of loss or damage arising from any cause whatsoever including, but not limited to the negligence of RYB, its agents or employees.
2. The use of electric current extensions and appliances is at the sole risk of Licensees. RYB shall be held harmless by Licensees from any and all liability for any damage or injury to a person or property caused by or as a result of the use of any electric current or appliance. No air conditioners or heaters may be run without at least one Licensee on board.
3. Licensees understand that the Licensor does not have a day or night watchman or any security precautions on the premises, and Licensees agree not to hold the Licensor responsible in any manner whatsoever for any damage or loss to the Licensees' boat or to the person or property of others by reason of fire, theft, sinking, acts of God, or any other cause whatsoever, including, but not limited to the negligence of Licensor, its agents or employees. Licensees fully understand that aside from the licensing of space, Licensor has not undertaken the performance of any other or additional services whatsoever.
4. Licensees agree not to employ any outside contractors without Licensor's prior written consent. In the event Licensees should disregard this agreement and employ outside contractors without prior written consent of Licensor and any occurrence takes place wherein it is claimed that the Licensor may be responsible in any way or manner to Licensees, their agents, employees, or independent contractors, Licensees agree to indemnify and hold Licensor harmless from any and all such claims and damages. Before beginning any work at RYB, all such Outside Contractors must submit to Licensor insurance certificates acceptable to RYB that the Outside Contractor is covered, and will remain covered at all times by effective policies of Commercial General Liability insurance with upper limits of at least \$1million per occurrence/\$2 million general aggregate; Marina Operators Legal Liability or Ship Repairs Legal Liability insurance with an upper limit of at least \$1 million; and Workers' Compensation insurance for all of its employees.
5. RYB presently does not offer repair services. While other contractors may on occasion work in the marina, they do not work for RYB and RYB will not inspect, warrant or be held liable for the performance or quality of their work.
6. Licensees working on their own boats agree to adhere to RYB environmental protection policies and marina rules available in the marina office.
7. In the event that the boat is sold or is used by any third party while upon Licensor's premises, Licensees agree to advise Licensor in writing of such sale or use and to advise the purchaser or third party user in writing of the terms and conditions set forth herein, and to furnish a written copy of this license to such purchaser or third party. Licensees shall remain bound by this license and shall be responsible for all fees associated with this License until such time as any buyer of the boat acceptable in the sole judgment of Licensor, signs and enters into their own License with Licensor. Licensees are responsible for any use of their boat by a third party and agree to hold the Licensor harmless, and to indemnify Licensor from all claims and damages arising from use of the boat by any third parties arising from any cause whatsoever, and involving property damage, personal injuries or death.
8. Licensees acknowledge that the Slip and Space may not be sublet nor may this Agreement or any rights hereunder be assigned by Licensees without the prior written consent of RYB in its sole and absolute discretion. No such consent to an assignment or subletting shall release Licensees from further performance of the covenants and terms of this Agreement. The presence of any vessel other than the Boat described above or a substitute boat approved by RYB in the Slip or Space, which has not been put there by RYB, shall be considered a trespass for which the Licensees shall be liable, and Licensees shall hold RYB, its agents, employees, and contractors harmless from any and all actions taken by them to remove any such vessel and to end such trespass.
9. Licensees agree to keep the Boat and its contents covered at all times by a policy of all risks hull insurance in an amount equal to at least the actual value of the Boat and its contents. Licensees shall also keep the Boat covered at all times by a policy of property and indemnity (P&I or public liability) insurance with minimum limits of \$500,000 per incident. Licensees agree to provide RYB with a Certificate of said insurance prior to using the Slip or Space, upon demand by RYB, and upon every renewal thereof. Licensees agree to name RYB as an additional insured under such policies of insurance.
10. Licensees agree to keep the Boat properly secured and moored (if in a slip) at all times; to keep the Boat covered by valid and effective state registration and/or federal documentation, and any required state validation decal; to keep the Boat tight (bilges dry), staunch and seaworthy; to keep the Boat in good operating condition and repair; to keep the Boat neat, clean, and free of rust, mildew, peeling paint, rot, blistering, and flaking; to equip the Boat with adequate mooring lines and fenders in strong, clean and satisfactory condition; and to keep the Boat with a neat, shipshape and aesthetically pleasing appearance. Licensees' compliance with the standards referred to in this paragraph shall be determined at the sole discretion of RYB. Licensees acknowledge that a Slip is not to be used for the long-term storage (over 30 consecutive days) of an inoperable boat. Failure to comply with the requirements of this paragraph may be grounds for termination of this License.
11. RYB makes no warranty or representation of any kind regarding the Marina, the Slip, or the Space except that RYB has the legal right to license use of the Slip and Space to Licensees. Licensees are aware that the consideration paid for the license described herein is disproportionately small in comparison to the value of the Boat, the Licensees'

motor vehicle, their contents/equipment, and in comparison to the risks of bodily injury/loss of life to the Licensees, their guests and invitees. Licensees are aware of the various types of risks involved in keeping a boat at a marina. Licensees agree that use of the slip, Marina grounds/facilities and parking area by Licensees, their guests and invitees shall be at their own risk of property loss/damage and/or personal injury/death, arising from any cause whatsoever. Licensees further agree that neither RYB, nor any of its agents, employees, officers, directors, or other representatives shall be liable for any loss, damage or injury to the person or property of Licensees or of their guests, invitees or contractors, including Licensees boat, motor vehicles, their contents and equipment, regardless of whether such loss, damage, personal injury/death be occasioned by fire, storm, theft, vandalism, collision, ice, sinking, act of God, or any other cause or condition, including, but not limited to the negligence (but not gross negligence) of RYB, its agents, employees, officers, directors, or representatives. Owners further agree to indemnify and hold harmless RYB, its agents, employees, officers, directors, and representatives from and against any claim, action, damages, attorneys' fees and costs arising from the use of the slip, the Marina grounds/facilities, the parking area, and associated facilities by the Licensees, their guests and invitees, arising from any cause whatsoever, including, but not limited to the negligence (but not gross negligence) of RYB, its agents, employees, officers, directors, and representatives.

12. Licensees acknowledge that RYB has no duty or obligation to keep Licensees' Boat afloat, to prevent damage to the Boat, or to prevent the Boat from damaging the environment or the property of others. Licensees agree that RYB may board and operate the Boat if, at any time, in the sole judgment of RYB, this becomes necessary to protect persons, the environment, or property. RYB and/or the Marina may disconnect electrical power to the Boat and/or disconnect and remove any electrical apparatus aboard the Boat that RYB considers in its sole judgment to be unsafe, unlawful, or a nuisance. Nothing contained herein shall impose any duty upon RYB to inspect the Boat or its equipment, to ensure the Boat's safety, or to determine if it is a danger to itself, the environment, or to the persons and property of others. Ordinarily, RYB will first attempt to notify the Licensees should it observe adverse conditions that do not place the Boat, the environment, or other property in imminent peril. However, if the Boat should sink or appear in imminent danger of sinking, damage from high winds, waves, floods, fire, ice, or in need of dock lines, or if in the sole judgment of RYB the Boat constitutes an imminent danger to itself, the environment, or other vessels/property, RYB in its sole discretion, may take action itself or by hiring others, to haul, pump, raise, salvage, contain/cleanup oil/fuel spills, install dock lines, move the vessel, tow it and store it elsewhere, or take such other action as RYB may deem appropriate, without prior notification or further authorization from Licensees. Under such circumstances, neither RYB nor its agents, employees, officers, directors, or representatives, shall be responsible for any costs, losses or damages to the Boat or to other property as the result of taking such measures, except for gross negligence. Licensees agree to pay immediately all reasonable charges billed by RYB to Licensees, or billed to Licensees by others retained by RYB in connection with the same.

13. Anyone using the pool does so at their own risk and will adhere to the rules of the pool area. It is understood that *No Lifeguard* is on duty. All children under the age of sixteen must be accompanied by an adult. No alcohol is permitted in the pool area. Anyone that has been drinking is not permitted in the pool area. No guests are permitted in the pool area without Licensee present.

14. RYB's *No Refund Policy* will not be waived at any time. There will be *No Exceptions!*

15. Boat owners that become delinquent in fees for dockage, land storage, repairs or other related services shall be notified of such delinquency as required by law. RYB shall have the right to take over the property and to secure the property. Boat owners shall be held responsible for all lien charges, attorney fees, collection costs and all related expenses required by law to insure that RYB is paid in full. RYB can delay in enforcing any of its rights under this agreement without losing them.

16. Parking facilities are for Licensees and their guests; they are not long-term storage areas for vehicles. No cars are to be left in the parking area for extended periods of time without the owner on premises and without permission from RYB. Car owners with permission to leave vehicles must leave keys to these vehicles with RYB. Vehicles left without permission will be towed at the owner's expense. Licensees agree to hold RYB harmless for any damages to cars parked on premises or towed from premises.

17. Pets are *to be leashed and picked up after AT ALL TIMES!* Pets will be walked in dog walking areas only.

18. Licensor reserves the right to rent your slip if you are away overnight. This is a way for us to keep improving the facilities while also keeping prices down. If you are away overnight and Do Not notify us, you will be charged the transient rate for that time. If you would like us not to rent out your slip, add \$5.00 per foot to your seasonal slip fee.

19. All children under twelve (12) years of age will be required to wear a flotation device while on the docks and must be accompanied by an adult while at RYB facilities. NO SWIMMING from docks.

20. Dock boxes are only allowed in certain locations and must conform to marina standards. Check with marina office for details.

21. Should the Licensees desire to sell their boat, they may: (a) request that RYB actively sell their boat and agree upon a commission or (b) sell their vessel on their own. In the latter case, the Licensees may not display any "For Sale" or other broker's signage.

22. The Licensor reserves the right to cancel this License without any refund should the Licensees or any of their guests become disorderly while on any part of Licensor's premises, or if the Licensees violate any of the terms of this License.

23. The parties agree that the waiver of any term or condition of this Agreement by RYB shall not be continuing. In the event that one or more terms of this Agreement are determined to be unenforceable, such determination shall not affect the enforceability of the remainder of this Agreement, which shall continue in full force and effect. This is the sole Agreement between the parties with respect to the subject matter hereof, and all prior agreements, written and oral, are merged herein. No modification hereof shall be binding unless in a writing signed by both parties. This Agreement shall not take effect until signed by both parties. The parties to this Agreement mutually agree that it shall be binding upon them, and their respective heirs, personal representatives, successors, and assigns. Licensees agree that the waiver of any term or condition of this Agreement by RYB shall not constitute a waiver of any other term or condition of this Agreement and shall not be continuing. Rights and remedies afforded to RYB under this Agreement are not exclusive, but are in addition to all other rights and remedies available to RYB at law, in equity or in admiralty.

24. This Agreement is deemed to have been made and entered into in Connelly, New York, and shall be governed and interpreted by the laws of the State of New York and by federal maritime law without application of principles governing conflicts of law. Any legal action brought to enforce this Agreement and any disputes arising hereunder must be submitted for decision by the appropriate New York state court located in Ulster County, or in the United States District Court for the District in which the boat may be located. Licensees and RYB agree to submit to the personal jurisdiction and venue of said courts.