



RESERVATION FOR 2021 SLIP AND BERTHING AGREEMENT

Please return this form by **October 21, 2020** with a non-refundable **\$750 DEPOSIT CHECK** to reserve your 2021 Slip. As always, we have a long waiting list and must have confirmation of your slip reservation to hold a slip for the 2021 season.

Payments should be made via check/cash/money-order in US dollars. Credit card payments will be assessed a 3% fee.

Boat OWNER: _____

Mailing Address: _____

City/State/Zip: _____

Email address: _____

Mobile #: _____ Home#: _____ Work#: _____

Boat Make: _____ OVERALL Length (LOA)*: _____ Beam: _____

Boat Name: _____ VT#/Reg#: _____

Location of boat keys / combo: _____ Please leave duplicate set of keys in the marina office.

Electricity (check one): None Shore power per chord = \$250 (#_____) Trickle charge battery = \$100

Insurance carrier: _____

List all crew/persons who are authorized by OWNER to have access to the boat:

 We make every effort to accommodate slip preferences given the constraints of safety, dock configuration, boat size/draft/navigation/etc., and other special circumstances. Please note that no deposits or reservations can be made contingent on specific slip assignments. Please provide slip preferences/characteristics you'd like us to know about in building the dock plan, in the event we have to place you in a new location: _____

Please feel free to retain this lower portion for your reference – cut along dotted line

Summer Slip Rates – 2021

Boats up to 20' LOA* \$1680/season

Boats up to 28' LOA* \$84/ft

Boats 29' LOA* and over \$89/ft

PLUS Beam surcharge for each additional feet of beam over 8' add # feet greater than 8' to LOA

** LOA = Length-Over-All, to be measured if LOA is uncertain. Slip fees are based on the boat's LOA, which is the ACTUAL MEASURED LENGTH of boat & appurtenances including outboard engines, bow pulpits, anchors, swim platforms, dingies on pulpits, etc. (LOA is not necessarily equal to manufacturer's model length).*

Shore power - per chord/plug-in (30 amp) \$250/season**

Trickle-charge battery only \$100/season

**** A/C must be shut off whenever boat is unattended.**

Summer boat storage (if boat doesn't launch/leave boatyard for at least 4 weeks during the summer season).....**\$25/ft**

Payment Schedule for Slip - Summer 2021

- Payment #1: \$750 Deposit due with this signed document & insurance certificate – due by October 21, 2020
- Payment #2: Half of remaining balance – due by January 15, 2021 (Note: Only one invoice will be sent for slip fees)
- Payment #3: Other half of remaining balance (final payment – not separately invoiced) – due by March 15, 2021

PLEASE NOTE: Finance charges of 1.5% per month will be charged on unpaid slip balances not paid in full by March 31, 2021.



LADD'S LANDING MARINA

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BERTHING AGREEMENT 2021

This AGREEMENT is entered into as by and between (Boat "OWNER") _____ and LADD'S LANDING MARINA, LLC ("LLM") of Grand Isle, VT, on this date _____, 20____.

General terms of this agreement

LLM will provide slip space for the boat listed on the first page of this document for the 2021 season. Slip agreements are valid from May 15th to October 1st, weather, resources, and launch schedule permitting. Slip space will be appropriate for the specific boat as indicated by boat OWNER on the first page of this document, and will include the appropriate number of cleats and electrical hook-up (if desired and paid according to the attached rate structure).

- OWNERS are required to have the necessary docklines, fenders and snubbers - all in good repair and appropriately sized.
 - All boats tied at the docks must have at least 2 supplemental spring-lines, the largest size the boat's cleats will allow but minimum of 1/2", each approximately the length of the boat, criss-crossing fore and aft.
 - Docklines must be a minimum of 1/2". For boats 25' and over, 5/8" line are required if the boat's cleats will accommodate. Fenders should be a minimum size of 8"x20", and 10"x26" for boat 25' and over.
 - LLM reserves the right to add/replace lines, fenders and snubbers, at the OWNER's expense, and will do so and bill OWNER as applicable.
 - Note: Temporary lines (typically teal or maroon 5/8" line) added to boats by marina crew indicate an immediate need for heavier/better line – if not addressed by OWNER, these lines will be replaced with appropriate lines by marina crew within one week at OWNER's expense.
 - No polypropylene docklines are permitted.
 - OWNERS are responsible for any damage to their boats, neighboring boats, or marina infrastructure caused by the lack of proper lines, fenders or other tie-up equipment.
- All boats MUST HAVE an AUTOMATIC BILGE PUMP OR PUMP WITH AUTOMATIC FLOAT SWITCH, wired DIRECTLY TO THE BATTERY, to prevent water filling the boat when boat is unattended by OWNER.
- In the event that a major storm is forecast, OWNER agrees to allow LLM to haul-out boat (if time and resources permit) at OWNER's expense. Alternatively, OWNER agrees to move boat from the docks for the duration of the storm.
- The dock plan is arranged by LLM, who will make every effort to accommodate individual preferences. Longer fingers are reserved for boats over 27 ft. LLM reserves the right to move/change slip assignments as necessary throughout the season to safely accommodate all boats at the marina. Sublease of a slip is not allowed.
- OWNER agrees to allow LLM to make slips available for transient customers during OWNER's overnight and extended cruises. OWNER will inform LLM of departure and return dates when OWNER plans to be away from slip for 3 or more days.
- OWNER agrees and understands that fuel may only be dispensed from LLM pumps and only at the gas dock, given licensing, insurance and environmental regulations. OWNERS may not pack-in fuel in jerry cans or by any other means to dispense into boat fuel tanks, either at the docks or in the boatyard.
- NO open grills or open fires are allowed on the docks.
- DINGIES and other inflatables should NOT be left tied to the OWNERS boat, the docks or in the water near the boat, except on a day-use basis. As space permits, dingies can be left on the shore/beach to the right or left of the main dock gangway, well upland from the water's edge, and tied or secured. Also note: Dingies mounted on davits at the bow or stern of boats may increase the Length-Over-All (LOA) of the boat at the slip and will thus increase seasonal Slip Fees accordingly.

Payments

Please note, we appreciate payments by cash, check or money order. Credit card payments will incur an additional 3% credit card processing fee added to the invoice.

Deposits are due with this signed and completed agreement on or before 10/21/20 reserve slip for 2021 season and are non-refundable, as are payments on the following schedule. After these dates if payments are not received on or before scheduled due dates, LLM reserves the right to make the slips available on a first-come-first-served basis. Please note that there is a waiting list for slips.

- Half of the remaining slip fee is due by 1/15/20 (Invoice will be sent on or around 1/1/20).

- Full, final payment for the berthing season is due by 3/15/20. After this date LLM reserves the right to make the slip available to other customers. All deposits and slip payments are non-refundable, according to this payment schedule.
- PLEASE NOTE: Finance charges of 1.5% per month will be charged on unpaid slip balances not paid in full by March 31, 2021. Slip fees and other customer balances past due to LLM must be paid in full BEFORE spring launch date.

Boats for Sale

The OWNER understands and agrees that only signs provided by LLM may be posted on boats for sale in the LLM boatyard or in slips. For boats not listed for sale through LLM, LLM will provide a sign which reads "FOR SALE – Inquire Within", and will give persons who inquire any provided broker/OWNER contact info. Further:

- Persons wishing to board a boat for sale in the boatyard or on a slip/mooring must be accompanied by the OWNER or the broker enlisted by the OWNER. Brokers and OWNERS may not send prospective buyers to LLM unescorted.
- The OWNER understands and agrees that no broker and/or prospective buyer may board the boat in the boatyard or on the slip/mooring without first presenting LLM management with the broker's valid Certificate of Insurance.
- Further, the broker must check-in at the office upon each arrival at the boatyard; an advance courtesy-call from the broker is expected and is much appreciated. All business/visits should take place during LLM's normal business hours. Please feel free to provide outside brokers with a copy of this agreement as necessary.

Work on Boats and Safety

The OWNER understands and agrees that he may not employ 'outside help' to do work on the boat while in storage in the LLM boatyard or on slips/moorings unless LLM (or its subcontractors) is unable or unwilling undertake the work. The OWNER thus agrees to seek LLM's services (or its subcontractors) before attempting to employ 'outside help'.

Further, if 'outside help' is ultimately employed, the OWNER understands and agrees that his employed 'outside help' must present LLM management with a valid Certificate of Insurance and receive approval to do said work on the OWNER's boat from LLM management before work can commence.

All work being done on the boat by the OWNER, or the OWNER's volunteer, or the OWNER's employed 'outside help' will be allowed to continue at the sole discretion of LLM management, to ensure that such work is conducted in a manner that will not hinder or impact the work of others or create a hazard (physical or environmental) or create a unacceptable level of disruption to other customers.

OWNER must seek prior approval/advice from LLM management for any work OWNER plans to do on boat beyond routine maintenance. For example, environmental regulations require that tarps be used to fully collect all removed paint and paint dust when sanding/painting bottom or other exterior surfaces of boat, and power sanders must be equipped with dust collection systems.

Other Terms of this Agreement

Disclaimer: LLM shall not be responsible for theft, loss or damage to OWNER's (or their family members', guests', or 'outside help's') boat, auto, dingy or other craft, other belongings or any items left on OWNER's boat while at the docks or anywhere on LLM property.

Insurance: OWNER shall maintain insurance policies covering casualty/liability and hull (boat value) for the period covered under this agreement by insurers authorized to do business in the State of Vermont in amounts reasonably calculated to cover liabilities that may be incurred by OWNER during the course of performance of this Agreement, but in no amount less than \$500,000. OWNER shall provide certificates of such insurance to LLM with this signed document.

Indemnity: OWNER shall defend, indemnify and hold LLM, its principals, agents, employees and affiliated business entities (collectively "LLM") harmless from and against any and all claims, damages, costs, expenses (including attorney's fees and court costs) and liabilities (including settlements) brought or asserted by any third party against LLM related to, resulting from or arising out of any claim for personal injury, or property damage caused by action or inaction of OWNER, or the OWNER's family members or guests, or the OWNER's 'outside help' (as the term is used in this Agreement), whether negligence or intentional misconduct, in the course of performance of this Agreement.

The OWNER hereby holds LLM harmless with respect to damage or loss of the OWNER's boat and/or other property by fire, theft, wind, waves, the elements, or other conditions or forces beyond LLM's control leading up to, during, or after storage, launch, haul-out, or while at docks, moorings, or anywhere on LLM property. OWNER hereby holds LLM harmless with respect to any personal injury suffered by OWNER, or the OWNER's family members or guests, or the OWNER's 'outside help', in the course of performance of this Agreement.

I hereby understand and agree to these terms and further agree to abide by the Rules and Regulations for Customers of Ladd's Landing Marina.

OWNER Signature: _____ **Date:** _____

- (Please check box) – Current Insurance Certificate enclosed with this signed agreement (LIABILITY insurance minimum \$500,000 and appropriate HULL coverage)