

BARE LICENSE
Rondout Yacht Basin, Inc.
PO Box 257 Connelly, NY 12417
RYB Phone (845) 331-7061 RYB e-mail: rondoutyachtbasininfo@gmail.com
WINTER STORAGE 2017-2018 SEASON

Owner _____
 Address _____
 City, State, Zip _____
 Home Phone _____ Cell Phone _____ e-mail _____
 Boat Name _____ Make/Model _____
 Length _____ Beam _____ Draft _____ Registration _____
 Insurance Carrier _____ Policy Expiration Date _____

On Land Storage	_____ ft @ \$25.00 per foot	\$ _____
Hauling, Blocking	_____ ft @ \$3.00 per foot	\$ _____
Launching	_____ ft @ \$3.00 per foot	\$ _____
Pressure Wash	_____ ft @ \$2.00 per foot	\$ _____
Jackstands	_____ rental stands @ \$25 ea	\$ _____
Electric-on-land	_____ extension cords @ \$100 ea (Battery chargers only - NO HEATERS)	\$ _____
Boats on Trailers	\$ 350 (up to 25 ft.) customer hauls	\$ _____
Storage Lockers	Small \$50 for the season	\$ _____
	Large \$75 for the season	\$ _____
	Subtotal	\$ _____
	Ulster County Sales Tax (8%)	\$ _____
	Add 3% if paying by credit card	\$ _____
	Total Due at Signing	\$ _____

Signed license and payment due by October 15, 2017

A 2% service charge will be enacted on all overdue balances

ALL SAILS MUST BE REMOVED FROM SAILBOATS (they may be stored below decks)

Customer authorization: I have read the regulations and conditions on the reverse side and hereby authorize the above storage. I acknowledge that my boat is my responsibility and I will check on the boat in the event of storms, extended cold or heavy snowfall.

Owner's signature: _____
 Accepted by: _____ Date: _____
 Date I request to be hauled: _____
 I do _____ do not _____ want to be present.

Date I expect to launch _____.

Please note: If you haul after Nov. 10, you must be ready to launch April 15. If you haul between Nov. 1 and Nov. 10, you must be ready to launch May 1. If you haul between Oct. 15 and Nov. 1, you must be ready to launch May 15. If your boat must be moved to access other boats for launching, you will be charged for moving and reblocking your boat.

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, the boat owner hereby authorizes RYB to haul the boat and the boatowner will assume all risks.
2. The use of electric current extensions and appliances is at the sole risk of the Licensee. RYB shall be exempt 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 the boatowner on board.
3. The Licensee understands that the Licensor does not have a day or night watchman or any security precautions on the premises, and the Licensee agrees not to hold the Licensor responsible in any manner whatsoever for any damage or loss to the Licensee's boat by reason of fire, theft or otherwise, sustained or caused by any person or persons in any manner, or by acts of nature, while on the Licensor's premises. Licensee fully understands that outside of licensing use of space, Licensor has not undertaken the performance of any acts of service whatsoever.
4. The Licensee agrees not to employ any outside labor without Licensor's prior written consent. In the event Licensee should disregard this agreement and employ outside labor 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 Licensee, his agents, servants and/or employees, Licensee agrees to indemnify and hold Licensor harmless for any and all such claims. Any outside labor must have insurance; a copy of their insurance certificate must be on file with RYB.
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 warranty or be held liable for their work.
6. Boatowners working on their own boats agree to adhere to RYB environmental protection policies 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, Licensee agrees 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. The Licensee is responsible for any use of his boat by a third party and agrees to hold the Licensor completely harmless for any damages, accidents or deaths and will legally defend Licensor should such a lawsuit arise.
8. This licensing agreement is not assignable and upon the sale or removal of Licensee's boat, this agreement shall terminate and come to an end without any rebate or refund to the Licensee, and Licensor may thereafter license the space formerly used by the Licensee to any other person without such refund or rebate.
9. Insurance: RYB does not carry insurance covering the property of boatowners. Boat owners must maintain their own insurance. Licensee agrees to provide Licensor with proof of current insurance coverage (a certificate of insurance or declarations page of the policy). RYB will not be responsible for any injuries or property damage resulting, caused by, or growing out of the use of dock or marina facilities. The Licensee releases and discharges the marina from any and all liability (including death) or damages to person(s) or property sustained while in or on the facilities. If Licensee brings guests, Licensee assumes complete responsibility and liability for them and agrees to indemnify, defend and hold Licensor harmless for any and all claims that may arise.
10. 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.
11. RYB's *No Refund Policy* will not be waived at any time. There will be *No Exceptions!*
12. 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.
13. Parking facilities are for boat owners 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. Owner agrees to hold RYB harmless for any damages to cars parked on premises or towed from premises.
14. Pets are *to be leashed and picked up after AT ALL TIMES!* Pets will be walked in dog walking areas only.
15. 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, please add \$5.00 per foot to your seasonal slip fee.
16. 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.
17. Dockboxes are only allowed in certain locations and must conform to marina standards. Check with marina office for details.
18. Should the Licensee 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 Licensee may not display any "For Sale" or other broker's signage.
19. This written document embodies the entire agreement between the parties hereto, and there are no other understandings, agreements or representations expressed or implied. No modifications of this license are valid unless in writing and this shall be binding upon the parties, their legal representatives and subrogees, successors and assigns, and be governed by the laws of the State of New York.
20. The Licensor reserves the right to cancel this license without any refund should the Licensee or any of his guests become disorderly while on any part of Licensor's premises, or if the Licensee violates any of the terms of this license.
21. If anything in this document is deemed illegal or unenforceable, the rest of the document remains in effect.