

# American Venice



## ALL BOATS MUST HAVE INSURANCE

\*Please attach a copy of the insurance binder along with the executed contract.

**Date:**

**Invoice#:**

<b>CONTRACT</b>		<b>DOCKAGE / STORAGE</b>		
<b>Name:</b>		<b><u>Please Mail Payment to:</u></b> American Venice Marina 4076 Merrick Road Seaford, NY 11783		
<b>Address:</b>				
<b>Address 2:</b>				
<b>City:</b>	<b>State:</b>			<b>Zip:</b>
<b>Email:</b>				
<b>Telephone Number:</b>				
<b>Summer Dockage</b>				
<b>Year</b>	<b>Overall Length</b>	<b>Make / Model</b>	<b>Hull #</b>	<b>Slip #</b>
<b>Description Dockage</b>		<b>Rate:</b>	<b>Amount</b>	
		<b>Sales Tax:</b>		
		<b>Payments / Credits:</b>	<b>Amount:</b>	<b>Date:</b>

\*Accrued finance charges will be assessed if the balance is not received by the above date.

**Balance Due:**

Summer season will be from April 15<sup>th</sup> until October 31<sup>st</sup>. Winter Storage will be from November 1<sup>st</sup> until March 31<sup>st</sup>. New York State Sales Tax must be paid on dry Winter Storage only. In the event that payments are not received by the due dates, the Summer Slip Reservation is lost and a credit will be given only towards a slip to be assigned by American Venice Marina. THERE SHALL BE NO REFUNDS.

ALL BOATS NEED TO BE OUT OF WATER BY NOVEMBER 10, 2022, unless special consideration is granted.

If this application is for winter storage only, 1/2 payment is due upon the signing of this contract.

**PAINTING OF BOTTOMS:** Without exception, any boat painting is to be performed by Blue Marlin Boats.

**AMOUNTS 30 DAYS PAST DUE** will be charged a 2% Service Charge per month. In addition to an Attorney's Fee of 20% will be charged to Accounts referred to an Attorney for collection. The Yard reserves the right to turn Past Due Accounts to an Attorney at any time.

**COMMISSION:** All Boats offered for sale shall be listed with Blue Marlin Boats. Should same be sold by the owner a 5% commission will be charged. A 10% commission on boats sold by Blue Marlin Boats will be charged.

I / WE CONSENT TO THE FOREGOING TERMS AS SET FORTH BY AMERICAN VENICE MARINA AND I / WE AGREE TO PAY FOR SAME. My signature below or use of the facilities constitutes our agreement.

**Customer Signature**

**Date:**

1-1-2022

**Luci De Vito**

**Approved by**

**Date:**

## **ADDITIONAL TERMS OF AGREEMENT**

1. No competitive labor, skilled or unskilled mechanical or otherwise, in competition with American Venice or their concessioner is permitted on any portion of the premises except that owners are permitted and restricted to perform minor maintenance on the boats to which they have title.
2. A storage charge equal to the Winter Storage rate will be charged for boats not launched for the summer season.
3. **THE USE OF ELECTRICAL HEATERS OR PAINT BURNERS OR OTHER HIGH AMPERAGE ELECTRICAL DEVICES, WILL NOT BE PERMITTED DUE TO DANGER OF FIRE.**
4. **PAINTING OF BOTTOMS:** Without exception is done by Blue Marlin or its concessioner.
5. Water service will be disconnected on or about December 1<sup>st</sup> to March 1<sup>st</sup>
6. Carpets, storage lockers, dinghies, or any other obstructions are not permitted on docks. Owner is liable for any damage he causes to docks and/or other American Venice facilities.
7. No Trailers or Dinghies can be stored on the property of American Venice.
8. There will be no power on docks for wet stored boats, customers should consider dry storage seriously if boat is prone to leaks. Most insurance companies insist on no power on boat for wet storage or no storage.
9. Boats dry stored shall be in areas designated by American Venice.
10. The use of Polypropylene line is strictly forbidden.
11. Children under age 12, are absolutely prohibited from the premises or any part thereof unless accompanied by a parent or legal guardian.
12. No dogs or other animals shall be permitted on any portion of the premises at any time unless such animal is leashed and under the control of the owner at all times, and in no event shall such animal be exercised on the property or any part thereof.
13. Fishing, crabbing, and any other similar pursuit is prohibited anywhere along the docks. Fishing from boats docked at the marina is entirely prohibited.
14. American Venice will not assume any responsibility for any loss through fire, theft, malicious mischief, personal injury or vandalism. You are to remove any and all personal property from the boat that be taken or stolen
15. All lines to secure boat at dock slip must be supplied by owner.
16. No engines are to be run in gear while boat is moored in slip.
17. The boat owner is not engage in the sale of any boat or other merchandise or to solicit any business while on the premises. No for sale signs or other signs whatsoever are to be displayed on any boat except with express written consent from American Venice. If the boat is for sale, it shall be listed with the Marina. No "Charter" or "Open Party", "Boats for Hire" are to be operated or maintained from the premises. Boat shall be used for recreational purposes only in accordance with State and Local ordinances.
18. Under no circumstances is gasoline or other combustible materials to be brought into the marina except if such combustible material is stored in an approved type of container and not transferred thereon.
19. At all times it shall be the responsibility of the boat owner to keep the same insured against loss of any kind whatsoever and the boat owner shall pay the premium on such insurance during the continuance of this agreement. Owner shall provide proof of insurance upon request.
20. The boat owner agrees that American Venice is not responsible for any property or personal arising out of acts of God, including incimate weather or events of third parties.
21. In the event of total loss to said boat, this agreement shall terminate as of the date of total loss to the said boat as declared by owner's insurance carrier and written notice of declaration from the insurance carrier is received by American Venice.
22. In the event the boat owner fails to pay the amount hereby agreed to be paid by him or shall make default in the performance of any other terms and conditions of this agreement, American Venice at its option, may declare this agreement terminated and the amount due from the boat owner hereunder at once due and payable and shall have the right to take such steps, whether by the sale of the boat or otherwise, as it may be entitled for the recovery of the amount due from the boat owner.
23. In the event the boat owner fails to pay the amount hereby agreed to be paid by him, as set forth herein, American Venice will place a lien upon the said boat and may detain the same at any time they are lawfully in his possession until such lien has been paid. In the event that such sum is not paid within (15) fifteen days after notice of such lien has been given to the boat owner American Venice in writing by registered mail at the address of the boat herein set forth, American Venice may cause such boat to be sold either at public or private sale and may first retain from the proceeds. In the event that the proceeds of such sale are not sufficient to pay such expenses and the amounts due American Venice hereunder, the boat owner shall pay at once pay same.
24. It is understood and agreed that American Venice shall not be liable for damages to said boat or any articles and/or accessories left by boat owner in or on the boat caused by moth, rust, fire, water leakage, breakage, vermin and weather conditions or incidents beyond control of American Venice nor will American Venice be liable for any loss or damage to said boat or any articles and/or accessories left by the boat owner or on the said boat through fire, theft, or act of public enemies or an act of God.
25. American Venice will not be responsible for any lost (or) stolen property left in the parking area.
26. The management reserves the right to change, suspend, or withdraw any and all of the rules, regulations, and terms, written or otherwise at any time in the best interest of its customers.
27. Storage/Dockage are not transferrable or refundable. This agreement is not assignable and owner's slip may not be utilized by anyone other than the owner.
28. It is the responsibility of the boat owner to provide American Venice with written notice of change of address.
29. All Applications for dockage/storage are accepted subject to approval: American Venice reserves the right to reject any application
30. This agreement shall not be interpreted under the laws of New York State any waiver of enforcement of any terms shall not affect the enforceability of this agreement as a whole. Each paragraph is independent and the invalidity of any paragraph shall not affect the enforceability of any other paragraph
31. Owners are prohibited from tampering with American Venice circuit breakers, electronic lines or other American Venice property. If a circuit breaker is tripped, it must be reported to American Venice immediately. Any change in the character or voltage of electrical service shall in no way make American Venice liable to owner for any loss, damage or expenses which owner may sustain.
32. Smoke detectors, as well as two (2) clear exit routes, are mandatory on all boats with cabins.
33. In the event of a hurricane warning, American Venice shall have the right to haul owner's boat at the owner's expense in order to protect and secure to docks.
34. American Venice shall have the right to change a customer's slip location in the best interest of the marina.
35. American Venice shall have the right to move owner's boat in an emergency and/or to make repairs to American Venice facilities.