

1. The word "Marina" is used here to indicate any person authorized to represent *Harborside Marina*. The word "Tenant" is used here to indicate the owner (or his authorized representative) of any boat moored in *Harborside Marina*.
2. Slip rentals shall be strictly in accordance with published schedules and shall be paid in advance with 50% paid upon signing the contract, and the remaining 50% due April 1st. Slip rentals may NOT BE CANCELLED.
3. If it is considered by the marina to be in its best interest or that of its tenants, it reserves the right, after 10 days notice, to cancel this contract, with the tenant removing his boat forthwith.
4. Slip rentals are non-transferable.
5. Tenant agrees to have boat insured by complete marine coverage including liability. Each tenant will be held responsible for damage he may cause to other boats in the marina or to the structures or facilities thereof.
6. All boats shall be secured in their berths in a manner acceptable to the marina, or the marina, after notice to the tenant, will adequately secure the boat and assess a service fee.
7. The marina assumes no responsibility for the safety of any vessel docked in the marina and will not be liable for fire, theft or damage to said vessel, its equipment, or any property in or on said vessel.
8. Sections 15-8 and 25-54 General Statutes of Connecticut prohibits discharge or deposit of rubbish, waste material or refuse material of any kind or description into the waters of any river, stream, pond, or tidal waters. Penalty is \$1,000 fine or imprisonment of three months or both.
9. If you fish, your day's catch is NOT to be cut up on the dock or any pieces thrown in the water.
10. Children ARE NOT allowed on the docks without life preservers and adult supervision.
11. Rack and Cradle customers DO NOT rent a water slip. This means you must not expect to leave your boat at the Marina's dock for times beyond loading and unloading your boat (maximum 1 hour). Keeping your boat on the dock for extended times outside stated time frames may constitute additional charges.
12. No charcoal fires or open fires of any kind are permitted on boats, walkways or within the confines of the marina.
13. No outside labor is allowed unless permission is obtained from the Yard Manager. Owners are not permitted to burn paint, start fires or transport flammable materials unless under Yard supervision.
14. Tenants agree to keep all dogs on leash at all times. All tenants must dispose of their pet's refuse.
15. In the event of severe storm, hurricane, or Act of God, the marina will attempt, if practicable and possible, to provide preparations and damage prevention service, the cost for which will be pro-rated over all the boats. However, the tenant or his agent is still solely responsible to take all emergency measures possible. The marina does not assume any responsibility for any protection and/or damages to the tenant's boat.
16. The season for which marina rates apply runs from May 1st to October 1st. Tenant agrees to remove his boat from marina by October 1st. and further agrees to a charge of 50 cents per foot per day for each day after November 1st that the boat remains in the marina out of contract.
17. Any infraction of the rules and regulations of the marina by the tenant shall, at the option of the marina, cancel this contract upon 10 days notice (written or oral) and the tenant shall remove his boat with out refund.
18. The Yard reserves the right to rent slips to transients when not occupied by the tenant. The tenant should notify the DOCK MASTER (or office) of the date leaving and the date returning if the tenant leaves his slip for one night or more.
16. The tenant agrees to pay all costs and expenses incurred by the marina in any action taken to enforce any obligations owed hereunder and the payment for any sums due and payable by the tenant to the marina for purchases, services rendered and materials supplies, including court costs, sheriff's fees and reasonable attorney fees.
20. Fishing on the dock is not permitted.
21. Quick launch dates start on May 1st and end on October 1st. Hours of operation are 9:00 AM to 5:00 PM. You must give a minimum of one (1) hour notice to the yard. This means you must call at 4:00 PM to have your boat launched by 5:00pm. Launches outside stated time frames may constitute additional charges on a per case situation.
22. **A service charge of 1.5% per month, 18% APR, will be added to all overdue accounts. Customer is liable for all legal and collection fees.**