

**Marina:** 5 Dock St.  
 Plattsburgh, NY 12901  
 Tel: 518 561-2800  
 Fax: 518 561-0704

**Main Office:** 591 Lake Shore Road  
 West Chazy, NY 12992  
 Tel: 518 846-8323  
 Fax: 518 846-8325

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## PLATTSBURGH BOAT BASIN 2010 Spring/Summer Reservation

**NAME** \_\_\_\_\_ **BOAT Length** \_\_\_\_\_ **Make** \_\_\_\_\_  
 (First) (Last)

Street Address \_\_\_\_\_ Name \_\_\_\_\_

Street Address \_\_\_\_\_ Registration \_\_\_\_\_

City \_\_\_\_\_ Beam \_\_\_\_\_ Draft \_\_\_\_\_

State \_\_\_\_\_ Key Combo \_\_\_\_\_

Postal Code \_\_\_\_\_

Home Tel \_\_\_\_\_ Work Tel \_\_\_\_\_

E-Mail Address \_\_\_\_\_

SEASONAL DATES: MAY 15 - OCT 15				Office Use Only	
				PAYMENT PLAN:	Invoice# _____
DOCK # _____	Season	\$68/ft	* _____	<b>1)</b> Subtotal	_____
	A/C		** _____		
	Month	25/ft	_____	10% Deposit	_____
	Week	10/ft	_____	40% Due 1/1/10	_____
	Day	1.50/ft	_____	50% Due 4/1/10	_____
JetSki	Season	\$525	_____		
Dinghy(non-mooring)	Season	\$525	_____	OR	
Mooring # _____	Season	\$48/ft	_____	<b>2)</b> Subtotal	_____
	Month	18/ft	_____	10% Deposit	_____
	Week	8/ft	_____	Due 10/1/09	_____
	Day	25/flat	_____	Due 11/1/09	_____
				Due 12/1/09	_____
Solings		\$800.00	_____	Due 1/1/10	_____
				Due 2/1/10	_____
Dry Summer Storage		\$12/ft	_____	Due 3/1/10	_____
				Due 4/1/10	_____

If you would like PBB to process automatic credit card payments for you on the due date please submit the information on the back of this form. If paying with postdated checks please attach to this page.

\* The price includes water and basic electricity.

\*\* There is an additional charge of \$200 per season for boats with electric heat and/or air conditioning.

Rates are subject to change any time after October 1st, 2009.

Signature \_\_\_\_\_ Date \_\_\_\_\_

# PLATTSBURGH BOAT BASIN

## BOAT SPACE AGREEMENT

PLATTSBURGH BOAT BASIN agrees to furnish services as indicated on page one of this contract for the charge shown.

THE OWNER will pay for services as follows: A 10% deposit is required at the time of reserving the dock or mooring; 40% of the total charge is due on January 1, 2010; the 50% balance is due on April 1, 2010 OR 7 equal monthly payments. A missed payment is considered a contract default which results in forfeiture of the dock or mooring. **THERE WILL BE NO REFUNDS MADE AT ANY TIME THROUGHOUT THE SEASON - NO EXCEPTIONS!**

Winter storage fees are due when the boat is hauled out of the water. Service charges will be imposed on any amounts not paid when due on the unpaid balance computed at the end of each month. This is an effective rate of 18% per annum.

THE MARINA shall have a lien upon the owner's boat and equipment for space or service charges. To satisfy the lien, the marina may sell the boat and/or equipment at public or private sale if the debt is not fully satisfied 3 months after due date. The owner shall be obligated to pay any deficiency resulting from said sale to include attorney's fees.

OWNER agrees to have his boat out of his rented slip by the end of the season as Plattsburgh Boat Basin will start pulling docks by October 15th. If owner's boat is still on the dock/mooring after October 15th, when the season officially ends, Plattsburgh Boat Basin can remove, winterize and store owner's boat at owner's expense.

THE MARINA will observe the haul and launch dates as established herein as nearly as possible in keeping with its boat handling capacity and as weather conditions permit.

THE OWNER is required to leave a key to his boat at the marina office prior to docking or mooring said boat at Plattsburgh Boat Basin for the marina's use. Sufficient lines, fenders and other necessary tie-up gear, mooring snubbers required, will be furnished aboard the boat by the owner prior to launching and the owner accepts full responsibility for the condition of such gear and for any damage that may result from its failure.

PLATTSBURGH BOAT BASIN is not required to provide tie-up facilities after launching as a condition of this agreement unless so ordered and paid. THE OWNER will be responsible for his own mooring and/or dock lines, including picking them up at haulout. PLATTSBURGH BOAT BASIN does not take responsibility for holding owner's lines until the following season. Also, boats may be moved to a different tie-up for PLATTSBURGH BOAT BASIN'S convenience at any time without prior notice.

**THE OWNER is required to notify the marina in advance when the owner expects to have his boat out of his rented slip for more than one day or overnight. THE MARINA may occupy or lease the slip for other purposes during this period. If the owner does not notify the marina and the marina was able to rent the slip but couldn't because the owner did not let the marina know then, the original lessee of the space as on file at the marina office shall be charged the \$1.50/ft of revenue lost because of the owner's negligence in notifying the marina.** Subleasing of slips or transfer of boats between slips will not be permitted without prior written permission from the marina.

THE OWNER shall not display "FOR SALE" signs on his/her boat and any sale of the owner's boat from Plattsburgh Boat Basin shall be brokered through the marina which shall be entitled to a reasonable commission.

THE OWNER agrees that the marina shall not be liable under any circumstances whatsoever for any damage of any property of the owner's boat including the boat described herein, whether damage is caused by confiscation, order of any government or public authority, discoloration from natural or inherent causes, collision with underwater objects, high or low water, fire, theft, weather conditions, vandalism, and/or acts of God. The marina is not responsible for any losses on or damage to other boats or property caused by the owner. Any boat which may sink in the marina shall be removed by the owner at his expense or, if not done within 24 hours, by the marina at the expense of the owner.

**INSURANCE - THE BOAT OWNER SHALL BE RESPONSIBLE FOR OBTAINING AT OWNER'S EXPENSE ANY PROPERTY DAMAGE, FIRE, THEFT, OR SIMILAR INSURANCE UPON SAID BOAT. PLATTSBURGH BOAT BASIN SHALL NOT BE REQUIRED TO PROVIDE ANY SUCH INSURANCE.**

All boats shall be tied up in berths in a manner acceptable to the marina or the marina may access a service fee for labor and materials. The owner shall be responsible for the conduct and actions of his guests as well as him/herself.

It is understood and agreed to by THE OWNER that he may not hire or otherwise employ outside help to do work on the vessel while it remains at Plattsburgh Boat Basin by other than marina employees. If owner does his own work, he must dispose of his own waste materials such as oil and gas. If he elects Plattsburgh Boat Basin to do the disposing, the owner will be charged a reasonable fee. **ANY PERSON CAUGHT LEAVING OLD OIL OR GAS AROUND THE MARINA WILL BE ASKED TO LEAVE! ANY PERSON BRINGING GAS IN CONTAINERS TO FUEL UP THEIR BOAT WILL BE ASKED TO LEAVE THE MARINA!**

All vehicles not properly parked will be towed away at owner's expense. Each marina patron will be issued three passes as part of their Plattsburgh Boat Basin membership. One pass will be for their vehicle; one pass will be for their boat; the third pass will be for one guest vehicle. **THESE PASSES MUST BE DISPLAYED** on the boat or car while parked at Plattsburgh Boat Basin OR Plattsburgh Boat Basin will assume that the boat or car belongs to someone other than a marina member and **THE BOAT OR CAR WILL BE TOWED AWAY AT THE OWNER'S EXPENSE.**

It is also understood and agreed to by THE OWNER that while their vessel is moored at Plattsburgh Boat Basin, the marina requires the vessel to have a working anchor light on board from sunset to sunrise. THE OWNER is legally responsible and will be held liable if any accident happens because of negligence concerning the United States Coast Guard Anchor Light Law.

OWNER understands and agrees that the marina makes no specific or implied warranty as to the safety, condition, or suitability of any equipment, property or device owned or leased by the marina which may be used by the owner or his family or guests.

OWNER covenants and agrees to save harmless and indemnify Plattsburgh Boat Basin from any claims, suits and damages sustained by the marina arising from the operation of this agreement including responsible attorney's fees incurred by the marina in defense of any claim brought by any person(s) who are guests or invitees of the owner, including members of the owner's family.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Auto Payments: CC# \_\_\_\_\_ Exp Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Initials: \_\_\_\_\_

Pin # (located on back of card): \_\_\_\_\_

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August 2009

Dear Valued Boater,

Thank you for contributing to the success of our 14th season at Plattsburgh Boat Basin! We are very pleased with the continuing number of compliments on both appearance and services. You can be sure that PBB is dedicated and striving for 100% satisfaction as more improvements are in the works for 2010.

As you all know the cost of doing business is going up – utilities, insurance, labor and taxes. Unfortunately this year we have revised our rates and enforcing the rate of \$200 for heat or air conditioning. We hope you will understand our decision.

Attached please find your 2010 Summer Reservation Contract. Please note that we are again offering a choice of *TWO* payment plans, both requiring a 10% deposit. The rate for the 2010 boating season is \$68/ft for docking; \$48/ft for mooring if reserved by 9/15/09 with a 10% deposit.

Due to the number of inquiries we are receiving for 2010, we are now offering dockage to our present patrons. You have until **September 15th, 2009** to reserve your preferred dock space for next season; all remaining spots will be filled starting 9/16/09. **Reservations received with a 10% deposit before the 15th of September will be given priority.**

In the past our policy has always been (please refer to p. 2 of the contract) to use your dock or mooring for transient boats. We only use your spot if you advise PBB that you are leaving overnight. Not everyone does this. Due to the limited docks/moorings we have for transient boaters we will be enforcing our charge (\$1.50/ft) to you if you do not advise us that you will be leaving. For the 2009 Summer we introduced the “Premier Dockage/Mooring” – for an additional \$10/ft you will have inclusive use of your dock/mooring and we will not use it for overnight boaters. When paying the deposit please let us know if you would like to use the Premier option.

As an incentive for winter storing with us, we discount 10% off the winter storage rate if you pay on or before the haulout date. *Winter Reservation forms are now at the store.* Please be reminded that prices are subject to change after October 1<sup>st</sup>, 2009.

Year-round patronage is essential to enable us to continue to provide you with the service you deserve. So reserve now and pass on the information regarding our rates to your friends!

If there is anything we can do to make your summer at PBB more enjoyable please let us know.

Thank you for your continued patronage and best wishes to everyone! As always, your comments and/or concerns are appreciated.

Sincerely,

James D. Carter & Arthur Spiegel