



Emerald Necklace Marina Summer Dockage Contract

Marina Mailing Address:

Emerald Necklace Marina
5749 Norwood Drive
Brook Park, Ohio 44142
(216) 226-3030

2009

Date: _____

CUSTOMER INFO:

Owner Name(s): _____
 Address: _____ City: _____
 State: _____ Zip: _____ email: _____
 Phone (H): _____ (W): _____ (C): _____
 Boat Make: _____ Model: _____
 Year: _____ Length: _____ Beam: _____ Color: _____
 OH#: _____ Hull ID #: _____

INSURANCE INFO:

Insurance Co: _____ Policy #: _____
Insurance "Certificate of Coverage" must be returned w/contract. Proof of Insurance Coverage is required - No Exceptions!

EMERGENCY CONTACT INFO:

Name: _____ Phone: _____

IN-WATER DOCKAGE

Boat Beam Size	2009 Seasonal Fee
7' & Under	1,325.00
7' 1" - 7' 6"	1,425.00
7' 7" - 8'	1,535.00
8' 1" - 8' 6"	1,675.00
8' 7" - 9'	1,765.00
9' 1" - 9' 6"	1,865.00
9' 7" - 10'	1,965.00
10' 1" - 10' 6"	2,065.00
10' 7" - 11'	2,145.00
11' 1" - 11' 6"	2,245.00
11' 7" - 12'	2,345.00
Jet Ski	375.00
Available May 15 th - October 15th	

RACK DOCKAGE

18' - 23' Length	\$1,700.00
Available May 15th - Sept. 30th.	

SUMMER BOAT STORAGE

Summer Boat Storage	\$3.50 pr. Sq. Ft.
Length x Beam = _____ x \$3.50 = \$ _____	
Available May 15th - Sept. 30th.	

SUMMER TRAILER STORAGE

Single-Axle	\$140.00
Dual-Axle	\$150.00
Tri-Axle	\$160.00
Available May 15th - Sept. 30th.	
Make: _____	Color: _____
Plate #: _____	

Emerald Necklace Marina can not guarantee the security of any trailer. Trailers in storage on October 1st will be relocated to the marina parking lot as necessary.

Total Due: \$ _____

PAYMENT (Make Checks Payable To: Emerald Necklace Marina)

Payment \$ _____ <input type="checkbox"/> Paid in Full <input type="checkbox"/> Deposit Only** Please Charge my Credit Card* the above amount. <input type="checkbox"/> MC <input type="checkbox"/> VISA <input type="checkbox"/> DISCOVER Act# _____ Exp. ____/____/____ CVV# _____ (last 3 numbers imprinted on back of card) *Signature (required for credit card payment) _____	1/3 Payment \$ _____ Due by November 15th 1/3 Payment \$ _____ Due by January 15th Final Payment \$ _____ Due by March 15th <small>** By authorizing deposit via Credit Card, I further authorize any additional dock/storage payments due above unless otherwise noted, to be posted/debited automatically on or after said due date(s). Minimum payments not received by the due date(s), shall forfeit any dock/storage reservations and/or payments, with said dock/storage space then made available to those on our waiting list. All dock/storage deposits/payments are non-refundable.</small>
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I _____, hereby agree to and fully understand the entire terms of this contract. I hereby acknowledge that I have read the reverse (backside of this contract) that outlines any additional terms, requirements, rules & regulations and hereby agree to said additional terms, requirements, rules & regulations.

Signature: _____ Date: _____

ADDITIONAL TERMS, REQUIREMENTS, RULES & REGULATIONS

Failure to submit seasonal contract by due date(s) with any minimum payment due; will result in forfeiture of any dock and/or storage reservation and any deposit thereof.

All returned checks for non-sufficient funds, shall be assessed a \$50.00 administration fee. A late fee of \$1.00 per day plus interest, may be imposed for any past due account.

The marina is scheduled to open May 15th & close October 15th. Schedule opening and closing dates may vary due to weather and shall not affect seasonal fees. Boat owners may access their boat (unless in storage) 24/7 except in emergencies. One gate key to the dock entrance will be provided at no charge. Boaters are asked to lock these gates behind them after 9pm, if they appear to be the last boater on the dock.

All "In-Water Dockage" fees are based on width of the boats beam (the widest external point). Boats not removed from the marina by October 15th, shall be assessed a storage fee of \$6.00 per day. Should it be necessary to move any boat in order to proceed with end of season closing, a fee of \$50.00 shall be assessed for each said move. Docking at Emerald Necklace Marina is of the "Mediterranean" style. Boater/operator understands that space between bow poles may be as little as one (1) inch. All boats shall be tied and secured according to marina requirements. Boater/operator shall be responsible for any damage they cause to any bow pole(s) and/or dock(s) due to collision or neglect.

All "Rack & Dry Dockage" includes winter storage unless otherwise noted. Rack & Dry Dockage includes lifts to & from the water once per day. Current Lift Service fees shall apply to any additional lifts. Rack & Dry Dockage boaters must lower all antennas, lower boats outdrive unit and raise trim-tabs if equipped, to prevent damage while lifting boat. Emerald Necklace Marina will take reasonable measures to protect the boats hull & underwater equipment when being lifted, but shall assume no liability for any damage whatsoever, including but not limited to; scratches, stress cracks, marring or any other damage caused by the tow motor or its operator.

Each rack boater shall be responsible for making their boat "launch ready" prior to lift, including, but not limited to; installing drain plug, preparing & setting temporary dock lines, etc. Rack boaters must understand that tow motor failure during the season could occur, limiting availability and usage of ones boat until repairs are complete. Down times of the tow motor shall not affect seasonal fees.

No outside contractors shall be permitted to work on any boat without prior approval from Emerald Necklace Marina. All contractors will be required to provide Emerald Necklace Marina with a copy of the contractors "Workers Compensation Certificate" and a "Certificate of Insurance" naming Emerald Necklace Marina and Cleveland Metroparks as additional insured. Emerald Necklace Marina reserves the right and at its sole discretion, to stop any work being performed on ones boat, in a manner determined to be unacceptable.

Welding & open flames of any kind are prohibited at all times. Cooking shall be limited to designated areas. Fireworks of any kind are strictly prohibited.

Power outlets and water spigots on docks are provided for convenience only. Emerald Necklace makes no guarantee to their availability. Only marine approved power cords with waterproof connections are permitted. Power cords shall be appropriately attached and/or secured to prevent obstructions or damage.

Docks & walkways shall remain clear at all times with no obstructions. Nothing shall be attached to or suspended from any dock or walkway. Use of carpet on docks is prohibited. Bicycles, skateboards or similar recreational items are prohibited on docks at all times. Fishing on docks and/or near boats is prohibited.

All boat owners must provide Emerald Necklace Marina with a "Certificate of Insurance" showing current and suitable coverage. Such policy shall waive the rights of subrogation of the insurer as Emerald Necklace Marina. Emerald Necklace Marina assumes no liability for any personal injury or casualty, including but not limited to; vandalism, damage, theft, fire, flood, ice, wind, loss of use, or any other casualty. Boat owner understands the inherent risk in owning a boat and docks the boat at the marina at their own risk. Boat owner hereby releases Emerald Necklace Marina, its employees, representatives and/or agents, from any and all claims, demands, injuries, damages, death, actions, or cause of action of any nature, arising out of or in any manner connected with the use of said dockage and facilities, by the boat owner, their guest or invitee(s), and does hereby release and discharge Emerald Necklace Marina of and from any and all such claims and cause of action. Boat owner hereby agrees to indemnify, save and hold harmless Emerald Necklace Marina against and from any and all claims and causes of action enumerated above, including but not limited to any attorney or court fees arising there from.

In an emergency situation, Emerald Necklace Marina reserves the right to take any action it deems appropriate and/or necessary to protect life and/or property, and/or assist in the protection thereof, providing such action(s) can be done without any further risk. Any expense incurred in taking such emergency action shall be at the sole expense of the boat owner. Notwithstanding any efforts by Emerald Necklace Marina personnel, the boat owner is solely responsible to take all emergency means possible to protect their boat and marina property.

The Cleveland Metroparks Rangers have jurisdiction and is the local law enforcement agency for the marina. However, in emergency situations, always dial "911". An "Emergency" call box is located at the west entrance of the marina grill/office/gift shop. This call box is a direct link to Metropark Rangers/police. First aid kits are available at the marina office, grill and service department.

Emerald Necklace Marina reserves the right to inspect any boat at any time, to insure adequate safety standards are observed and that said boat is seaworthy and in good condition. Emerald Necklace may refuse to launch any boat that fails to meet any USCG safe standards and/or requirements. Emerald Necklace Marina may call any condition which it deems unsafe or hazardous to the attention of the boat owner and require that said condition(s) be corrected as soon as possible & reasonable.

Boat owners shall be responsible for their guest(s) actions at all times while at the marina. Boat owner and their guest shall not engage in any activity which is in violation of any local, state or federal law. Violation of any marina or Metroparks rules and/or regulations, or any violation of any local, state or federal law, shall be sufficient cause to terminate ones contract. "Termination of Contract" under this clause shall automatically forfeit any dockage and/or storage fees paid or on deposit. Emerald Necklace Marina reserves the right to terminate any contract, if the Marina considers it to be in the best interest of the Marina and/or others.

Boat owner agrees to notify Emerald Necklace Marina of any change of boat ownership. At the marinas own discretion, the new owner of said boat may have first opportunity to assume the current dockage space. Dockage may not be sublet or reassigned by any boat owner at any time. All dockage and/or storage fees are non-refundable.

Boat owner shall notify Emerald Necklace Marina if their assigned dock is going to be vacant for more than 24hrs. Emerald Necklace Marina reserves the right use the dock in such situations, with no adjustments or compensation. Boat owners are encouraged to leave a "Float Plan" with Emerald Necklace Marina during any extended travel.

Only the boat as listed within this contract may be docked. All changes must have prior approval.

Boat owners are responsible for securing their boat appropriately, and shall secure their boat in a manner that is approved by the marina. "Mooring Instructions" are available at the marina office that shows how to secure your boat appropriately to the dock.

At no time are portable fuel cans for the purpose of adding fuel to ones boat permitted anywhere within the marina.

All refuse & waste shall be disposed of within containers provided. All used oil, batteries & the like, shall be disposed of in a manner that is approved by law.

Work racks are available on a scheduled basis. A work rack fee of \$25.00 may be imposed for use of any work rack, if work rack is going to in use for more than two hours.

Work Orders are required for all mechanical work/service performed by Emerald Necklace Marina. Boat owner agrees to pay for all repairs and/or service upon completion of same.

Minor children must be accompanied by an adult at all times while at the marina. All children twelve (12) years and younger, shall be required to wear a USCG approved Personal Flotation Device (PFD) while on or near any dock.

The river (Rocky River) in its entirety is a "No Wake" zone. Pumping or discharging overboard into the river is prohibited & illegal. A pump-out station is located at the fuel dock for your convenience.

Boat owners and their guest may be required to posses a marina ID card between the hours of; 9:00 p.m. - 6:00 a.m. ID cards shall be presented to any law enforcement officer or marina personnel upon request and will be provided by Emerald Necklace Marina. A replacement fee may be imposed for any lost ID card.

The boat owner agrees that in the event of any removal of his/her boat from the marina upon termination of this contract when an account balance exists, Emerald Necklace Marina shall have a Maritime lien placed upon such boat and/or equipment until said account balance is paid in full. Emerald Necklace Marina may refuse the removal of any item stored or in its control until such balance is paid in full.

This contract shall be binding upon heirs and successors to the parties hereto.

While this contract is subject to any and all laws, regulations, or orders issued from time to time by any governmental body, the provisions hereof are severable, and in the event that any portion or provision hereof should be or become unenforceable for any reason, the remaining portion(s) of this contract shall remain in full force and effect.

By signing below, I hereby acknowledge receipt of a completed copy of this contract and fully understand and agree to its contents.

Boat Owner Signature

Co-Boat Owner Signature

Date

Date

IF YOU NEED ASSISTANCE, WE'LL BE GLAD TO HELP - JUST ASK!