

Seaview Association of Fire Island, NY, Inc.

December 15, 2010

Dear Seaview Homeowners and prospective 2011 seasonal boat basin slip renters:

Enclosed you will find a 2011 slip rental application, rules and regulations for the use of the boat basin, and the fee schedule. Because we plan to accept applications and make slip assignments by late February, we are asking for your cooperation in the following process:

1. Please complete the attached application and return to
Seaview Association- Boat Basin Application 2011
PO Box 86
Ocean Beach, NY 11770
Fax: 631 504 5481 (will be available late Spring of 2011)

Application must be received no later than **January 30, 2011. Please only send to Box 86 to avoid any delays**

2. Application should include:

- ◆ Completed application including signature on 1st page
- ◆ Check for full amount, **including electricity if appropriate**
- ◆ Copy of registration valid for the 2011 season
- ◆ Copy of proof of liability insurance naming the Seaview Association of Fire Island, N.Y., Inc. as an additional insured (liability no less than \$ 300,000) valid for complete 2011 season
- ◆ For those who won't have all the necessary documents or those who are considering purchasing a new boat, the documentation will need to be received prior to bringing the boat to the basin (check must be included with application regardless. It will be returned if the application is not accepted). In addition, all Seaview Association dues and charges must be paid prior to bringing boat into the basin.

3. Actual slip assignment will be made by the dockmaster and is subject to change

Please read the attached rules carefully. In particular, please focus on clauses with respect to Storage of items on Dock (Clause 15), Storage of Bicycles and Wagons (Clause 16) and the prohibition on Use of Barbecues (Clause 29). Please note that the rate for any seasonal slips where any part of the payment is made after March 10 may be subject to a 5% surcharge

The Seaview Boat Basin Committee

Anticipated Timeline (subject to change):

December, 2010	2011 applications mailed to all 2010 seasonal slip holders and all Seaview homeowners
January 30, 2011	Applications must be received at P.O. Box 86 Ocean Beach by 1/30/11
March 1, 2011(approx)	Seaview homeowners who have submitted an application by deadline will be notified of slip avail.
March 10, 2011 (approx)	Non Seaview Members notified of slip availability
May 5, 2011 (tentative)	Boat Basin slips available for use (subject to repairs resulting from winter storms or bulkhead repairs). We will discuss potential earlier availability if logistically possible. Service may be limited
October 13, 2011	Close of boat basin for 2011(tentative)

2010 Seasonal slip prioritization:

1. Seaview homeowners **in good standing** who had slips in 2010 and submit full application by January 20, 2011
2. Seaview homeowners **in good standing** who submit full application by January 20, 2011
3. Non Seaview 2010 seasonal slip renters who submit full application by January 20, 2011
4. Non Seaview prospective seasonal slip renters who submit full application by January 20, 2011
5. Seasonal slip applications received after January 20, 2011 will be reviewed in the order (1,2,3,4) above if additional spaces are available

Notwithstanding the above, we intend to reserve approximately 15 slips for renters paying the non Seaview rate

Acceptance of applications and assignment of slips is at Association's discretion and subject to available space.

The Seaview Boat Basin

2011 Seasonal Slip application

Central and Evergreen Street
PO Box 86, Ocean Beach, NY 11770-0086
Seaview, Fire Island, New York

Boat Owner _____ Address: _____ Town: _____

State/Zip: _____ Tel: (Home) _____ Cell: _____

Work: _____ Email address: _____

Seaview Homeowner: Y / N Seaview Address _____ Tel: _____

Seaview Renter: Y / N Owner name & address of rented home _____

Fire Island resident : Community _____

2010 Seaview Slip # _____

Type of boat: Power _____ Sail _____

Make of boat: _____ LOA** _____ Beam _____ Draft _____
** Must include pulpit and rear/swim platform in over-all length of boat.

Boat Name: _____ Reg # _____ Electric hook-up required : yes ___ no ___
(addtl fee applies- see below)

Type of motor: Outboard _____ Inboard _____ I/O _____ Year: of Boat _____

For Sailboats: Depth of keel: _____

By signing this Application the Applicant agrees that if Applicant is provided a slip in the Seaview Boat Basin, Applicant shall indemnify and hold harmless the Seaview Association of Fire Island, N.Y., Inc. and its officers, directors, employees, contractors and agents from and against any and all claims, liabilities, demands and judgments for any injury to person or property arising out of Applicant's use of the Seaview Boat Basin. This indemnification and hold harmless clause shall survive the expiration or termination of the term of this Rental Permit with respect to acts or events occurring or alleged to have occurred during the term of this Rental Permit. By signing below, **Applicant also acknowledges that he/she has received and read the Rules and Regulations of the Seaview Boat Basin and agrees to abide by these Rules and Regulations.**

Applicant shall return this Application to **Seaview Assn, PO Box 86, Ocean Beach, NY 11770**, accompanied by current registration (if vessel is motorized), check in the amount of the rental fee, and proof of liability insurance naming the Seaview Association of Fire Island, N.Y., Inc. as an additional insured. [Make checks payable to: Seaview Association]

Date _____ Name of Applicant (print) _____ Signature of Applicant _____

Office Use Only

Date recv'd: _____ Owner Status _____ Insurance Form. _____

Registration copy . _____ Fee paid: _____ Check # _____

****Please Note: Submission of an application does not guarantee slip assignment.**

1. **No boats may enter into any part of the Fire Island Ferries basin.**
2. **Ferries have the right of way entering or exiting the Boat Basin.**
3. Dogs must be kept on leashes at all times while on premises and are not permitted to be exercised.
4. The use of blowtorches, electric burning equipment for removing paint, and paint sprayers is strictly forbidden.
5. Engines will not be run in gear while boat is tied to slip.
6. Tenant shall not fasten boarding ladders, fenders, fender wheels, rubber tires, etc. to slips without approval of Operator.
7. No swimming, diving, fishing, crabbing, or clamming will be permitted within the Boat Basin.
8. No boats within the Boat Basin shall be operated in excess of the established speed limit.
9. Tenants may not use their slips for any commercial purpose.
10. Boats shall be in a seaworthy condition and not constitute a fire hazard, or they shall be removed from the Boat Basin at the expense of the Tenant.
11. All Tenants must furnish their own mooring lines of sufficient strength and size to assure the safety of their boats, and to avoid damage to adjoining boats. All boats must be tied up in slips in a manner acceptable to the Operator. If Operator shall find that any boat is improperly moored or secured, Operator may, at its discretion, provide mooring lines necessary at the Tenant's expense.
12. Operator shall at all times have access to the mooring space herein leased.
13. No advertising or soliciting of any kind is permitted on any boat within the Boat Basin except by Operator's written permission.
14. Any boat which may sink in the Boat Basin shall be removed by the Tenant. If Tenant shall fail to remove such boat on notice from Operator, the Operator may cause the boat to be removed at Tenant's expense.
15. Boat owners shall not store supplies, material, accessories or debris upon any walkway, and shall not construct any lockers, chest, cabinets or chests, steps, ramps or similar structures except with permission of the Operator. The Tenant shall keep the area around the boat free from debris and material of any nature, or Tenant shall be billed for necessary cleaning.
16. Wagons and bicycles may be kept on dock near your boat during daylight hours. At night, bicycles should be locked at the bike rack inside the gate of the marina, and wagons should be locked in the wagon park.
17. Tenant is to use all reasonable precautions to prevent damage to mooring slips, Docks, cleats, electrical outlets, and any other Boat Basin property, and will be liable for any damage thereto. Operator warrants that the equipment shall be in good working order. Failure to give written notification to Operator of any and all malfunctioning equipment shall constitute Tenant's acceptance of such equipment. Tenant shall not cause or permit to be deposited any waste, dirt, or other matter in the slip or water, or adjoining areas, and will keep all thereof in a clean condition and will use all precautions to prevent fire or accidents and will create no nuisance on or about the premises. The Tenant shall be responsible for the cost or repair of any electrical outlet, or similar equipment damaged or destroyed during the term of this agreement. Operator shall fix said equipment upon notification and receipt of payment from the Tenant. The Tenant shall not make any said repair himself.
18. Operator shall not be responsible for any Tenant's material stored on boats or on it's property including dock lines, hoses, boarding steps, ladders, etc.
19. The use of ladders, scaffolds, or electric extensions is at the sole risk of the user, and Operator shall be exempt from any and all liability or damage or injury to any person or property caused by or as a result of the use of any electrical appliances and equipment.
20. Operator reserves the right to re-assign slips, or to use or rent any vacant berth in the absence of the regular tenant, and seasonal rental rates are quoted with this privilege in mind.
21. No person, unless it shall be the boat owner, shall make any repair to the boat, motor or any part thereof unless the Operator has given permission in writing.
22. No refuse shall be thrown overboard. Garbage shall be deposited in cans supplied for the purpose, and other debris shall be placed where specified by the Operator. No discharge overboard is permitted. All boats with toilets must have tablets inserted into their holding tanks.
23. Disorder, depredations or indecorous conduct by a Tenant or his visitors that might injure a person, cause damage to property or harm the reputation of the Boat Basin shall be cause for immediate removal from the Boat Basin of the boat in question.
24. All boats with propane on board must comply with all applicable Federal, State, Suffolk County, and Town of Islip statutes, and all regulations governing the use of propane and propane installations.
25. Children are not allowed on the bulkhead, deck or floating docks without an accompanying parent, or a responsible adult, and wearing a life preserver.
26. No baby pools can be placed on the dock.
27. No towels nor laundry lines can be hung in public.
28. No satellite dishes can be set up on the dock.
29. No barbecuing is permitted in the Boat Basin.

30. The use of shore power cord(s) is at the sole risk of the user, and Operator shall be exempt from any and all liability for any damage, or injury to any person or property caused by, or as the result of use of any electrical appliance. Shore power cord(s) shall not be plugged in to any other outlet, or Tenant becomes liable for that electric bill.
31. It is understood and agreed by the Tenant that the Operator it's agents, and employees will not be responsible for any damage or loss of life or personal injury, malicious vandalism, freezing, acts of God, or latent defects in the hull or machinery, and does not carry any insurance to cover same.
32. Notwithstanding any other provisions of this agreement, Operator does not waive any claim for actual damages which it might suffer due to actions of Tenant.
33. Tenant shall indemnify and hold harmless the Seaview Association of Fire Island, N.Y., Inc. and its officers, directors, employees, contractors and agents from and against any and all claims, liabilities, demands and judgments for any injury to person or property arising out of Tenant's use of the Seaview Boat Basin. This indemnification and hold harmless clause shall survive the expiration or terminations of the Rental Permit with respect to acts or events occurring or alleged to have occurred during the term of this Rental Permit.
33. The Tenant agrees that if the Operator requires the assistance of any attorney to enforce a provision of this contract, the Tenant will be responsible for reasonable attorney fees.
34. This contract constitutes the entire agreement between the parties and shall not be altered except in writing and signed by the parties.

2011 Seasonal Rate schedule:

	Seaview Owner	Non Seaview Owner **
Seasonal Rate in \$/ foot length *		
Boats less than or equal to 30 feet	\$ 130	\$ 185
Boats greater than 30 feet	\$ 185	\$ 235
Minimum charge per boat (less than 16 feet)	\$ 2,000	\$ 3,000
 Electricity (if requested-30 amp)		
Seasonal	\$ 1,000	\$ 1,000

* Length includes Pulpit and Swim Platforms

** Includes Seaview Renters
(Homeowner must be an Assn member in good standing)