## **Cheswick Marina**

P.O. Box 111 Clinton, PA 15026 412-335-2266

Cheswickmarina.com

cheswickmarina@gmail.com

## 2024 DOCKING AGREEMENT

Please fill out form completely and read license conditions on next page.						Before Feb 15 <sup>th</sup>	After Feb 15 <sup>th</sup>
		Boat	28 ft c	or less *		\$50 /ft	\$55 /ft
		_ Shor	e Pow	er		Add	\$7 /ft
						\$54 /ft Add	\$59 /ft \$12 /ft
		_ 2 <sup>nd</sup> B	Soat / J	et Ski **		\$45 /ft	\$50 /ft
Home		- Sum	mar Tr	ailer Storage *	Rato		\$10 /ft
				_			\$90
Work			·				-
			<ul> <li>* Rate is based on LOA (Length Over All).</li> <li>** 2<sup>nd</sup> Boat/Jet Ski must of equal or lessor size than 1<sup>st</sup></li> <li>Boat/Jet Ski and titled in same name.</li> </ul>				
		_	Dimensions: 72" W x 22" D x 26" H				
Make	Model						
				Foot V S	_ 6		
					+	<b>,</b>	
Make	Model	( Boa		Feet X \$	= \$	<b>.</b>	
			,				
				Feet X \$	= \$	·	
Make	Model	Dock	Box		= \$	S	
		_ Wint	ter Sto	rage Discount	= \$	S	
		_ Sub -	Total		= \$	S	
License i late ii		_ Depo	Deposit (1/2 Sub Total)			S	
Make	Model	Balaı	nce Du	e	= \$	S	
Year	LOA	_					
	Home	Home Cell Work  Make Model Year LOA PA Registration #  Make Model Year LOA License Plate #  Make Model Year LOA License Plate #	Boat   Shor   Boat   Shor   Boat   Shor   Boat   Shor   Shor   Boat   Boat   Shor   Boat   Boat   Boat   Boat   Shor   Boat   Boat	Boat 28 ft of Shore Pown  Boat 29 ft of Shore Pown  Znd Boat / J  Boat 29 ft of Shore Pown  Znd Boat / J  Summer Tr  Dock Box S  Winter Sto  * Rate is  ** 2nd Boat/J  *** Flat Rate  Boat 29 ft of Shore Pown  Znd Boat / J  *** Rate is  ** 2nd Boat / J  *** Flat Rate  Boat 29 ft of Shore Pown  Znd Boat / J  *** Rate is  ** 2nd Boat / J  *** Flat Rate  Diseon  Diseon  Z023-2  *** Flat Rate  In Discon  Z023-2  *** Flat Rate  Znd Boat / J  *** Flat Rate  Znd Boa	Boat 28 ft or less * Shore Power  Boat 29 ft or more * Shore Power  2nd Boat / Jet Ski **  Summer Trailer Storage * Dock Box Space *** Winter Storage Discount ++  * Rate is based on LOA (Length Over 100 and Load) (Length Over 100 and Loa	Boat 28 ft or less * Shore Power  Boat 29 ft or more * Shore Power  Boat 29 ft or more * Shore Power  2nd Boat / Jet Ski **  Summer Trailer Storage * Rate Dock Box Space *** Rate Winter Storage Discount ++ Rate  * Rate is based on LOA (Length Over All). ** 2nd Boat/Jet Ski must of equal or lessor size Boat/Jet Ski and titled in same name. ** Flat Rate for space to set dock box on dock Dimensions: 72" Wx 22" Dx 26" H ** Discount if boat was stored at marina for the 2023-24  Make Model Year LOA Feet X \$ = \$  (Boat 1)  Feet X \$ = \$  (Boat 2)  Feet X \$ = \$  (Trailer)  Dock Box	Boat 28 ft or less *   S50 /ft

THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THE TERMS AND CONDITIONS ON PAGE TWO OF THIS AGREEMENT.

Signature of Licensee	Date	

## LICENSE CONDITIONS

In consideration thereof, Licensee agrees to pay Cheswick Marina, a docking fee(s) determined by Rates hereinafter for a license to use an assigned dock space at Cheswick Marina. This license is made subject to the following terms and conditions:

- 1. If licensee fails to pay docking fee as required, Cheswick Marina has the right to assign that dock space to another person. Return completed contract by February 15, 2024 with ½ dockage fees as a deposit, and Licensee's dock space from 2023 will be reserved and the rate will be discounted by \$5 per foot. Balance to be paid in full by April 15, 2024 or Licensee is subject to non-discounted docking fee rates. The deposit is non-refundable. Spaces are reserved on a "first come, first serve" basis. Docking fee is to be paid in full before boat is docked at marina.
- 2. This Agreement shall be for the term of one boating season beginning May 1, 2024 and ending October 15, 2024. Licensee agrees to comply with all rules and regulations contain herein or as posted in the office or on the property.
- 3. It is understood that Cheswick Marina is granting the Licensee dock space and no other services are included except that Licensee may use the marina on-shore marina grounds for light family recreation typical with picnics. If more persons than in Licensee's immediate family would like to use marina on-shore grounds for a party or event the licensees will need to have permission from Cheswick Marina.
- 4. Licensee agrees that he or she is docking his or her boat at his or her own risk. **Your boat is your property and you are responsible for it.** Cheswick Marina shall not be responsible for any theft, loss or damage of whatsoever nature or source, to licensee's boat or its contents. Furthermore, Licensee agrees that Cheswick Marina is not liable for any property damage or any injuries to persons arising out of the negligence of the Licensee.
- 5. INSURANCE: Licensee agrees that he or she will keep their boat fully insured with complete marine insurance, including hull coverage and indemnity and/or liability insurance. **Cheswick Marina does not carry insurance covering the property of Licensee.** Cheswick Marina will not be responsible for any injuries or property damage resulting, caused by, or growing out of the use of dock or harbor facilities; that the Licensee releases and discharges Cheswick Marina from any and all liability from loss, injury (including death), or damages to persons or property sustained while in or on the facilities, including fire, theft, vandalism, windstorm, high or low waters, hail, rain, ice, collision or accident, or any other Act of God.
- 6. It is understood that Cheswick Marina may operate or move Licensee's boat at any time in an emergency or under hazardous conditions. Cheswick Marina has the right, but is not required to take immediate corrective action. The licensee will be responsible for any and all cost incurred. Cheswick Marina reserves the right to temporarily assign or permanently reassign Licensee's boat to another berth as necessary for the efficient and harmonious operation of the Marina or to accommodate repairs, improvements, maintenance, construction or emergencies.
- 7. This agreement may not be assigned to any person by Licensee. Nor is Licensee permitted to sublet dock without prior approval from Cheswick Marina. Cheswick Marina is not required to assign Licensee's boat slip to another person in the event that Licensee sells his or her boat. In the event that Licensee sells his or her boat, Licensee shall notify Cheswick Marina in writing 10 days prior to desired date of sale. Cheswick Marina shall have no obligation, financially or otherwise, to reimburse dockage fees to the Licensee if the owner removes his or her boat or otherwise wishes to discontinue docking after May 1, 2024, for reasons including, but not limited to, sale of Licensee's boat, financial hardship, personal issues, etc.
- 8. Cheswick Marina reserves the right to terminate this License at any time for any reason and Licensee shall remove the boat from the Dock with five (5) days after notice of termination. In such event, Cheswick Marina will provide a refund to the Licensee based on the charges incurred from the monthly or weekly rates as listed on the marina's website and the length of time the boat was docked at the marina, should the fee for monthly and/or weekly rates be less than the docking fee paid to Cheswick Marina.
- 9. Boaters must use adequate tie lines to secure their boat to dock. Licensee is responsible for any damage to docks or other boats. **No alteration of docks is permitted.** The Licensee is responsible for the cleanliness for the immediate area of his boat. All rubbish must be taken to trash receptacles. **No rubbish or fuel containers are to be left on the docks at any time.**
- 10. A Licensee may work on his or her own boat if such work does not interfere with the rights, privileges and safety of other persons or property. No outside mechanic, craftsman or any other persons shall be permitted to perform work on Licensee's boat while in or on the premises without written permission from Cheswick Marina. For any outside work proposed Licensee shall provide Cheswick Marina with a standard-certificate-of workman's compensation and liability insurance coverage in order to protect the health, safety, welfare and property of other Licensee's and the premises of Cheswick Marina. Failure to meet these requirements would require that Licensee's boat be removed from the premises for repairs.
- 11. In the interest of the general welfare, the use of illicit drugs, excessive drinking of alcohol or the use of profanity is expressly prohibited. Quiet hours are from 11:00 P.M. to 8:00 A.M daily.
- 12. All pets must be kept on a leash, and be under control. Please be considerate of others and dispose of your pet's waste in a designated receptacle.
- 13. Boats docked after October 15th or after notice of termination will be subject to the daily/weekly or monthly rates as listed on the marina's website, unless prior arrangements are made. In such an event, Cheswick Marina may also remove the boat for storage at such a place as may be convenient for Cheswick Marina. The Licensee agrees to pay all costs and expenses incurred by Cheswick Marina in removing the boat and causing it to be stored including any collection fees accumulated.
- 14. Any property left on the docks after October 15, 2024 becomes the property of Cheswick Marina.
- 15. **If these rules are not followed,** Cheswick Marina has the right to cancel this docking agreement immediately. **No refund** will be made for loss of dockage time.