

VESSEL SLIP RENTAL AGREEMENT

On this the _____ day of _____, 2024, this Vessel Slip Agreement is entered into on the above date by and between the *TOWN OF NEWTOWN* as *Owner* (hereinafter "*Owner*") of WATERCRAFT SLIP # _____ at Eichler's Cove

AND

NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

HOME PHONE: _____ WORK PHONE: _____ CELL PHONE: _____

EMAIL ADDRESS: _____

(Hereinafter "*Renter*") for the dockage of:

VESSEL YEAR/MAKE: _____ COLOR: _____

VESSEL REGISTRATION NUMBER (provide copy of current vessel registration): _____

CAR LICENSE PLATE NUMBER (provide copy of current vehicle registration): _____

The *Renter* warrants that they own 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 of.
2. **Term** – This Vessel Slip Rental Agreement is for the period **May 15, 2024 through Columbus Day, October 14, 2024** inclusive, if not sooner terminated.
3. **Rents** – The rental rate shall be \$_____ slip #_____, for the term. All slip rentals shall be paid in full upon the signing of this Vessel Slip Rental Agreement. Please make checks payable to "Newtown Parks and Recreation". We also accept cash, MasterCard, Visa and Discover.
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 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 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, they are only renting space to dock their vessel. The *Renter* takes the same risk of the vessel being damaged or stolen at Eichler's Cove facility that they 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 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: _____

OWNERS SIGNATURE: _____ DATE: _____

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

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