

PLATTSBURGH BOAT BASIN, INC.-MANAGEMENT CO.-City Marina

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

City Marina: 2 Dock St.
Plattsburgh, NY 12901
Tel 518-324-7245
Email: kentj@westelcom.com

August 2021

Dear Boaters,

It is with great enthusiasm that we announce that the City of Plattsburgh Marina is now under the Management of Plattsburgh Boat Basin. We are very optimistic that this collaboration of side by side marinas will offer an efficient operation with added services.

The General Manager of both marinas is Steve who can be contacted at 518-561-2800 or on VHF channel 06. Dockhands will be serving both marinas and can also be reached on VHF channel 06.

Office Manager is Joan who can be contacted at 518-846-8323 or by email: kentj@westelcom.com.

Attached is a contract for the 2022 Summer season. Please note that when signing up in the fall a 10% is required to reserve a slip. The rate for the 2022 boating season for docks is \$78/ft (moorings at \$53/ft) if you are reserving by October 15th, 2021 AND winter storing at Plattsburgh Boat Basin (1st column). The rate of \$80/ft (moorings at \$58/ft) is if you are reserving by October 15th, 2021 but NOT winter storing at PBB (2nd column). If reserving after October 15th your rate is at \$85/ft for dockage (moorings at \$60/ft) (3rd column). Please select the correct column for your rate.

All boats in the marina will be charged a minimum of the length of your dock your are assigned to, regardless of the length of your boat unless it is a decision of the marina. Example: if your boat is 30' in length on a 32' dock you would pay for a 32'. If you are a 34' on a 32' dock you pay for a 34'.

An important part of your contract on page 2 pertains to our policies. Upon reading should you have questions/concerns please feel free to contact our office.

The ships store at PBB will now gladly offer discounts to both PBB and PCM cusotmers a 10% discount on marine supplies as well as a 5% discount on gas or diesel. With handing in receipts of 4 pumpouts, you will be given the fifth pumpout at no charge.

We have also attached the 2021 Winter Storage Contract. PBB also offers an incentive for winter storage. If you reserve and pay for the storage before haul out, you receive a 10% discount. 2021 Winter Storage rate is at \$28/ft. We offer full winterization and shrinkwrap. If you do not have a cradle PBB also has rentals of tripods/jack stands suitable for your size boat.

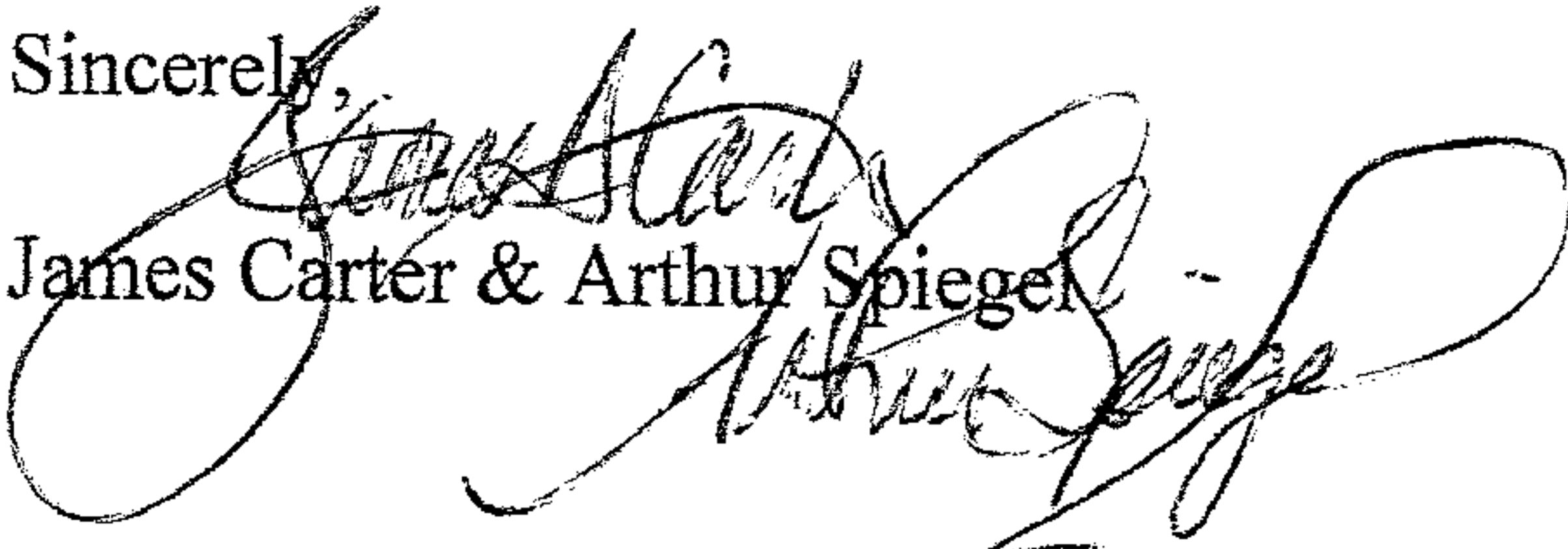
The 2021 Winter Contracts and 2022 Summer Contracts will be available in the PBB store at the end of August 2021.

If there is anything we can do to make your stay with us more enjoyable, please let us know. We want the Plattsburgh Boat Basin and the Plattsburgh City Marina to continue to be the premier boating spot on Lake Champlain.

THANK YOU FOR YOUR PATRONAGE AND BEST WISHES TO EVERYONE!!!

Sincerely,

James Carter & Arthur Spiegel



**PLATTSBURGH BOAT BASIN, Inc-Management Co.-City Marina
2022 Spring/Summer Reservation**

Marina: 2 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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NAME _____	BOAT Length _____ Make _____
Street Address _____	Name _____
Street Address _____	Registration _____
City _____	Beam _____ Draft _____
State _____	Key Combo _____
Postal Code _____	DINGHY Make _____
Home Tel _____	Registration _____
Cell Tel _____	E-Mail Address: _____
Work Tel _____	

SEASONAL DATES: MAY 15-OCT 15		Reserve by 10/15/21	Res by 10/15/21	After 10/15/21
		& Winter Storage	& No Wntr Strg	

Dock # _____ (32' Fingers)	Season	\$78/ft _____	\$80/ft _____	\$85/ft _____
	Month	\$30/ft _____		\$30/ft _____
	Week	\$14/ft _____		\$14/ft _____
	Day	\$ 2/ft _____		\$ 2/ft _____

Mooring # _____	Season	\$53/ft _____	\$58/ft _____	\$60/ft _____
	Month	\$22/ft _____		\$22/ft _____
	Week	\$12/ft _____		\$12/ft _____
	Day	\$30/flat _____		\$30/flat _____

Solings	Season	\$800 _____	\$800 _____
Dinghy (non-mooring)	Season	\$600 _____	\$600 _____
Jetski	Season	\$600 _____	\$600 _____
Dry Summer Storage		\$20/ft _____	\$20/ft _____
Kayak Storage		\$50 _____	\$50 _____

PAYMENT PLAN: Dock or Mooring Fee		Invoice# _____
(1)*Subtotal _____	OR (2)*Subtotal _____	
10% Deposit _____	10% Deposit _____	Due 1/1/22 _____
40% Due 1/1/22 _____	Due 10/1/21 _____	Due 2/1/22 _____
50% Due 4/1/22 _____	Due 11/1/21 _____	Due 3/1/22 _____
	Due 12/1/21 _____	Due 4/1/22 _____

If you would like PBB to process automatic credit card payments for you on the due date please submit the information on page 2. If paying with postdated checks please attach to this page. The price includes water and basic electricity.

Rates are subject to change any time after October 1st, 2021.

*****ALL CONTRACTS MUST BE SIGNED IN PERSON.*****

Signature _____ Date _____

PLATTSBURGH BOAT BASIN, INC.

Boat Space Agreement

This agreement made this _____ day of _____ 2021 by and between PLATTSBURGH BOAT BASIN, INC., (hereinafter 'PBB') a duly organized corporation existing and duly authorized to conduct business in the State of New York with offices located at 5 Dock St., Plattsburgh, New York, 12901 and _____, residing at _____ (hereinafter 'Boat Owner').

PBB agrees to furnish space and services as indicated on page one of this contract for the charge shown.

The BOAT OWNER will pay for services as follows: A 10% deposit is required at the time of reserving the space: 40% of the total charge is due on January 1, 2022; the 50% balance is due on April 1, 2022 OR 7 equal monthly payment starting October 1st, 2021 and due on or before the first day of each month thereafter balance due on April 1st, 2022. Any contract default results in forfeiture of the space and will entitle PBB to ensure collection of the full amount. A service charge of 1.5% will be imposed on any amounts not paid. This is an effective rate of 18% per annum. THERE WILL BE NO REFUNDS MADE AT ANY TIME THROUGHOUT THE SEASON - NO EXCEPTIONS!

PBB shall have a lien upon the BOAT 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 BOAT OWNER shall be obligated to pay any deficiency resulting from said sale to include attorney's fees and all other costs of collection.

The BOAT OWNER agrees to have his/her boat out of the rented space by the end of the season (October 15th) as PBB will start pulling docks by October 15th. If BOAT OWNER'S boat is still at the space on October 31st, PBB can remove, winterize and store the BOAT OWNER'S boat at BOAT OWNER'S expense. PBB 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 BOAT OWNER is required to leave keys to their boat at PBB'S marina office prior to docking or mooring to said boat. Sufficient lines, fenders, mooring snubbers and other necessary tie-up gear required, will be furnished aboard the boat by the BOAT OWNER prior to launching and the BOAT OWNER accepts full responsibility for the condition of such gear and for any damage that may result from its failure. THE BOAT OWNER will be responsible for his/her own mooring and/or dock lines, including picking them up at haul out. PBB does not take responsibility for holding BOAT OWNER'S lines until the following season. PBB reserves the right to relocate the BOAT OWNER'S boat to a different space when deemed necessary. All boats shall be tied up in a manner acceptable to PBB or PBB may assess a service fee for labor and materials.

PBB prohibits the use of BBQs while at dock.

The BOAT OWNER understands and agrees that they will have a working anchor light on board from sunset to sunrise within the mooring field at PBB. The BOAT 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.

The BOAT OWNER is required to notify PBB in advance when the BOAT OWNER expects to have his boat out of his rented space for overnight. PBB may occupy or lease the slip for other purposes during this period. If BOAT OWNER does not notify PBB and PBB was able to rent the slip but could not because the BOAT OWNER did not notify PBB, the original lessee of the space as on file at the marina office shall be charged the \$2.00/ft of revenue lost because of the BOAT OWNER'S negligence in notifying PBB. Subleasing of space or transfer of boats between spaces will not be permitted without prior written permission from PBB.

The BOAT OWNER shall not display "FOR SALE" signs on his/her boat and any sale of the BOAT OWNER'S boat from PBB shall be brokered through the marina which shall be entitled to a reasonable commission.

The BOAT OWNER agrees that PBB shall not be liable under any circumstances whatsoever for any damage of any property of the BOAT 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. PBB is not responsible for any losses on or damage to other boats or property caused by the BOAT OWNER. Any boat that poses a safety risk or environmental hazard shall be removed immediately by the BOAT OWNER at his/her expense or removed by PBB at the expense of the BOAT OWNER.

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

It is understood and agreed to by the BOAT OWNER that he/she may not hire or otherwise employ outside help to do work on the vessel while it remains at PBB other than marina employees. If BOAT OWNER does his/her own work, he must dispose of his/her own waste materials such as oil and gas. If BOAT OWNER elects PBB to do the disposing, the BOAT OWNER will be charged a reasonable fee. Any person leaving old oil or gas around the marina or any person bringing gas in containers to fuel up their boat will be deemed in default of this agreement, asked to leave the marina and forfeit any monies paid to PBB! The BOAT OWNER shall be responsible for the conduct and actions of his guests as well as him/herself!

Any vehicles not properly parked will be towed away at the owner's expense. Each BOAT OWNER will be issued two passes as part of their PBB reservation. One pass will be for Boat Owner's vehicle; 2nd will be for one guest vehicle. THESE PASSES MUST BE DISPLAYED on the car while parked at PBB or PBB will assume that the car belongs to someone other than a BOAT OWNER and the CAR WILL BE TOWED AWAY AT THE OWNER'S EXPENSE.

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

The BOAT OWNER covenants and agrees to save harmless and indemnify PBB from any claims, suits and damages sustained by PBB arising from the operation of this agreement including reasonable attorney's fees incurred by PBB in defense of any claim brought by any person(s) including the BOAT OWNER, members of the BOAT OWNER'S family, guests or invitees.

GOVERNING LAW: This Agreement and the performance thereof and any and all claims, rights, duties, or obligations of the parties hereto shall be governed, interpreted, construed, regulated, controlled, and determined by the application of the laws of the State of New York.

SITUS: Any claim or dispute arising hereunder must be brought in the State of New York, Supreme Court, County of Clinton.

BOAT OWNER'S SIGNATURE: _____ DATE: _____

Auto Payments: _____ Exp Date: ____/____/____ Initials: _____ Pin# _____

PLATTSBURGH BOAT BASIN INC. AUTHORIZED BY: _____