

2023 Seasonal Dockage Contract



Name: _____ Spouses Name: _____
Street Address: _____ City: _____ State _____ Zip: _____
Phone Number: _____ Email: _____
Boat Name: _____ OH#: _____ Reg#: _____
Year: _____ Make: _____ Model: _____ Length: _____
Requested Dock #: _____ Dock Price \$: _____ DOB: _____

NOW THEREFORE, in consideration of the agreement herein, the parties agree that:

1. Marina grants to customer a non-transferable and non-assignable right to use the assigned slip for the term contemplated herein in accordance of the restrictions and limitations imposed herein.
2. Marina retains the sole right to re-designate the dock space Contracted to a similar place within the Marina.
3. Marina may refuse to contract dock space to any person for any reason.
4. No open fires permitted on dock or within a slip, including grills.
5. Customer agrees not to sell, transfer, assign or permit the use of assigned dock space with the express written consent of the Marina.
6. If a customer desires to dock an additional watercraft other than the described watercraft, written permission from Pier 53 Management must be obtained and Customer must pay additional charges attributable to additional watercraft in the water. No reduction of rent shall occur for smaller watercraft.
7. Only persons specified are permitted to enter or operate boat in the Marina, and no person shall engage in commercial activity in the Marina without prior consent of the Marina.
8. Customer agrees to hold Marina harmless and not liable for any loss caused or incurred during launching, storage, transporting or commissioning, caused by weather or any other event beyond the control of Marina. Marina will not be held responsible for damage from heat, freezing or loss of utility service.
9. Marina does not agree that electrical, water, WIFI or video service shall be continuous. Customer shall not use the Marina's electrical outlets to operate power tools, equipment, machinery etc. unless permission has been given by the Marina. Electricity may be metered and charged in addition to rent at the discretion of the Marina.
10. Use of open flame device, toxic chemicals, or any other hazardous equipment or supplies in the docking area is prohibited.
11. No gasoline containers are allowed to be stored on or may be transported over the docks. All gas and oil must be handled at the service dock.
12. Customer shall use the docks and attached facilities for reasonable and typical boating activities. Alteration to the docks, piles, walkways, water pipes, electrical connections and video/telephone connections is strictly prohibited, with no exceptions. No attachment of any kind to the docks or piles is permitted under any circumstances without advance written permission from Pier 53 Management. Barbecues, bicycles and other obstructions are not permitted on the docks. Customer agrees not to dispose of waste or trash in docking areas. Customer shall not cause damage to docking facility through excessive wear and tear, create any unnecessary disturbance or nuisance, or store rubbish on the docking facility. Customer shall comply with all laws and regulations.
13. Dock Box and Step Policy. Pier 53 Marina has established standards for type and size of dock boxes and steps permitted in the marina. These standards are to ensure that our docks continue to have a uniform and clean look for years to come. Pier 53 Marina dock boxes shall be white in color and triangular for finger docks and low-profile rectangular for T slips. Not all slips can accommodate a dock box. Please see Marina office for availability and type based on slip. Dock boxes are not mandatory but must be approved by and installed by Pier 53 Marine. Pier 53 Marine steps shall be white in color and made of plastic or fiberglass. Steps are not mandatory but must be approved by and installed by Pier 53 Marine. Dock boxes and steps shall not interfere with walkways. Policy is in effect for all new Dock phases.
14. Customer may perform minor maintenance work on their own boat as long as such work does not interfere with the rights of this Marina or the operation of the Marina, and Customer will comply with all environmental regulations. **Outside Contractors will not be permitted on the property or in the Marina.**
15. If Customer violates any of the terms and conditions contained in the Contract, Marina shall have the option of terminating this Contract upon ten days written notice to Customer. Customer shall remove their boat from the Marina prior to the end of the ten day period. Verbal abuse of Marina personnel may result in Contract termination. No refunds given.
16. Customer grants the Marina any and all liens which may be applicable upon the boat, motor and all attached equipment and all personal property within the boat, to secure any and all fees, services and materials supplied to Customer by Marina during the term of this Contract. Customer gives Marina the authority to seize the boat and its contents and to foreclose the lien through the relevant provisions of the law and the Ohio Revised Code.
17. Customer shall not remove their boat from the dock space until all charges secured by the liens described in paragraph 16 have been paid in full.
18. Customer agrees to reimburse Marina for reasonable attorney fees and costs relating to a suit or other collection efforts by Marina against Customer to collect any amounts due under this Contract or any amounts due and secured by the liens described in paragraph 16 of this Contract.
19. If customer fails to remove their boat/equipment in a timely manner and from the Marina's dock space at the termination of the Contract, Customer agrees to pay the Marina a fee at the prevailing rates until the boat is removed; the collection of which rent may be enforced in the same manner as set forth previously for other fees due. Further, Marina shall have the right to remove the boat from the slip for safekeeping.
20. Insurance and Releases: Customer agrees to have the water craft covered by full insurance naming Pier 53 Marine as an additional insured and requiring the Insurance Carrier to give the Marina 30 day advance notice of the cancellation of the policy. Customer agrees to release, discharge, and hold harmless the facility or Marina from any and all responsibility or liability for injury (including death), loss, or damage to persons or property in connection with Marina's docking facility or Marina except as may be caused by Marina's gross negligence. This release, hold harmless and discharge of obligation shall cover without limitation and any loss or damage resulting from Marina's employees docking, or hauling Customer's boat, vandalism, theft, hail, high/low water, wind, collision, ice, rain and any act of God. Customer waives any subrogation right against Marina.
21. Customer shall deliver to Marina duplicates of all keys required to access and operate the boat. Marina shall enter Customer's boat only in the event of emergency or enforcement under paragraph 16.
22. In an emergency situation, Marina shall be permitted but is not obligated to move, protect, or secure Customer's boat. Customer will be billed at Marina's prevailing rates for the service rendered. Customer shall be required to pay all costs incurred by the Marina on Customer's behalf.
23. Customer agrees to obey all State and Federal Laws, rules and regulations, including those promulgated by the United States Coast Guard and/or US Corps of Engineers, if applicable, regarding the operation of water craft in and or about the Marina.
24. Marina payment policy is that all service invoices are due upon completion. Your boat will not be launched or dock made available until all outstanding invoices are paid in full. A monthly late fee of 2% shall be added to overdue accounts.
25. Customer agrees not to display "For Sale" sign or signs from Outside Vendors to sell their boat.
26. Waste containers are provided throughout the Marina, waste must be contained in trash bags prior to disposal.
27. Customer agrees that restroom cleanliness is the responsibility of all dock holders. There will be regularly scheduled restroom clean ups, however, all dock holders agree to clean up after themselves.
28. Pets are welcome in the Marina, Customer agrees to keep pets properly controlled and leashed. Pet owners are responsible for removing and properly disposing of pet waste.
29. Parking is permitted in designated areas only.
30. Boat trailer and storage is available, see Marina office for pricing.
31. Noise restrictions in the Marina will be enforced after 11 PM on weekdays and 12 AM on weekends. Please be courteous to surrounding dock holders so as to not create a disturbance.
32. Marina will be open April 15, 2023 - October 15, 2023, no amenities are guaranteed before or after these dates, weather permitting.

Payment/Deposit: \$ _____

Credit Card: _____ CCV: _____ Exp Date: _____ Zip: _____

Signature: _____ Date: _____ Check#: _____

There will be a 3% service charge on all credit card payments

