



Emerald Necklace Marina Summer Dockage Contract

Marina Mailing Address:

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

2011

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	2011 Seasonal Fee
7' & Under	1,325.00
7' 1" - 7' 6"	1,470.00
7' 7" - 8'	1,535.00
8' 1" - 8' 6"	1,675.00
8' 7" - 9'	1,770.00
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
Boating Season: May 15 th - October 15th	

RACK DOCKAGE

18' - 23' Length	\$1,700.00
Boating Season: May 1 st - Sept. 30 th . (Includes winter storage)	

SUMMER BOAT STORAGE

Summer Boat Storage	\$3.77 pr. Sq. Ft.
Length x Beam = _____ x \$3.77 = \$ _____	
Storage Season: May 15th - Sept. 30th. (Includes Sales Tax)	

SUMMER TRAILER STORAGE

Single-Axle	\$150.85
Dual-Axle	\$161.63
Tri-Axle	\$172.40
Available May 15th - Sept. 30th. (Includes Sales Tax)	
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 \$ _____ Paid in Full
 Deposit Only**

Please Charge my Credit Card* the above amount.
 MC VISA 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**

** 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 made, with said dock/storage space then made available to those on our waiting list. All dock/storage deposits/payments are non-refundable.



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 the due date(s) with any minimum payment(s) due; will result in forfeiture of any dock and/or storage reservation and any deposit thereof. All dockage/storage is non-refundable regardless of reason, including but not limited to; any loss of use due to destruction/damage sustained to the marina as result of flood, fire, etc. All dockage must be paid in full before boat will be permitted in dock slip and/or rack. 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.

Summer Dockage Contracts expire October 15th of each year. Rack Dockage Contracts expire April 30th. Any boat left in the water or on marina property after this date without a current paid Winter Storage Contract or renewed Rack Dockage Contract, shall be assessed a non-contract storage fee of \$10.00 per day plus interest. Should it be necessary to move any boat in order to proceed with end of season closing, a fee of \$150.00 shall be assessed for each said move. A monthly administrative fee of \$25.00 shall also be assessed. Current lift and re-shoring fees will also be assessed for any vessel that needs to be moved via the tow-motor or tow vehicle, to make access to other boats. The marina will take necessary legal action (including but not limited to; filing for seizure, a judgment in a court of venue, etc.), against any boat owner(s) in arrears and/or who fails to complete a current storage/summer contract. Emerald Necklace Marina shall assume no responsibility in contacting customers with expired contracts.

The marina office is scheduled to open in April. Summer Rack Dockage usually opens May 1st & closes October 1st. Summer In-Water Dockage usually opens by May 15th and closes October 15th. Scheduled opening and closing dates of the marina may vary due to weather and/or river restrictions, 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 to in-water boaters. 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). The marina must have the exact beam measurement – for each dock space is customized to this size. Docking at Emerald Necklace Marina is of the "Mediterranean" style. Boater/operator understands that space between their boat and the bow pole may be as little as one – three inches on each side. All boats shall be tied and secured according to marina requirements. Boater/operator shall be responsible for any damage they cause, including but not limited to; damage to any other boat(s), bow pole(s) and/or dock(s) due to collision or neglect.

All "Rack Dockage" includes winter storage unless otherwise noted. The marina reserves the right to utilize any open rack space with no adjustments or compensation to those boaters who elect to remove their boat for the winter. Rack Dockage includes lifts to & from the water once per day. Current Lift Service fees shall apply to any additional lifts. Rack Dockage boaters must lower all antennas; lower boats outride 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. Calling ahead for splashing ones boat is provided as a courtesy only with no guarantee. Lift service for rack boaters normally runs daily from 9am to 8pm - seven days a week. At no time will boats be lifted to or from the rack/water after dusk. The marina reserves the right to refuse "splashing" ones boat during periods of thunder storms, rain, river runs, etc. At no time will boats be "splashed" during any period of lighting.

No outside contractors shall be permitted to work on any boat without prior approval from Emerald Necklace Marina. All contractors are required to sign in and 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. Water hoses shall be disconnected & stored away when not in use.

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/stores 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. Life rings are located on each dock gate. Fire extinguishers are also located on each dock, attached to each docks night security light pole.

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. Signage such as "For Sale" signs are prohibited.

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, federal or Metroparks rule, regulation and/or 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. It is the boat owner's responsibility to review and know all marina & park rules & regulations. This contract does not contain all rules & regulations. Copies of complete rules & regulation are available at the marina office and available upon request.

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

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. Boats not secured appropriately will be secured by marina staff, and boat owner will be billed and agrees to pay for all time & materials.

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.

Work racks are available on a scheduled basis only. A work rack fee of \$25.00 may be imposed for use of any work rack. 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 immediately upon completion of same.

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. Pumping or discharging overboard into the river is prohibited & illegal. A pump-out station is located at the fuel dock for your convenience. By signing this contract, boater agrees to follow the guidelines and all recommendations/requirements established by the Ohio Clean Marina Best Management/Boater practices at all times. Copies of the Ohio Clean Marina/Boater rules & regulation are available at the marina office and available upon request.

The boat owner agrees that in the event of any removal of his/her boat from the marina during or 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 (including any interest & additional fees imposed) is paid in full. Removal of one's vessel from marina property when a balance exists & terms have not been established, such action may constitute theft of services. Emerald Necklace Marina may refuse the removal of any item stored or in its control until such balance is paid in full.

Boaters under current seasonal dockage contract will have first opportunity to renew their seasonal dockage contract for following season. Seasonal dockage contracts for the following season and any deposit thereof are due by November 15th of each year. The marina will make every reasonable attempt to mail out seasonal summer contracts in September for the following season. However, it is the boater's responsibility to contact the marina prior to November 15th, if they did not receive their upcoming season contract – for the marina will assume the boater is not returning and will sell the dock space without notice. The marina makes no guarantee to ones dock/slip location & reserves the right to relocate/assign ones dock/slip location as deemed appropriate.

This contract shall be binding upon all 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 completing this contract, I hereby acknowledge receipt thereof and that I have read and fully understand and agree to its contents.

Boat Owner Signature

Date

Co-Boat Owner Signature

Date

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