



## 2019 Boat Slip & Mooring Lease Agreement

### BOATER INFORMATION

Boat Owner(s) Name:	
Phone(s):	
Contact Email:	
Boat Name:	Boat Length:
Make:	Model:
Registration #:	Boat Color:

**\*\* A copy of your current, valid boat registration is REQUIRED \*\***

1. **Parties.**

This Boat Slip and Mooring Lease Agreement (hereinafter "Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_ (month/year), between \_\_\_\_\_ (hereinafter "Boat Owner(s)") and the City of Burlington, Department of Parks and Recreation (hereinafter "City").

The City's address for the purposes of this Lease is 645 Pine Street, Suite B, Burlington, VT 05401  
 The Boat Owner(s) address is \_\_\_\_\_. The Boat Owner(s) certify ownership of the above described boat and accept full responsibility for any authorized user of the boat to follow the terms of this lease agreement and the rules and regulations of the Marina.

2. **Limit on Use.**

This Agreement allows dockage for the above described boat at the City of Burlington's Marina located on the Lake Champlain waterfront (the Marina).

No person shall tie up to any slip, bulkhead or mooring at the Marina without executing a lease agreement, providing a valid boat registration and making payment in full. By doing so, the boat owner(s) acquire a boat or mooring permit by receiving a completed and approved contract. **Docking and mooring permits are not transferable** and the City reserves the right to use reserved accommodations during temporary vacancies by the slip holder.

Boat Owner agrees to give the City prior notice regarding any departures and return dates, when the length of vacancy is for 24 hours or longer.

**No private sub-leasing of slips or moorings, or transfer of ownership of boats between slips or moorings, are allowed at the Marina. Slip owner(s) must be the primary user(s) of the vessel. Boat owner(s) in violation are subject to the permanent loss of slip or mooring.**

**The valid boat registration must match the boat owner and slip/mooring renter. The person(s) on this agreement must have been the primary occupant on our waitlist.**

3. **Term.**

This lease agreement commences on May 15 and terminates on October 15, unless sooner terminated as hereinafter provided. However, the parties agree that weather, water level, and other environmental conditions at the Marina, determined in the sole discretion of the City, may result in the actual boating season beginning and ending on dates other than the stated term of this lease agreement. If a change in the opening date and/or closing date of the season occurs, **no fee adjustments** to this lease agreement will be made.

4. **Rent.**

The rental rate shall be \$ \_\_\_\_\_ USD for the season. **All slip and mooring rentals must be paid in full by May 1.** Rents will not be prorated for boat arrivals after the first day of the season nor will rents be prorated for boat departures prior to the close of the season. All boat slip and mooring fees are **nonrefundable**.

5. **Electrical Service.**

Electric service shall be provided by the City and included in the lease payment at the Boathouse Marina only. There is no electric service available at Perkins Pier.

6. **Relocation and Termination.**

The City reserves the right to change existing dockage and mooring assignments at the Marina at its sole discretion, and to terminate this lease should the terms under which it is issued be violated.

a. Termination by City.

- (i) For cause. The City may terminate this agreement for cause if the Boat Owner violates any terms or conditions of this agreement or its incorporated obligations. If the Boat Owner violates any of the terms and conditions in this agreement, the City shall have the option of terminating this agreement upon the lessee with as few as three (3) days actual notice, or ten (10) days written notice to Boat Owner posted onboard the vessel, without waiving any other rights herein. Boat Owner must remove the boat from the slip or mooring prior to the end of the notice period.
- (ii) Not for cause. The City retains the right to terminate this agreement without cause, at any time, upon ten (10) days written notice to the Boat

Owner. In such cases, any prepaid fees, charges, or expenses shall be prorated and any surplus returned to the Boat Owner, and Boat Owner shall remove the boat by the termination date so noticed. Nothing in this paragraph shall waive any other right of the City under this agreement, at law, equity or admiralty.

- (iii) Removal. If the Boat Owner fails to remove the boat and equipment from the rented slip or mooring after the termination or expiration of this agreement, after proper notice of same the City shall be entitled to:
  - i. Remove the boat and store or re-dock the boat at any location in any commercially reasonable manner, all at the expense and on the account of the Boat Owner, and until all the Boat Owner's fees and charges are brought current;
  - ii. Lock the boat in place until all the Boat Owner's fees and charges are brought current;
  - iii. Charge the boat owner the then current transient rate per day for so long as the boat remains in the Marina until all the Boat Owner's fees and charges are brought current;
  - iv. Exercise any other right the City shall have at law, equity, or admiralty;
  - v. Any combination of any or all remedies set forth in this paragraph 6.
- b. Termination by Boat Owner. Boat Owner shall give the City five (5) days written notice prior to departure, except in case where Boat Owner intends to stay less than 30 days, in which case termination notice must be given upon arrival.

7. **Default.**

If the Boat Owner fails to timely make rental payments, or in any other material way fails to comply with the terms of this lease agreement including violation of the Marina's rules and regulations during the term of this lease agreement, the City shall have all remedies set forth in paragraph 6.a. above.

8. **Rules, Regulations and Use.**

Boat Owner agrees to be bound by Marina Rules and Regulations which are found in Chapter 7 of the Burlington Municipal Ordinance - Boats, Docks and Waterways, as well as Appendix D of the Burlington Municipal Ordinance - Rules and Regulations of the Burlington Parks and Recreation Department, Section 2 Perkins Pier Marina, Waterfront Park and Community Boat House, and Section 3 – Harbor and Waterways, and all of these sections are made a part hereof. Said Rules and Regulations may be lawfully changed from time to time by the City. In addition to the ordinances, the following rules apply:

- a. Lines and fenders - Boat Owner must provide adequate line and fenders and maintain them in proper condition and arrangement. In the interest of safety, the City may require that dock lines and fenders be changed or altered. In an emergency situation threatening damage to the owner's vessel, or property of the City, determined in the sole discretion of the City, the City may cause appropriate lines and fenders to be attached to the Boat Owner's boat and do other necessary work and the cost of doing so shall be charged to the Boat Owner;
- b. Docking assistance and surveillance - The City may provide docking assistance and maintain reasonable surveillance during regular hours from the opening of the Marina through the remainder of the season but will not be held responsible for the security and/or safekeeping of vessels moored or docked at the Marina at any time;
- c. Flame and heating elements - In no case may flame-heating elements, inflammable liquids, explosive gases or other hazardous materials or equipment be used on the docks while at the Marina.
- d. No swimming - Swimming and diving is not permitted from anywhere in the Marina's docks or mooring areas;
- e. Docking manner - No boats shall be docked in such a manner as to have the bow pulpit extend over the walkway dock. All sailboat halyards must be properly secured to mast to eliminate clanging;
- f. Materials on dock - Boat Owners shall not place materials, supplies, rubbish or debris on walkways. For load and unload, boaters may use carts made available by the City;
- g. Waste – Boat owners shall not discharge waste material, refuse, or rubbish of any kind in to the water. All garbage and recycling shall be placed in the containers provided by the City. Vessels equipped with holding tanks may use the pump-out facilities provided at the Service Dock (Slip 45) at the Boathouse free of charge. Boaters may not dispose of any motor oil, gas or other lubricants in the water, marina dumpsters or grounds;
- h. Dock masters - City dock masters will ONLY be on duty from May 15 through October 15 unless conditions call for a later start date or earlier end date;
- i. Slip Vacancies - Seasonal slips remaining open after July 1 may, after due notice, be reclaimed by the City and reallocated to a new boat owner. This will result in the loss of all slip and mooring privileges and the Boat Owner (s) would need to sign up on the waitlist for future eligibility.
- j. Persons acquiring a larger or smaller boat during the lease period must contact the City prior to changing boats, as length restrictions are vigorously enforced. The City retains the right to refuse any new vessel length request. If a boat owner purchases a vessel longer than the slip length or mooring requirement without securing prior permission, the City may terminate the slip/mooring agreement. The registered length of the vessel may not exceed the dock length that the boat owner occupies;

- k. Extension past season - Anyone wishing to keep their boat on a slip or mooring after October 15 must request permission in writing to the City no later than September 30. Non-authorized vessels left in a slip or on a mooring after October 15 are subject to a daily \$50 late fee and a \$50 towing fee. Boats will be locked up until full payment is received. Any boat removed without full payment of late fee will be subject to loss of slip use the following year and/or legal action;
- l. The City is not responsible for underwater vegetation growth and its effects on boater navigability. If lake conditions prevent safe navigation in or out of the slip, Boat Owner(s) must notify the City immediately so that concerns can be addressed.
- m. All marina locations follow the city noise ordinance and is strictly enforced.
- n. Parking – Each slip and mooring holder is permitted one (1) parking pass provided from the City. An additional pass may be purchased at the Perkins Pier gatehouse or the Boathouse marina office. These passes are for recreational use only and not for business use. Business passes may be acquired by contacting the Marina Manager. Parking is first come, first serve. No parking passes will be issued until full payment is received, a valid and current registration is submitted and contract is signed. Passes are only given to the registered vessel owner and valid during the boating season only.
  - (i) Overnight parking and trailer storage is permissible at Perkins Pier for no more than three (3) consecutive nights.
- o. Residency Status – Residency is determined by the address listed on the valid boat registration. All Burlington addresses on valid boat registrations will receive the Burlington resident rate.
- p. Fire Procedures – Each dock is equipped with fire extinguishers in the event of a fire emergency. Boaters should notify 9-1-1 then marina staff in the event of a fire.
- q. Environmental Practices- the Boathouse Marina strives to utilize sound environmental procedures in order to prevent and reduce pollution. Our customers are encouraged to adopt similar practices. Information is available in the Boathouse office to help guide boaters in adopting the best management practices in the maintenance of their boat.

9. **Foul Weather.**

Boat Owner agrees that it is not relying in any way upon the skill or intervention of the City to protect the boat should foul or dangerous weather threaten to damage, or damage the boat. Boat Owner shall follow all Marina rules and regulations regarding foul weather operations.

10. **Indemnification.**

To the extent permitted by law, Boat Owner expressly undertakes and agrees to hold the City harmless with respect to damage or loss to the boat or its outfit, while at the Marina. Boat Owner agrees to hold the City harmless, indemnify and defend it from any claims of any person including other owners of property or boats at the Marina arising out of this lease agreement or

the boat being docked or moored and the Marina, and further agrees to be responsible to the City for damage to the City's facilities or property arising out of this lease agreement or any appurtenance there from, including, without limitation, dock damage, environmental fines, and all other liabilities.

11. **Insurance Coverage.**

The Lessee of the seasonal slip/mooring is required to obtain and show evidence to the City of Burlington in the form of a Certificate of Insurance or a copy of the insurance policy certifying the following insurance coverage is in force:

**Hull Insurance Coverage:**

Coverage for physical damage to the hull of the vessel owned by the Lessee. The hull should be insured to the actual cash value (or a stated amount policy limit) of the vessel.

**Protection and Indemnity(P&I) Coverage:**

Lessee is required to provide evidence of P&I/Liability coverage at the following policy limits:

- For vessels up to and including 30' in length, a \$500,000 limit of liability
- For Vessels of 31' or greater in length, a \$1,000,000 limit of liability

A certificate proving appropriate coverage must be provided to the City at the signing of this lease agreement.

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 Vermont** as supplemented by Federal Admiralty law, and any action to enforce this agreement must be brought exclusively in the Vermont Superior Court, Chittenden County Civil Division.

14. **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.

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first set forth above.

**Boat Owner's SIGNATURE:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\_\_\_\_\_  
(Please print name)

**City's SIGNATURE:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\_\_\_\_\_  
(Please print name)