



3 Main Street
 Newtown, CT 06470
 Phone (203) 270-4340
 Fax (203) 270-4333
 www.newtown-ct.gov

Amy Mangold
 Director

TOWN OF NEWTOWN
PARKS & RECREATION DEPARTMENT

January 2016

Dear Eichler's Cove patrons,

We look forward to welcoming you back to Eichler's Cove Marina for the 2016 season. As previous slip renters, both resident and non-resident, you will be given priority to renew your boat slip rental through February 27th. The period from March 2nd to March 26th is for Newtown residents and returning slip holders on a first-come, first-serve basis. Starting March 29th registrations are again open to all, residents and non-residents, on a first-come, first-served basis. Please let us know if you do not plan on retaining your slip this season.

Full payment for your slip rental is due at the time the Vessel Slip Rental Agreement is completed. No partial payments will be accepted. Please include a copy of your current vessel and vehicle registrations. Vessel Slip Rental Agreement will **NOT** be accepted without full payment and copies of both registrations. All payments will be made to "Newtown Parks and Recreation". We accept exact cash, checks, MasterCard, Visa and Discover.

MARINA SLIP SEASON: May 13th - October 10th, 2016

*All vessels MUST be removed by 10:00 pm on Monday, October 10th, 2016.

		<u>Rental Fee</u>	<u>Sales Tax</u>	<u>Total Due</u>
Newtown residents:	19 ft and under	\$1,076.00 season +	\$68.33	= \$1,144.33
	over 19 ft	\$1,339.00 season +	\$85.03	= \$1,424.03
Non-residents:	19 ft and under	\$1,348.00 season +	\$85.60	= \$1,433.60
	over 19 ft	\$1,623.00 season +	\$103.06	= \$1,726.06

*We are required by the State of Connecticut to collect sales tax (6.35%) on storage or mooring of any noncommercial vessel on land or in the water.

Once we have received your payment, your marina vehicle parking permit, and 4 family member beach passes will be mailed to you. Additional resident permits for Newtown residents can be picked up at the Parks and Recreation Department office by showing your car registration and your CT driver's license. All non-residents with slips will be allowed only one vehicle parking permit. Only one owner listed on the vessel registration is entitled to a parking permit as a non-resident with a rental slip. However, additional non-resident passes can be purchased at the Newtown Parks and Recreation office for the fee of \$150 each. This is due to the shortage of parking spaces. The permit must be displayed on the front passenger windshield of your car.

Enclosed are the 2016 season Vessel Slip Rental Agreement and a form for your beach passes. Only the one owner listed on the Vessel Registration is entitled to these 4 beach passes. (Example

of immediate family: 2 parents and 2 children.) Please complete both and return with your payment.

*We also want to let you know that we continue to offer dry storage rental of canoes and kayaks, and new this season we offer jet ski slips on a limited basis. If you would like further information on any of these services don't hesitate to contact our office.

We look forward to your return to Eichler's Cove!

Sincerely,

Deborah Denzel

Deborah Denzel
Administrative Assistant
203.270.4340 ext.4404
deborah.denzel@newtown-ct.gov

VESSEL SLIP RENTAL AGREEMENT

On this the _____ day of _____, 2016, this Vessel Slip Agreement is entered into on the above date by and between the Town of Newtown as Owner. Hereinafter, "Owner" of SLIP # _____ at Eichler's Cove and

PLEASE PRINT CLEARLY

Name: _____

Address: _____

City/State/Zip: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Email Address: _____

(hereinafter "Renter") for the dockage of:

Vessel Year/Make: _____

Vessel Length (feet): _____ Beamwidth: _____ Color: _____

Type of Vessel: Inboard: ___ Outboard: ___ Inboard/Outboard: ___ Pontoon: ___ Jet Ski: ___

Make of Motor: _____ Horsepower: _____

Vessel Registration No. (provide copy of current vessel registration): _____

Car License Plate No. (provide copy of current vehicle registration): _____

The Renter warrants that it owns the above described vessel. The parties agree to the following:

1. **Limit on Use** – This Agreement only applies to allow dockage of the described vessel. If Renter desires to dock a vessel other than referenced above, Renter must complete a new agreement, be bound by the conditions of the new agreement, and pay additional charges arising there from.
2. **Term** – This Vessel Slip Rental Agreement is for the period **May 13th, 2016 through October 10th, 2016** inclusive, if not sooner terminated.
3. **Rents** – The rental rate shall be \$ _____ for the term. All slip rentals shall be paid in full upon the signing of this Vessel Slip Rental Agreement. Checks should be made payable to the "Newtown Parks and Recreation".
4. **Termination by Owner** – The Owner may terminate this agreement for cause if the Renter violates any of the terms and conditions in this Agreement, the Owner shall have the option of terminating this Agreement upon the lesser of three (3) days actual notice, or ten (10) days written notice to Renter sent by certified mail, return receipt requested

to the Renter's address listed above. Renter must remove their vessel from the slip prior to the end of the notice period. If Renter fails to remove their vessel, the Owner shall have the right to remove and store the vessel, all at the Renter's sole cost and expense. Renter shall pay to Owner all the charges Owner incurs before the Renter may retrieve his vessel.

5. **Default** – If the Renter defaults under any terms of this agreement, the Owner shall have all remedies allowed to it under the law. Renter shall be responsible for all of Owner's reasonable attorney's fees and costs in connection therewith.
6. **Sublease** – Renter agrees not to transfer, sublet, assign, or permit the use of their slip by any other person or vessel than described above the Paragraph 1 above.
7. **Rules and Regulations** – Renter agrees to be bound by the current rules and regulations of the Owner which is available to the Renter through the Newtown Parks and Recreation Department. This includes having the proper forms completed and on file in the Newtown Parks and Recreation Department, together with payment in full, before the vessel arrives in the marina. Said rules and regulations may be lawfully changed from time to time by the Owner. It shall be the responsibility of the Renter to abide by these rules and regulations and to keep himself apprised of the most current permutation of such rules and regulations. In any explicit conflict between the rules and regulations and this Agreement, this Agreement shall govern.
8. **Foul Weather** – Renter agrees that it is not relying in any way upon the skill or intervention of the Owner to protect the vessel should foul or dangerous weather threaten to damage the vessel. The Renter agrees to hold the Owner, its contractors, agents and employees harmless, indemnify and defend them from any claims of any other owners of property or vessels at Eichler's Cove Marina arising out of contact with the Renter's vessel, and further agrees to be responsible to the Owner for damage to the Owner's facilities or property arising out of contact with Renter's vessel or any fuel or appurtenance there from, including, without limitation, dock damage, environmental fines, and all other liabilities.
9. **Indemnification** – When the Renter pays to dock his vessel at this facility, he is only renting space to dock his vessel. The Renter takes the same risk of his vessel being damaged or stolen at this facility that he would take if the vessel were damaged or stolen while it was parked at Renter's home. Owner is not responsible for any damage to Renter's vessel (including the theft of Renter's vessel or the contents of same) while it is docked at this facility. Further, Renter agrees to indemnify and hold harmless Owner from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the storage, maintenance and/or operation of Renter's vessel.

- 10. **Entire Agreement** – This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and it may not be amended except in writing signed by both parties hereto.
- 11. **Choice of Law and Forum** – Any dispute arising hereunder shall be governed by the laws of the State of Connecticut, and any action to enforce this agreement must be brought exclusively in the courts of the State of Connecticut.
- 12. **Severability** – In the event that any provision of this Agreement should be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect.
- 13. **Binding Nature** – This agreement is binding upon and shall insure to the benefit of all parties hereto and their respective heirs, successors, and assigns.

Waiver of Town Liability: I, the undersigned, assume all risks and hazards incidental to such participation in the above mentioned activity; and I hereby, waive, release, absolve indemnity, and agree to hold harmless the Newtown Parks and Recreation Department and the Town of Newtown, etc. for any claim arising out of injury to myself, family or guest. There is no medical coverage.

In witness whereof, the parties hereto have executed this agreement on the date first set forth above.

Renter's Signature: _____ Date: _____
 Renter's Signature: _____ Date: _____
 Owner's Signature: _____ Date: _____

(It is agreed by all parties that faxed signatures will be accepted by both parties.)