



NAME: _____ (“Tenant”)
 ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
 HOME PHONE: _____ CELL PHONE: _____ EMAIL: _____
 BOAT REG #: _____ BOAT NAME: _____ MAKE OF BOAT: _____ YEAR: _____
 COLOR: _____ POWER OR SAIL: _____ LENGTH: _____ FT. BEAM: _____ FT.
 TRAILER PLATE #: _____ SLIP PREFERRED: _____

ELECTRICITY REQUIRED: YES NO

NON-ELECTRIC SLIP (\$45.00 per foot)
 ELECTRIC SLIP (\$55.00 per foot)

LENGTH (18’ minimum) _____ FT
 RATE PER FT (CIRCLE ONE) \$45 or \$55

TOTAL DUE \$ _____

All boaters in an electric slip will be billed monthly for their electric usage and provide their own electric adapters. Returned checks will result in cancellation of permit. MAIL CHECK (made payable to SamSen, LLC), COPY OF BOAT REGISTRATION, AND COPY OF APPLICATION TO:

SamSen, LLC (“Operator”)
 1281 State Route 96 N
 Waterloo, NY 13165

TERMS AND CONDITIONS FOR 2020 SEASON

1. Two non-transferable park vehicle pass will be issued to permit Tenant’s entrance to the park where the slip is located, without payment of the vehicle use charge. Use of facilities at other parks requires payment of appropriate fee.
2. Tenant agrees not to sell, transfer, assign or permit the use of his/her assigned dock space without the express written consent of Operator.
3. Only those persons specified on this Agreement shall be permitted to enter or operate the boat in the marina.
4. Docking a registered watercraft other than the craft referenced on this Agreement requires prior written permission of Operator and may require payment of additional charges as determined by Operator. Only one registered watercraft per slip.
5. All boats must be removed from the marina prior to the fourth Monday in October. A per night fee may be assessed for late removals as determined by Operator. In addition to such fee and all other remedy available at equity or law, Operator may remove any boat or equipment from the licensed dock space and, in the event Tenant fails to claim any items after thirty-days, take all sale and disposal actions permitted under the New York State Abandoned Property Law.
6. Slips and docks shall be kept neat and orderly and must be kept clear of all gear, tackle, rubbish, and other obstructions. Rowboats, dinghies, and other accessory equipment must be kept within the confines of the assigned slip. Heads (toilets) shall be dumped in designated on-shore dumping stations only.
7. Dock boxes, decks, furniture, and storage units are not permitted unless approved in writing by Operator.
8. All terms and conditions hereunder, all marina rules and regulations and all applicable State and Federal rules and regulations will be observed. If Operator determines that rules or regulations have been violated or that any prerequisites or conditions for the dock space hereunder have not been met, Operator reserves the right to reject any application for a slip, and/or to terminate without prior notice or refund, any permit issued. A per diem rate shall be assessed by operator in its discretion for any items or equipment not removed upon such termination.

9. Tenant and all guests and invitees shall respect the rights and privacy of others and maintain quiet hours from 10:00 p.m.-7:00 a.m. Amplification of music or other sound is not permitted. After three (3) complaints Tenant's license hereunder may be terminated by Operator in its discretion, and slip may be re-licensed with no refund.
10. Water and electrical accessories must be approved in writing by Operator. Water may be frozen, non-navigable and/or otherwise unavailable at any time. Modification of marina equipment and supply is prohibited. Due to any unforeseen issues, Operator cannot guarantee that electrical service or use of facilities or other utilities shall be continuous.
11. Pet owners must be able to show certificate proof of their pets' current rabies inoculation for pets on board. All pets are to be on a 6-foot maximum leash at all times. Tenant is responsible for behavior and clean-up of pets. After three (3) complaints regarding pets, Tenant's license under this Agreement may be terminated by operator in its sole discretion, and slip may be re-licensed with no refund. **RABIES CERTIFICATE #** _____ **EXPIRATION DATE:** _____
12. Special permits are required for commercial activities.
13. Tenant agrees to abide by all safety rules as posted and all coast guard regulations. Tenants are responsible for ensuring compliance of all obligations hereunder by all visitors, guests and invitees.
14. Operator shall not be responsible for property damage or personal injury to the Tenant, or any person upon the premises at the invitation or permission of the Tenant. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL OPERATOR BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE USE OF THE DOCK SPACE OR ANY OTHER SERVICE OR PROPERTY HEREUNDER, INCLUDING WITHOUT LIMITATION, DEATH OR BODILY INJURY, EMOTIONAL DISTRESS, PROPERTY DAMAGE, AND/OR ANY OTHER DAMAGES.
15. Payment in full is due upon receipt of related invoice. If you believe any invoice is in error, you must contact Operator immediately at 315-539-3353 and in writing.
16. This Agreement grants the Tenant a license, but not a lease, to tie up the subject craft at the subject marina, and Tenant understands and agrees that there is not a physical space which is specific for or exclusive to any tenant.
17. Operator shall retain the right to designate use of any dock space. Commercially reasonable efforts shall be made to assign the dock space requested. Operator may refuse to rent dock space to any person for any reason.
18. Tenant may perform work on its boats in the marina as long as such work does not interfere with the rights of other tenants or the operation of the marina. If someone other than Tenant performs work on its boat in the marina, prior written approval must be obtained from Operator and the service provider shall deliver to Operator evidence of such insurance as determined by Operator in its sole discretion.
19. In an emergency, Operator shall be permitted to move unattended boats or equipment to a safer location if possible. Provided, however, that Operator shall not be required to provide this service. Tenant shall indemnify and hold Operator safe and harmless from any and all liability, injury, loss or damage caused by or resulting to all persons and property due to an emergency.
20. Tenant agrees to have the watercraft covered by a full marine insurance package (hull coverage as well as indemnity and liability coverage) in amounts satisfactory to Operator, and to provide to Operator a copy of any such documents upon request.

The Tenant assumes all risks related to this Agreement and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, and hereby covenants and agrees to indemnify and keep harmless the People of the State of New York; Office of Parks, Recreation and Historic Preservation, SamSen, LLC, their officers and employees, from any and all claims, suits, losses, damage or injury to person or property of whatsoever kind of nature, whether direct or indirect, arising out of this Agreement or the carelessness, negligence or improper conduct of the Tenant or any servant, agent, employee, invitee or guest thereof.

SIGNATURE _____

DATE _____

ACCEPTANCE _____

DATE _____