

Southpoint Marina & Pool Club Lease Contract

2023 SEASON

1384 Empire Blvd, Rochester NY 14609 (585) 288-0720 www.SouthpointMarina.com "Rochester's Calm Water Marina Haven"

Last Name: _____ First Name: _____ MI _____

Mailing Address: _____

City, State, Zip: _____

Mobile Phone: _____ Home Phone: _____

Email Address: _____

Boat Make & Model: _____ Year: _____ Color: _____

Name On Boat: _____ Length: _____ Beam: _____ Reg. No: _____

Current Dock Location: _____ Desired Dock Location: _____ Second Choice: _____ Does Not Matter:

CONTRACT LEASE PERIOD & PRICING *Please circle your price selection; full payment must be received prior to docking vessel*

DOCK LOCATION	MAX LENGTH	MAX BEAM	(Save 10%) Pay by Jan 1	Full Season	(5% discount)	(25% discount)	(50% discount)	Monthly	
					After June 15	After July 15	After Aug 15		After Sept 15
A Docks West	16'-22'	8'	\$2,048	\$2,276	\$2,162	\$1,707	\$1,137	\$813	\$813
A Docks East	17'-23'	8'	\$2,104	\$2,338	\$2,221	\$1,754	\$1,169	\$835	\$835
B Docks East Land Side	18'-23'	8'	\$2,159	\$2,399	\$2,279	\$1,799	\$1,200	\$857	\$857
B Docks West	23'-26'	9'	\$2,480	\$2,756	\$2,618	\$2,067	\$1,378	\$984	\$984
B Docks East Lake View	23'-26'	10'	\$2,561	\$2,845	\$2,703	\$2,134	\$1,423	\$1,016	\$1,016
C Docks West Land Side	27'-30'	12'	\$2,589	\$2,877	\$2,733	\$2,158	\$1,439	\$1,028	\$1,028
C Docks East Land Side	27'-30'	12'	\$2,690	\$2,989	\$2,840	\$2,242	\$1,495	\$1,068	\$1,068
C Docks West Lake View	29'-33'	12'	\$2,885	\$3,206	\$3,046	\$2,405	\$1,603	\$1,145	\$1,145
C Docks East Lake View	29'-33'	12'	\$2,989	\$3,321	\$3,155	\$2,491	\$1,661	\$1,186	\$1,186
D Docks West Land Side	30'-36'	12'	\$3,038	\$3,376	\$3,207	\$2,532	\$1,688	\$1,206	\$1,206
D Docks East Land Side	30'-36'	12'	\$3,189	\$3,543	\$3,366	\$2,657	\$1,772	\$1,265	\$1,265
D Docks West Lake View	33'-40'	12'	\$3,812	\$4,236	\$4,024	\$3,177	\$2,118	\$1,513	\$1,513
D Docks West Extended	35'-47'	13'	\$4,497	\$4,997	\$4,747	\$3,748	\$2,499	\$1,785	\$1,785
D Docks East Lake View	40'-55'	15'	\$4,810	\$5,344	\$5,077	\$4,008	\$2,672	\$1,781	\$1,781
Jet Ski With Floating Dock	10'-12'	5	\$1,299	\$1,443	\$1,371	\$1,082	\$722	\$515	\$515

ADVANCE PAYMENT OPTIONS WITH UP TO 10% OFF!

Total Lease Price: _____

Min \$250 Deposit: _____

Date Paid/Amt: _____

Payment Method: _____

Balance Due: _____

Please Check One: Check Enclosed Visa MasterCard American Express Discover

My check is enclosed for the full amount and sent prior to Jan 1 to receive 10% off full season rates

Please charge my credit card the full amount on Jan 1 to receive 10% off full season rates

CC# _____ Exp Date: _____ CVC# _____

Signature: _____ Dated: _____

CHECKS PAYABLE TO: Southpoint Marina **SEND TO:** Southpoint Accounting, 2851 Monroe Avenue, Rochester NY 14618 (585) 271-1111

I certify that the above information is correct and that I have read and understood and agree to the terms and conditions outlined on the back of this contract and or available on-line at www.SouthpointMarina.com. I understand that I may not dock my boat at the marina before making full payment for the boat slip and that I must remove my boat from the marina no later than November 1st or be subject to a daily rental fee of \$30.00. I understand that if full payment is not made by April 1st, I will lose any deposits and my slip. I agree to be happy at Southpoint Marina and kind to all marina neighbors :)

Boat Owner/Lessee

Dated

Marina Representative

Dated

Southpoint Marina (SPM) – Agreement terms and conditions

1. Lessee shall provide current, up to date information when completing the first page of the lessee dock lease contract.
2. Lessee shall maintain the right to re-lease the same slip for the next year's boating season; however, **lessee must provide such notice to re-lease slip no later than October 31 via written or electronic means along with a \$250 deposit payment.**
3. **Only one vessel may be docked, tied, or affixed to a slip;** jet skis and other vessels must be docked individually on their own.
4. Gasoline is not permitted anywhere on the docks. **Carrying gasoline is strictly prohibited on or around the dock area and on other vessels. A mandatory fine of not less than \$50.00 and up to \$2,000.00 will be assessed for any gasoline spill.**
5. Furniture, recreational items, etc, must not be left or stored on the docks; **docks must be maintained free and clear of any obstacles** causing a hindrance or safety concern to others.
6. **All dogs and pets must be on a leash at all times when not within a vessel or in a vehicle.** Pets are the responsibility of the Lessee. No guest pets permitted. Pets that create consistent disturbance will be vacated from the property. Animal waste is prohibited from the water and grounds of SPM.
7. Open flames are not permitted unless from a mini-grill with mini gas tank (Coleman camping style). Mini grill must remain in vessel at all times. **Full size grills are prohibited on the docks.**
8. **No drilling or cutting permitted to the docks** or any other activity permanently affecting the docks without prior written consent of the marina. Lessee will be held liable for all costs associated with repair of such damage. A repair service fee of \$45 per drilled hole will be charged for holes drilled into docks.
9. Dock boxes, storage units, wooden decks, furniture, or any other items are not permitted to be attached to any docks without written Marina approval. **Only approved dock boxes may be affixed on the Marina docks; and each dock box must be purchased through SPM and installed by SPM. All installations remain property of SPM.**
10. SPM not responsible for any damage to vessels or jet skis assumed or otherwise from the use of floating jet ski platforms or the use of dock systems. Care should be taken to minimize damage by using bumpers, fenders, and lots of caution.
11. Switching of Lessee's dock space may not be permitted without prior authorization of Marina. Dock space assignments are at the discretion of SPM and may be changed at any time.
12. Lessee agrees not to transfer or sublet his/her assigned dock space without prior authorization from SPM. A \$195 transfer fee must also be paid prior to transfer. If Lessee desires to dock a boat other than the craft referenced on this contract for more than 24 hours, written permission must be obtained by SPM, and additional charges of \$39 per day will be applied.
13. Slips with access to power are allowed one 30 Amp service connection. Additional connections may be purchased for \$99 each for the season. Air conditioners may only be used while owners and guests are on the vessel. Lessee agrees only to run A/C when vessel is occupied; **an additional fee of \$15 per day will be applied for vessels with A/C running without anyone on board. (Or pay \$195 for the season for unlimited A/C)** SPM does not guarantee electrical & water service shall be continuous; outages & low voltage may occur.
14. Use of open flames, toxic chemicals, or any other hazardous equipment or supplies on or around the dock areas is prohibited.
15. **Lessee agrees not to create any unnecessary disturbance or nuisance including foul language and/or gestures, excessive noise or heavy movements on or near the docks or creating wakes.** All lines and hoses must be stored neatly on the dock and out of the path of fellow boaters or they may be removed with a fine of \$49.00 per occurrence.
16. Running, playing or any unsafe activity that impedes comfortable and clear traffic flow on the dock systems are prohibited.
17. **Lessee agrees to pay SPM prior to docking vessel;** if full payment is not received \$20.00 per day late fee will be charged and added to the contract. Any delinquency over 30 days will be considered in default, the vessel will be removed from the Marina and stored at an outside location until all past due amounts plus late fees, towing and storage fees are paid. After the 90th day of default the vessel will be auctioned publicly to pay past due amounts.
18. Lessee agrees that any past due amounts may be charged on the Lessee's credit card information given on this agreement. Lessee may not terminate this agreement at any time during the leased period. By signing the lease contract, Lessee will be held responsible for the full amount owed for the season.
19. Marina parking is restricted to 2 spots per boat slip. A current year marina parking sticker above the car registration sticker is required on vehicles when parking in lots to avoid being towed.
20. The SPM office must be notified of anyone who will be servicing your boat on the premises. Proof of insurance must be provided in advance. Unauthorized visitors will be asked to leave the Marina for security and insurance reasons.
21. **INSURANCE** – Lessee agrees to have the vessel insured by a full Marine insurance package at all times when docked at the marina (hull coverage as well as indemnity and liability) Lessee agrees to release and discharge SPM from any responsibility or liability for injury (including death), loss, or damage to persons or property in connection with Lessor's docking facility or Marina. Lessee agrees to hold SPM harmless of any liabilities caused by launching, docking, winter storage, transporting or commissioning caused by weather or any event beyond the control of SPM. Lessee understands the dangers associated with docking a vessel including physical damage; docks have many sharp corners; and weather often plays a role in such damage.
22. SPM reserves the right to move Lessee's vessel for the purposes of maintenance of the Marina or in the case of an emergency. Lessor shall not be required to perform such service however. Lessee shall indemnify and hold harmless from any damages, liability, loss or injury caused by moving Lessee's vessel.
23. In the event the Lessee or anyone associated with Lessee violates any of the terms, conditions and policies of this agreement herein or posted in on or around the Marina Office, **SPM shall have the option of terminating this agreement upon ten (10) days written or verbal notice to Lessee.** Lessee must remove his/her vessel from the Marina prior to the ten (10) day period or vessel will be removed at owner's expense.
24. Safe and proper foot ware must be worn at all times on the property and docks as sharp edges and or debris may be present at times due to traffic, weather, or general maintenance.
25. **SPM does not control or guarantee natural water resources of the marina including depth of waters, weather, weeds, floating debris or natural disasters.** The marina will not be held liable for any damages, accidents, costs incurred, or any type of reimbursements due to water levels or weather-related incidents.
26. **Lessee must notify the Marina office whenever the Lessee's vessel is leaving the Marina for more than one (1) night.** The marina may sublet said slip while slip is vacant.
27. **Pool Club Membership** is limited to the boater named on the contract along with one significant other and any legal children under 25yrs old to be named prior to season commencement. Pool hours are 10am-8pm (or sunset), 7 days per week May-September, or may vary depending on weather. A one-day boater guest pass may be purchased for \$20 per guest for up to two additional guests, and must be accompanied by a member. **NO LIFE GUARD ON DUTY. SWIM AT YOUR OWN RISK AND EXERCISE CAUTION AT ALL TIMES.** Glass, smoking, and pets of any kind are not permitted within fenced in pool area or club room. No outside alcohol permitted to be brought in while the pool bar and/or restaurant is open for business. All guests must be checked in with a marina attendant and guest pass must be paid for prior to entrance.