



150 Harbor Road  
Cold Spring Harbor, NY 11724  
(631) 367-9822

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# Vessel Slip Agreement

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THIS **VESSEL SLIP AGREEMENT** is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between WHALER'S COVE YACHT CLUB. (hereinafter called "WCYC"), and \_\_\_\_\_ (hereinafter called "Vessel Owner"). WCYC hereby grants Vessel Owner permission to berth its vessel at Whaler's Cove Yacht Club, (hereinafter called WCYC or the Marina), and Vessel Owner hereby agrees to take the Slip defined herein for the term specified, subject to all the terms and provisions set forth below:

## 1. Definitions:

A: Slip No. \_\_\_\_\_

B. Terms: The term of the rental shall commence on \_\_\_\_\_, 20\_\_\_\_ and continue as follows subject to the payment of \_\_\_\_\_. For a period of \_\_\_\_\_ months and \_\_\_\_\_ days thereafter expiring on \_\_\_\_\_, 20\_\_\_\_ (a fixed-term lease).

## 2. Vessel Description

Vessel name \_\_\_\_\_

Doc. No. \_\_\_\_\_ Builder: \_\_\_\_\_ Builder Hull No. \_\_\_\_\_

Type: \_\_\_\_\_

Total Length (including bowsprit, pulpit, boarding step, etc.) \_\_\_\_\_

Beam: \_\_\_\_\_ Draft: \_\_\_\_\_

Insurer Carrier \_\_\_\_\_ Policy No. \_\_\_\_\_ Phone# \_\_\_\_\_

Insurer Carrier Agent Name: \_\_\_\_\_ Phone# \_\_\_\_\_

Vessel Owner agrees to give WCYC written notice of any change in the Insurance Carrier, Insurance Agent, or Insurance Policy Number, within five (5) days after the occurrence of any such change.

Vessel Registration: A photocopy of the current year's registration is to be received by the Harbor Marina Office no later than March 31, of each year.



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### 3. Vessel Owner:

Name: \_\_\_\_\_ Name of Spouse: \_\_\_\_\_

Home Address(es): \_\_\_\_\_

Business Address(es): \_\_\_\_\_

Home Phone#: \_\_\_\_\_ Business Phone#: \_\_\_\_\_

Legal Owner (e.g., bank, corporation, lien holder, or other name appearing on evidence of title):  
\_\_\_\_\_

Social Security No.: \_\_\_\_\_ Driver's License #: \_\_\_\_\_

Emergency Contact Person: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_ Phone# \_\_\_\_\_

Vessel Owner agrees to give WCYC written notice of any changes in the above information within five (5) days after the occurrence of any such change.

**4. Use Conditions:** Vessel Owner promises that it will perform or abide by each and every condition of use contained in this agreement. Vessel Owner will not cause or allow the slip to be used for any other purpose than the docking of only the vessel described in paragraph 2 above (hereinafter called "Vessel"), and for other uses consistent with said slip not prohibited herein.

**(A) Live-A-Boards:** While at the slip, no person shall live aboard the Vessel. Any occupancy of the vessel for more than forty-eight (48) hours, shall be considered as "living aboard".

**B) Discharge of Waste:** Any vessel having a marine toilet shall have a holding tank and shall satisfy all provisions of federal law pertaining to marine sanitation devices as approved for use in a No Discharge Harbor. No waste matter from skins, toilets, marine heads, holding tanks, bilges, or any other receptacles shall be discharged into the waters of the Marina. Vessel must be equipped with a holding tank designed to retain all human body wastes deposited in the receptacle until such time as the wastes can be discharged into a sanitary sewer system or discharged otherwise in accordance to the law.

**C) Signs:** No sign for the purpose of advertising or display shall be placed on the Vessel.

**D) Overhangs:** No part of the Vessel shall at any time extend over any portion of the dock in the Marina, and Vessel Owner agrees to indemnify and hold WCYC harmless for any injury or damage caused by failure to comply with this condition.



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**E) Securing Vessel:** At all times which the Vessel is docked, the Vessel Owner shall cause it to be safely and properly secured in the berth in a manner acceptable to WCYC. If WCYC deems it necessary to rescue the Vessel for any reason, Vessel Owner agrees to pay WCYC a reasonable service charge for doing so plus the cost of materials used therefore. However, WCYC assumes no responsibility for the safety of the Vessel and will not be liable for fire, theft, or any other damage to said Vessel, its equipment, or any property in or on said Vessel by reason of Company's decision either to rescue said Vessel or to not resecure said Vessel.

**F) Condition of Slip:** Vessel Owner hereby acknowledges that Vessel Owner has inspected the Slip and those portions of the Marina associated with the Slip, including without limitation, the floats, walks, gangways, and ramps, knows the condition of same hereby accepts the Slip in such "As-Is" condition and agrees that or WCYC shall not be responsible to Vessel Owner for any injury or damage caused by Vessel Owners or users of WCYC.

**G) Vessel's Owners Care of Slip and Docks:** Vessel Owner shall not store any small boats, dinghies, skiffs, bait tanks, power lines, water hoses, or other personal property whatsoever at the Slip (other than aboard the Vessel) or on the docks or gangways adjacent to the Slip, but shall keep the Slip and said docks and gangways in a neat, clean, and orderly condition free and clear of all such items other than power lines and water hoses in use. No wheels, fenders, rubbing stripes or other cushioning devices may be attached to a dock for the purpose of protecting hulls, without prior approval of WCYC, no alterations may be made to the docks,. Vessel Owner agrees to make a written report to WCYC of any conditions existing on or about the Marina which Vessel Owner believes to be a hazardous condition or which might develop into a hazardous condition.

**H) Commercial Enterprises:** Vessel Owner will not conduct or allow the Vessel to be used for commercial enterprises during the existence of this agreement

**I) Guest:** Vessel Owner agrees that all guests and hired personnel will conform their activities to the requirements of this agreement, and Vessel Owner agrees to be liable for, and to indemnify and hold WCYC harmless from, any damages or injury caused by any such guest or hired personnel while in the Marina. WCYC reserves the right to regulate the entry into the Marina by yacht brokers and yacht service personnel. WCYC may ascertain that third parties aboard the Vessel are authorized by Vessel Owner to be aboard.

**J) Extended Vessel Absence** If the Vessel Owner is planning not be present in the Slip for an extended period of time, WCYC must be notified of that fact and WCYC has the right to use the Slip in the Vessel absence. The Vessel Owner must notify WCYC when he/ she is returning within a 48 hour period.

**K) Change of Slip:** Company reserves the right to move or to require a Vessel Owner to move the Vessel from the Slip to another Slip within the Marina at any time for any reason whatsoever. Vessel Owner hereby grants to WCYC permission to board the Vessel for said purpose. Neither WCYC nor any of its officers, agents, nor employees shall have any liability for loss or damage resulting from any such movement of the Vessel or from failure to move the Vessel.



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**L) Insurance:** Vessel Owner agrees to secure and maintain during the term of this agreement a policy of complete Marine Insurance including Protection and Indemnity Liability with limits of not less than Five Hundred Thousand Dollars (500,000.00) per occurrence, naming WCYC, its agents and assigns as additional insured, with a certificate of insurance or said insurance policy and notice any changes shall be delivered to Company by the insurance carrier. In addition, Company shall receive thirty (30) days prior written notice of cancellation or other notices affecting the coverage pursuant to said policy of insurance.

**M) Assignment and Subletting:** Vessel Owner shall have **no** right or power to assign the Agreement or sublet the Slip or any part thereof to any other person or party whatsoever. No attempted transfer or assignment, whether voluntary or involuntary, by operation of law, under legal process or proceedings by receiver ship, in bankruptcy, or otherwise, and no attempted subletting shall be valid or effective, but shall automatically terminate this agreement. If Vessel Owner notifies Company of its intention to have the Slip vacant for a stated period WCYC may at its option allow temporary berthing use of the Slip by another vessel for any period in which the Slip is vacant.

**N) Regulations:** Vessel Owner agrees to use the Slip and the Marina in accordance with WCYC Rules and Regulations, a current copy of which Vessel Owner has received and which, by this reference, is made part thereof. Company reserves the right to modify its Rules and Regulations from time to time. Vessel owner further agrees not to violate any law, ordinance, rule or regulation of any government authority with respect to the Mooring or Marina.

**O) No Discrimination:** In granting permission to any person to moor its Vessel at WCYC, there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, sex, creed, national origin, or ancestry.

## **5. Damage and Destruction:**

**A) Vessel Owners Obligation:** Vessel Owner agrees to hold WCYC, its directors, officers, employees and agents harmless for and to pay on demand all reasonable costs of repairs or restoration resulting from any damage or destruction to the Slip or the Marina or any part thereof or any vessels in the Marina resulting from improperly connecting electrical service from the common outlet to the vessel, failure to turn off electrical, water or other utility appliances or lights when not in use, and littering of the Slip or adjoining common areas.

**B) Effect of Damage or Destruction:** In the event of damage to or destruction of the Marina or the Slip by fire, flood, earthquake, or any other cause or causes, Company shall have the option to:

- (1)** Treat this Agreement as continuing and repair or restore the Marina or Slip to their condition before such damage or destruction within Thirty (30) days of the occurrence of the same or, if insured within Thirty (30) days after WCYC any received permission from the insurer to proceed with repair or restoration.



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**(2)** Terminate this Agreement and all further obligations of either party by written notice to Vessel Owner. After the occurrence of such damage or destruction, the Vessel Owner's obligation to pay fees hereunder shall be abated in an amount which Company, in its sole discretion, shall determine to be proportionate to the area of the Slip tendered unfit for use by Vessel Owner during the period of repair or restoration.

#### **6. Limitations on Company's Liability:**

**A) Injury, Loss or Damage:** Unless caused by the fraudulent willful or illegal act of WCYC, Vessel Owner agrees that WCYC, its general partners, directors, officers, employees, and agents shall not be liable for any loss or damage to any article belonging to Vessel Owner or located in the Slip other facilities under control of WCYC. Vessel Owner hereby agrees to defend, indemnify and hold WCYC and its general partners harmless from all liability for any such injury, loss, or damage.

**B) Other Limitations:** Vessel Owner also agrees that WCYC shall not be liable for, and this Agreement shall not be terminated by, any interruption or interference with services or accommodations due to Vessel Owner caused by strike, riots, orders or acts of public authorities, acts of other Vessel Owners, accident, the making of necessary repairs to the Marina, or any other beyond WCYC's control.

**C) Waste, Quiet Enjoyment:** Vessel Owner shall not commit or permit any waste upon the Slip or any nuisance or act or thing which may disturb the quiet enjoyment of any other Vessel Owner in or about the adjoining slips. Violation of this provision shall be grounds for immediate termination of this Agreement at the option of WCYC. Vessel Owner shall not in any way use in any wasteful or unreasonable or hazardous manner any of the utilities furnished by Company.

#### **7. Remedies for Default:**

**A) Possessory Lien:** By execution of this Agreement Vessel Owner acknowledges that pursuant to Harbors Navigation Code and by the terms of this agreement, WCYC shall have a lien on the Vessel Owner's Vessel for money which may become due under this agreement. Pursuant to said statutory lien, wcyk has the right to take possession and control of and remove and store the Vessel or place Vessel for public auction for the purpose or perfecting and executing upon Company's statutory lien rights.

**B) Other Remedies:** If Vessel Owner fails to pay cost of repair or restoration or other charges to be borne by Vessel Owner hereunder, WCYC may at its own option, regard this agreement as continuing in force and recover from Vessel Owner damages caused by Vessel Owner's right to recover the slip fees due under this Agreement as the same shall accrue; or terminate Vessel Owner's right to use the Slip. The remedies herein above provided are not exclusive and Company may pursue any one or more of such remedies provided by law.

**C) No Waiver:** The exercise or failure to exercise any remedy provided herein for any breach hereof shall not be deemed as a waiver of WCYC's right to have that or any other remedy specified above for any other breach of the same or any other provision of this agreement. Failure by WCYC



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to exercise any of its rights under this Agreement or WCYC's acceptances of money fees after any default shall not be considered or therefore given or commenced.

**D) Attorney's Fees:** In the event either WCYC or Vessel Owner shall bring action in connection herewith, the party prevailing therein shall be entitled to recover as part of such action attorney's fees and court costs.

**8. Termination:** Except as otherwise provided in subparagraph 8(J) above:

**A)** This Agreement shall at the sole option of WCYC automatically and immediately terminate at such time as Vessel Owner sells, leases, charters, or otherwise transfers any or all of its interest in the Vessel to any party, whether or not such transfer is voluntary or involuntary by population of law, under legal process proceedings, by receivership, in bankruptcy or otherwise.

**B)** If Vessel Owner fails to perform any of the terms, conditions and promises as set forth in his agreement, WCYC may at its option without waiving any other remedies it may have, immediately terminate this Agreement upon written notice to Vessel Owner.

**C)** Upon termination of this Agreement, Vessel Owner shall remove the Vessel from the Slip, shall remove all other personal property, if any, from the Marina, and shall surrender to WCYC the Slip

**9. Notices, Demands and Services:**

**A) Notices demands and requests:** All notices, demands, and requests which may be or are required to be given pursuant to the provisions of this Agreement may be delivered in person, by posting and mailing pursuant to section of the New York Code of Civil Procedure or sent by United States mail, postage prepaid as follows:

**(1)** If to WCYC, to the Authorized Dockmaster of the Marina at its designated address identified in Paragraph 5 or to such other person or to such other address as WCYC may hereafter designate by written notice.

**(2)** If to Vessel owner, to Vessel Owner at the residence and/or business address set forth herein or to such other address as Vessel Owner may hereafter designate by written notice.

**B) Service or Process on Owner:** All other legal notices, demands and service of process to be given to WCYC may hereafter designate address identified in Paragraph 4 or upon such person or at such address as WCYC may hereafter designate by written notice.

**C)** All notices concerning termination shall be in writing, delivered to WCYC by mail or otherwise at least thirty (30) days prior to the proposed termination.

**10. Entire Agreement:** This Agreement constitutes the entire understanding of the parties hereto and superseded all prior agreements, understandings, discussions, statements and negotiations of the parties relating to the subject matter herein contained. This Agreement cannot be modified, rescinded or terminated unless in writing signed by both WCYC and Vessel Owner. Each party



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acknowledges that no representations, inducements, promises or agreements, oral or written, with reference to the subject matter hereof, have been made other than as expressly set forth herein.

WCYC, DOES NOT HEREBY ASSUME CUSTODY OR POSSESSION OF THE VESSEL OR ANY RESPONSIBILITY WHATSOEVER FOR THE CARE OR PROTECTION OF SAME AND VESSEL OWNER HEREBY ASSUMES ALL RISKS ASSOCIATED WITH THE USE AND OCCUPANCY OF THE MOORING. VESSEL OWNER REPRESENTS AND WARRANTS THAT ALL STATEMENTS HEREIN ARE FULL, TRUE, AND CORRECT. VESSEL OWNER ACKNOWLEDGES THAT THE WCYC HAS FULLY RELIED UPON THESE STATEMENTS IN EXECUTING THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**WCYC** (representative) signature

\_\_\_\_\_

**Vessel Owner Signature** Authorized Agent

\_\_\_\_\_

Date \_\_\_\_\_

Check here for acknowledgement that Tenant has received a copy of Marina Rules and Regulations which bear the revision

Vessel Owner(s) Signature: \_\_\_\_\_ Date: \_\_\_\_\_