

**Apple Island Marina
Route 2 • PO Box 183
South Hero, VT 05486
802-372-3922**

2018 Seasonal Marina Dockage & Mooring License Agreement

This 2018 Seasonal Marina Dockage & Mooring License Agreement is made by and between Apple Island Marina (the "Marina") and the undersigned vessel owner, _____ (Vessel Owner") for the use of a dock or mooring and related facilities at the Marina from May 15, 2018, until October 15, 2018. This license agreement shall supersede any and all earlier license agreements pertaining to the Marina's premises. Vessel Owner is the owner of the below-described vessel ("Boat"). For purposes of this License Agreement, the term "Boat" shall include not only the vessel, but also all fixtures and personal property affixed to or located on the vessel or used in connection with the vessel.

Use Type: Dock Mooring

Boat & Trailer Information:

Boat Type: Powerboat Sail (Keel: Stationary Lift)

Draft: _____ Hull Color: _____ Year _____

Make _____ Model _____ Name _____

Registration # _____ State _____ Total Length _____ Total Width _____

Trailer License Plate _____

Vessel Owner:

Name _____

Address _____ City/State/Zip _____

Home Phone _____ Work _____ Cell _____

E-Mail _____

Person to contact in emergency _____ Phone _____

Boat Insurance Company _____ Policy # _____

Address _____ City/State/Zip _____

2018 Fees

Dockage Fee: \$2,100.00/vessel up to 30'/season
Mooring Fee: \$950.00/vessel/season

- **A Two Hundred Dollar (\$200.00) non-refundable security deposit, along with an executed contract, must be received by Apple Island Marina by October 15, 2017, to reserve specific slips or moorings or to be wait-listed for alternative slips or moorings.** The security deposit will be credited to the total dockage or mooring fee. Slips and moorings not reserved by October 15, 2017, will be made available on a first come basis.
- **Fifty percent (50%) of remaining balance is due and payable by January 1, 2018.** Payment should be mailed to Apple Island Marina, PO Box 183, South Hero, VT 05486.
- **The balance of the Fee per this agreement is due in advance and must be paid in full and received by Apple Island Marina by May 15, 2018, in order to retain a specific slip or mooring.** Payment should be mailed to Apple Island Marina, PO Box 183, South Hero, VT 05486. If payment is not received by May 15, 2018, slip or mooring can be reassigned to another customer.
- A late payment charge of Fifty Dollars (\$50.00) will be assessed if Vessel Owner fails to pay the Fees within ten (10) days of the date the Fee is due and payable. The late charge is not a penalty but is to recompense the Marina's administrative costs due to the failure of Vessel Owner to make timely payment.
- In the event Vessel Owner shall fail to pay Marina any fees and/or other payments when due and shall not make the payment within ten (10) days after notice thereof by Marina to Vessel Owner; or, in the event Vessel Owner shall fail to perform or comply with any of the conditions of this License; or, if Vessel Owner shall vacate or abandon the licensed premises, then Vessel Owner shall be deemed to be in default or breach of this License by Marina.
- In the event of any default or breach of this License, except as to Vessel Owner's liability, this License and any reservation in Vessel Owner's name may be cancelled and terminated without notice.
- In addition to Vessel Owner's liability to Marina for breach of the License, Vessel Owner shall be liable for all expenses of re-letting, for alterations and repairs made, and for the difference between the fees received by Marina under the new license agreement and the fee installments that are due for the same period under this License.

The Owner hereby agrees that all fees for dockage, mooring, repairs, fuel, oil, hardware, and accessories, and/or any other services or materials provided under the terms of this agreement by Apple Island Marina and its agents **will be paid in full prior to use** of the dock, mooring, service, or material. Vessel Owner hereby grants to the Marina a lien on the vessel and a security interest therein to secure the payment of any and all dockage or mooring fees, charges, or other sums due, and for any other services or materials rendered.

All vessels must be removed from the premises by October 15, 2018, unless additional storage arrangements have been made. A Twenty Dollar(\$20.00) per day storage fee will be charged for vessels left on the premises or in the water without specific alternative storage arrangements.

Vessel Owner must maintain liability insurance upon the Boat and shall maintain a full coverage insurance policy for the replacement value of the Boat. **Vessel Owner shall furnish evidence of such insurance to the Marina within ten (10) days of executing this Agreement.** It is expressly agreed by Vessel Owner that the Marina is not and shall not be construed to be an insurer of Vessel Owner's property loss or property damage to the Boat, its motor, accessories, or contents due to fire, vandalism, theft, collision, or any other casualty loss, and the Vessel Owner waives his insurer's right of subrogation against the Marina and its employees. Dockage or mooring space is provided at Vessel Owner's exclusive risk of loss.

The Marina Policies are made part of this License Agreement by reference. The Vessel Owner and his/her agents hereby agree to follow all policies of the Marina, which are subject to change, and to the terms and conditions of this Agreement. This contract shall be construed according to the laws of the State of Vermont. This contract contains all of the terms of the Agreement between the parties, and no other modifications or conditions shall apply unless agreed to in writing. All notices concerning this Agreement shall be made to the parties' respective addresses above.

Vessel Owner warrants and represents that the Boat shall be maintained in a safe and seaworthy condition at all times during the term of this Agreement.

The Marina expects Vessel Owner to have made suitable arrangements for safe sheltered anchorage during severe weather and Vessel Owner warrants such arrangements have or will be made. Vessel Owner may not assume that the Marina's premises will be a safe, sheltered anchorage during severe weather conditions.

The Marina reserves the right, at its sole discretion, to reassign, move, or transfer the Boat from slip to slip. Further, Vessel Owner authorizes the Marina to move the Boat or take whatever action the Marina deems appropriate in an emergency situation or to avoid loss or damage to Marina property or the property of others.

The Marina may terminate this License Agreement for any reason (with or without cause) upon written notice to the owner.

Apple Island Marina reserves the right to provide substitute accommodations subject to lake level fluctuations. Unless otherwise agreed in writing, no abatement, diminution, or reduction of fees shall be claimed or allowed to Vessel Owner arising from lake level fluctuations; the making of alterations, improvements, or repairs to the licensed premises, because of any governmental laws; or arising from and during restoration of the leased premises after the destruction or damage thereof by fire or other cause.

This Agreement is not transferable or assignable in any way without the express written consent of the Marina.

Receipt of an executed copy of this Agreement will serve as notice of dock space or mooring assignment.

By: _____
 Apple Island Marina, Duly Authorized Agent

By: _____
 Vessel Owner/Licensee

FOR OFFICE USE ONLY:

Dock Space: _____	Mooring # _____	Total Fee Due: \$2,100.00	Resident Discounted Total: \$ _____
Deposit Due: Oct. 15 th or at time of reservation =	\$200.00	Amount Received: \$ _____	Date Received: _____ Payment Type: _____
Payment Due: Jan. 1 st (50% of Bal.) =	\$950.00	Amount Received: \$ _____	Date Received: _____ Payment Type: _____
Balance Due: May 15 th =	\$950.00	Amount Received: \$ _____	Date Received: _____ Payment Type: _____
Paid In Full:	\$2,100.00	Amount Received: \$ _____	Date Received: _____ Payment Type: _____

APPLE ISLAND MARINA GUIDELINES

1. The Marina is open from May 15th until October 15th.
2. Marina quiet hours are 10:00pm to 8:00am.
3. If a problem arises, notify the staff at once. If you need to speak with someone when the Marina office is closed, call the Apple Island Resort after-hours number, and someone will assist you. The number is 802-372-3800.
4. NO filling of gas cans or fueling of boats except at the designated fuel dock.
5. No fishing allowed from the Marina boat docks. No cleaning of fish is allowed in the Marina.
6. No swimming is allowed in the Marina. The Marina is defined as the docks, moorings, boat ramp, and shoreline.
7. No overnight occupancy allowed in boats moored or docked at the Marina.
8. It is the Vessel Owner's responsibility to keep the slip clean and neat.
9. Slip holders are responsible for tying and securing their vessel.
10. Marina storage is located across Route 2 in the Resort storage area. Trailers may be parked in the storage area.
11. For vehicle parking, slip holders may use the main parking lot across Route 2 or the State-owned parking lot. All vehicles must display a current Apple Island Resort car pass to park at the Resort.
12. You must dispose of trash properly. No littering allowed.
13. Please keep all pets on a leash at all times and appropriately dispose of pet waste.
14. No "For Sale" signs allowed on boats while on Apple Island Marina premises.
15. The Marina reserves the right to assign slips and/or move any vessel for the safety, convenience, and efficient operation of the Marina.
16. Apple Island Resort amenities are for the exclusive use of camping guests only.
17. Check-Out time for transient dockage is 12:00pm.
18. For medical emergencies, or if you see or hear something that you think is a police matter, call 911.

I (we) have received a copy of these Apple Island Marina Policies and have been given the opportunity to read and review them. I (we) agree to comply with these Apple Island Marina Policies.

Signature: _____

Date: _____

Printed Name: _____

Signature: _____

Date: _____

Printed Name: _____

APPLE ISLAND MARINA

71 US Route 2 • PO Box 183
South Hero, VT 05486
Tel: (802) 372-3922
Fax: (802) 372-3962

MARINA SUMMER STORAGE AGREEMENT

For Boat Trailer

Fee: Subject to availability and at no additional cost, a seasonal dock or mooring customer may store the trailer for the boat being docked or moored at the Marina in the Apple Island Resort boat storage area provided this Agreement is completed and signed by the Marina customer.

PERSONAL INFORMATION:

Name: _____
Primary Address: _____ City,ST,Zip: _____
Cell Phone: _____ Home Phone: _____
Email: _____

BOAT TRAILER INFORMATION:

Type: _____ Make: _____ Year: _____
Trailer License Plate #: _____ State: _____ Length: _____

INSURANCE COMPANY ON STORED UNIT:

Name: _____
Address: _____ City,ST,Zip: _____
Phone: _____ Policy #: _____

EMERGENCY CONTACT:

Name: _____ Relationship: _____
Address: _____ City,ST,Zip: _____
Home Phone: _____ Cell Phone: _____
Email: _____

Date of Storage: (In) _____ / (out) _____

Dock or Mooring #: _____ Storage Site #: _____

Apple Island Resort is not responsible for any damage or theft to any unit in storage on its property. Any property left on site after the term of this agreement will be locked and remain so until payment has been received.

Owner's Signature: _____

Marina Representative's Signature: _____