

Masons Island Company Summer Dockage Agreement

Boat Name: _____ LOA: _____

Boat Manufacturer: _____ Beam: _____

State Reg. #: _____ Draft: _____

Hull Documentation #: _____ Color: _____

Trailer Registration #: _____

Boat Location:

Allyn's Alley Beach ___ Allyn's Alley Dock ___

East Forest Road ___ Great Marsh ___

Old North Road ___ Plover Lane ___

Poggy Bay ___

Owner's Name: _____

Address: _____

City: _____

State: _____ Zip Code: _____

Telephone (Home): _____

Telephone (Work): _____

Cell phone: _____

TERMS OF AGREEMENT

1. The word Company is used here to indicate any person authorized in writing to represent the Masons Island Company. The word Tenant is used here to indicate the owner (or his authorized representative) of any boat docked or beached at a Company location.

2. The period of this Agreement is from May 1 to October 31 and must be renewed annually.

3. The Company reserves the right to reassign a slip if it determines that the vessel is too large or too small for the assigned slip. The Company also reserves the right to provide an alternate slip assignment when it determines that conditions warrant.

4. Slip leases are non-transferable. Tenants may not give the use of their slip to others or transfer boats between slips. If a Tenant expects to have his boat out of the slip for more than 14 days, he must notify the Company in writing.

5. Slip fees are non-refundable after April 15th.

6. To be admitted and to continue as a Tenant of the Company, a vessel must be

A: Used for pleasure only.

B: Registered, identified, marked, equipped and maintained as required by law and safe practice.

C: Subject to periodic inspection by the Company.

D: Insured by complete marine coverage including liability as provided in Paragraph 13. Each Tenant will be held responsible for damage he may cause to other vessels, or to the structure or facilities thereof.

E: It is recommended that all vessels equip themselves with an automatic onboard fire extinguishing device.

7. Tenants will provide the Company with a set of main door or hatch keys and ignition keys. The vessel may only be entered by Company personnel for periodic inspections or emergency service, otherwise only with the authority of the Tenant.

8. All vessels must be secured in assigned slips in a manner acceptable to the Company, or after notice to the Tenant, the Company may adequately secure a vessel at the Tenant'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" dockage lines on board. In the event of a severe storm or hurricane, the Company may attempt, if practicable and possible, to provide damage prevention services, the cost for which will be prorated over all the vessels docked during the storm. However, the Tenant is still responsible for taking all emergency measures possible, and the Company does not assume any responsibility for said protection and/or damages to the Tenant's boat. It is strongly recommended that Tenants not remain aboard their vessels during hurricanes or severe storm conditions.

The Company assumes no responsibility for the safety of any vessel, and will not be liable for loss or damage to the vessel, its equipment or any personal property thereon resulting from Acts of God, fire or theft.

9. The Tenant understands and agrees that the Tenant and his Guests will comply with the following Company Regulations:

A. Sec. 2524 General Statutes of Connecticut prohibits discharge or deposit of any rubbish, waste material or refuse material of any kind or description into water or any river, stream, pond, or tidal waters. Penalty: \$1,000.00 fine or imprisonment of three months, or both.

B. On board heads and showers shall not be used when a boat is berthed at the Company dock.

C. Overnight living aboard is prohibited.

D. ABSOLUTELY NO OPEN FIRES ARE PERMITTED ON VESSELS OR DOCKS.

E. Use of electric heaters and air conditioners is prohibited.

F. When entering or leaving the Company dock area, boats must be under power, NOT sail.

G. No "For Sale" signs or any other advertisements may be displayed on vessels.

H. Tenants will store their dinghies on shore or on their vessels, but not on docks.

I. Dock boxes will only be allowed with Company approval.

J. Tenant will observe good sanitation practices and the use of garbage receptacles and trash bags.

K. Children must be supervised by an adult. Small children must wear a PFD while on the docks.

L. Protective footwear shall be worn by Tenants and their guests when ashore.

M. Dogs must be leashed at all times. Owners must clean up after their dogs.

N. Hazardous, nuisance, loud or offensive activities are prohibited. The use of loud sanding and grinding tools is prohibited on weekends.

The Company reserves the right to cancel this agreement for violations of the above Regulations upon giving 10 days notice. In such case, the Tenant shall promptly remove his vessel from the Company.

10. Outside Contractors may not undertake any work on vessels in the Company without the prior approval of the Company. The contractor must provide evidence of liability insurance equal to \$3,000,000.00 and adequate worker's

compensation and/or disability coverage. The Company reserves the right to stop any contractor or "do-it-yourselfer" from work that is harmful to the environment or disruptive to other Tenants.

11. Any outside contractor who is not registered at the Company office will be asked to leave.

12. A breach of any term of this lease by Tenant shall give the Company the right to terminate this lease upon five days' written notice to Tenant. The Company may not be deemed to have waived its rights under this (or any other) paragraph by not exercising them.

13. Tenant must provide insurance in the amount of at least \$1,000,000 naming the Company as an additional insured and must produce a certificate of insurance showing the same by April 15th each year. Tenant is also to produce a waiver of subrogation from its insurance company by April 15th each year.

14. Tenant agrees to indemnify, defend and hold harmless the Company and its shareholders from any claims or costs incurred attributable in any way to Tenant's actions or failure to act.

15. All determinations made by the Company are to be made at the Company's sole discretion without regard to reasonableness.

Date: _____ Owner's Signature: _____

Rentals

Last modified: 10/01/13

All information is from sources deemed reliable but is not guaranteed by seller or agent. Offering is subject to error, omissions, prior sale, change or withdrawal without notice, and approval of the purchase by owner. We urge independent verification of each and every item submitted to the satisfaction of any prospective purchaser. Although care was exercised in obtaining and verifying this material, parties reviewing same should seek advice from tax counsel and legal counsel.