



TOWN OF RIVERHEAD

East Creek Committee

Town Hall • 200 Howell Avenue
Riverhead, New York 11901
Tel. (631) 727-3200

November 6, 2020

Dear East Creek Boater:

Enclosed is the 2021 Docking Agreement. **Please fill out the form and mail back the information, along with your \$200 deposit,** to the Riverhead Recreation Department: 60 Shade Tree Lane, Riverhead. Attn: Doris Strange or East Creek

All 2021 deposits are due By December 11th. All open slips will be filled from the waiting list beginning December 14th. Full Payment is due no later than January 22, 2021. The 2021 rate will be determined at the first Town Board Meeting in January.

Outlined below are the items required for the 2021 Season:

- The following must be valid from April 15th through November 15th
 - Proof of residency
 - Certificate of Insurance—with the Town of Riverhead as additional insured
 - Boat Registration
 - Vehicle Registration
 - Vehicle Insurance
 - Valid Driver License

If you will no longer be using the East Creek Facility, please call Doris immediately at 631-727-3200 ext. 205.

We look forward to a safe and enjoyable boating season at East Creek.

Sincerely,

Raymond Coyne
Parks and Recreation Superintendent
Town of Riverhead Recreation Department
200 Howell Avenue
Riverhead, NY 11901

TOWN OF RIVERHEAD EAST CREEK DOCKING AGREEMENT

ON THIS THE ____ Day of _____, 20__.

This Boat Slip Rental Agreement is entered into on the above date by and between TOWN OF RIVERHEAD, owner EAST CREEK DOCKING FACILITY, hereby referred to as "Town" and _____ as tenant of Slip # ____ residing at _____ and for the dockage of a _____ (type of boat i.e. sailboat, outboard) _____, _____, _____ (insert: year, make, length-note this information must match boat title/registration certificate) with New York State Registration No.: _____.

1. **Term.** This Boat Slip Agreement is for:

a. The period beginning on April 15, 2021 and ending on November 15, 2021 unless and subject to modification by resolution of the Town Board

2. **Rents. FEE SCHEDULE:**

Resident Dockage Fee: length of boat ____ (vessels 18 feet or under pay minimum fee based upon 18 feet) x fee per foot (TB determine rate in January)	\$.00
Processing Fee \$200.00	\$ 200.00
Electric Fee # of lines \$TBD fee set by resolution of Town Board	\$.00
Total Amount Due: _____	\$.00
Payment Terms: Resident/Tenant must pay a minimum of 50% of the total amount due at the time of execution of the contract but no later than January 22, 2021. Full payment must be made prior to the beginning of the term (see above). All checks shall be made payable to " <i>Town of Riverhead</i> " and delivered, hand delivery or mail, to the Riverhead Recreation Department, 60 Shadetree Lane, Aquebogue, NY 11931, Attention: East Creek Docking Facility. Resident/Tenant shall be responsible for all fees or charges for insufficient funds, together with an additional processing fee. In the event the Resident/Tenant fails to make timely payments, Town may terminate this Agreement as set forth below.	

3. **Rules and Regulations.** Tenant agrees to be bound by the attached **Marina Rules and Regulations**; all applicable provisions of the Town Code for the Town of Riverhead; and any such town, state or federal rules and regulations that may be applicable but not limited to such matters as registration, docking, operation of boats/vessel at East Creek Docking Facility.

4. **Sublease.** Tenant agrees **not to** transfer, sublet, assign, or permit the use of their slip by any other person or vessel than described above.

5. **Insurance Coverage.** The Tenant agrees to maintain comprehensive liability and property damage insurance with a minimum liability coverage of \$300,000.00 dollars naming the Town of Riverhead as additional insured throughout the term of this agreement. Tenant must submit proof of insurance on or before the first day of slip usage. (*Note, as most homeowner provide coverage required above, it is recommended that Tenant contact policies cover this, check with your broker)

6. **Special Terms and Conditions.** Tenant must be a resident of the Town of Riverhead and submit proof of residency (i.e. tax bill). Tenant must provide a copy of motor vehicle registration and copy of vessel title/registration and attach to this license agreement.

7. **Foul Weather.** Tenant agrees that it is not relying in any way upon the skill or intervention of the Marina to protect the vessel should foul or dangerous weather threaten to damage, or damage the vessel. Tenant agrees to secure their vessel with half inch (.5") dock lines or better. The Tenant agrees to supply adequate fenders

(bumpers) of no less than eight (8) inches wide while moored on any floating dock.

8. Inspection Tenant agrees and consents to periodic inspections by the Town of Riverhead Bay Constable for compliance with Marina Rules and Regulations; all applicable provisions of the Town Code for the Town of Riverhead; and any such town, state or federal rules and regulations that may be applicable but not limited to such matters as registration, docking, operation of boats/vessel at East Creek Docking Facility.

9. Removal of Vessel Tenant agrees to remove the vessel on or before the end of the term of this agreement. In the event the Tenant fails to remove the vessel on or before the end of the term of this agreement, Town may impose a penalty for failure to remove a vessel in the amount of \$250.00 per day for each day or portion thereof that the vessel occupies the slip or is otherwise docked or moored at the East Creek Docking Facility after the end of the term of this agreement. Tenant agrees that if Tenant fails to remove the vessel for a period of 30 days or more after the end of the term set forth above, the Town may deem the vessel abandoned and remove the vessel and charge all costs for related to removal or storage to the Tenant. Notwithstanding the above, all rights and remedies set forth in paragraph 9 below shall be available to the Town.

9. Remedy for Breach of Agreement. In the event, the Tenant fails to pay the fees for the slip or electric usage; fails to remove the vessel, be it at the end of the term or at a date determined due to breach of this agreement; or remit payment for costs or reimbursement for costs related to damage or destruction to the East Creek Docking Facility (including designated parking areas, restrooms) caused by negligent and gross negligent acts by Tenant, the Town shall have all rights and remedies available under the laws of the State of New York to collect monies owed or reimbursement for repairs or replacement made necessary due to the damage/destruction caused by Tenant, together with the right to process and impose a mechanics liens on the boat/vessel for unpaid rent, dockage and other services and/or costs incurred by the Town.

10. Indemnity and Hold Harmless. The Tenant agrees to defend, indemnify and hold Town, its officials, officers, and employees harmless from any claims arising of any and all claims, injuries, damages, losses or suits including, attorney fees, arising out of or in connection with the performance of this agreement except for injuries and damages cause by the sole negligence of the Town. The Tenant agrees to defend, indemnify and hold Town, its officials, officers, and employees harmless from any claims arising of any and all claims, injuries, damages, losses or suits including, attorney fees, arising out of or in connection with use of the East Creek Docking Facility, be it caused by Tenant, other Tenants, guests and invitees of Tenant(s), including but not limited to, personal injury or property damage due to contact with Tenant's vessel or any fuel or appurtenances thereon, dock damage, environmental fines, and all other liabilities.

11. Termination. The Town may terminate this agreement for cause if the Tenant violates any terms or conditions of this agreement or its incorporated obligations. *If the Tenant violates any of the terms and conditions in this agreement, the Town shall have the option of terminating this agreement upon the Tenant of three (3) days notice in person or five (5) days written notice to Tenant posted onboard the vessel, without waiving any other rights hereinunder.*

12. Entire Agreement. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and it may not be amended except in writing signed by both parties hereto.

13. Choice of Law and Forum. Any dispute arising hereunder shall be governed by the laws of the **State of New York**, any action to enforce this agreement must be brought exclusively in the courts of **Suffolk County, New York**.

13. Severability. In the event that any provision of this agreement should be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect.

14. Binding Nature. This agreement is binding upon and shall inure to the benefit of all parties hereto and their respective heirs, successors, and assigns.

TO BE COMPLETED BY TENANT:

Boat Owner's Name: _____

Address: (Primary) _____

Address: (Secondary) and/or E-mail Address: _____

Cell Phone/Text Alerts: _____

Primary Phone: _____ Secondary Phone: _____

Boat Registration # NY _____ Exp. Date _____

Insurance Co. _____ Policy # _____

H.I.N # _____ Length _____ Width _____ Draft _____

Boat Name _____ Color _____ Year & Make _____

Type of Motor *(circle)* I/O Inboard Outboard Sailboat

Motor Vehicle License Plate # _____

Method of payment: CHECK** Check # _____ **All returned checks shall be subject to a \$20.00 fee.

TENANT CERTIFIES THAT THE PRINTED MATTER ON BOTH FRONT AND BACK OF THIS AGREEMENT HAS BEEN READ AND THE TERMS AND CONDITIONS SET FORTH HEREIN ARE FULLY UNDERSTOOD, FALSE STATEMENTS MADE HEREIN ARE PUNISHABLE AS A CLASS "A" MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW, STATE OF NEW YORK. THIS LICENSE MAY BE REVOKED AT ANY TIME. I acknowledge the terms of this license agreement.

Dated: _____

Tenant

***** FOR OFFICE USE ONLY *****

_____ RENEWAL _____ NEW APPLICATION DOCK# _____ PARKING PERMIT # _____

_____ PROOF OF RESIDENCE SLIP # _____ CERTIFICATE OF BOAT INSURANCE EXP.

BOAT REGISTRATION EXP. _____

GUEST PASS # _____ DRIVER LICENSE EXP. DOCK PERMIT # _____

_____ VEHICLE INSURANCE EXP. MOTOR VEHICLE REGISTRATION EXP. _____

TOWN OF RIVERHEAD, EAST CREEK MARINA MARINA RULES & REGULATIONS

- “No Wake” strictly enforced (Riverhead Town Code Chapter 106 entitled, "Waterways").
- No open flames or barbeques on the docks.
- No cleaning of fish, etc. on the docks.
- No painting on the docks.
- No animals permitted in the bathroom or showers for any reason.
- No unleashed animals - Dog owners must clean up their own dog waste.
- No storage of trailers, equipment or boats anywhere on the premises.
- No additional boat dockage without approval and payment.
- No attachments to docks or dock pilings.
- No garbage, other than household garbage, is permitted in the dumpsters.
- No discharge of sanitary waste into the creek. All boats with holding tanks must be pumped out privately or at an approved pumping station.
- In the event of a storm, it is the responsibility of the boat owner to secure, remove or take whatever precaution necessary for the safety of the boat, other boats and the facility. Boat owners will be held responsible for damage to docks and other boats caused by failure to take this precaution.
- As a result of a sale, a new owner has **no** right to the dock slip without approval from the Town.
- No year round occupancy.
- Applicant must notify the Town of Riverhead of any change in the boat information, (ie. length, make, color, etc.).
- One slip shall be allowed per resident.
- No slip may be used for commercial purposes.
- Assigned slips are not transferable.
- All applicants must be 18 years of age or older.
- The Town or the Town Board shall not be responsible for any personal injury, loss of life or damage to property of the applicant or passengers, guests, spectators or employees of the applicant in connection with the use of the docking facility.
- Applications received without payment will be returned.
- Slip assignments will be made at the discretion of the Town. An effort will be made to accommodate a preference when possible.
- The Town of Riverhead will provide a full dockage refund only in the event of a cancellation prior to February 26, 2021.
- All tenants must be in compliance with all Riverhead Town Codes which are available on the Town website @ www.townofriverheadny.gov.

**UTILITIES WILL BE AVAILABLE ON APRIL 15th
AND WILL TERMINATE ON NOVEMBER 15th**