

Seaview Association of Fire Island, NY, Inc.

January 16, 2017

Dear Boat Owner:

Enclosed you will find a 2017 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. Submit application by mail to:
Seaview Boat Basin c/o Bob Friedman
PO Box 766
New Hyde Park, NY 11040
Email a copy to: seaviewFImarina@gmail.com if you would like a confirmation.

Application must be received no later than **February 15, 2017** in order to receive homeowner or past renter *priority*.

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 2017 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 2017 season
- ◆ For those who won't have all the necessary documents or those who are considering purchasing a new boat, the missing **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, if you are a homeowner, all Seaview Association dues and charges must be paid prior to bringing boat into the basin. **No boats will be permitted to dock without full documentation. Please submit before bringing your boat out for the first time.**

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

The Seaview Boat Basin Committee

Anticipated Timeline (subject to change):

January 15, 2017	2017 applications e-mailed to all 2015 seasonal slip holders and posted on the Seaview website.
February 15, 2017	Applications must be post marked and sent to: PO Box 766, New Hyde Park, NY 11040 <i>in order for "past renter" to receive priority.</i>
March 1, 2017 (approx.)	Seaview homeowners who have submitted an application by deadline will be notified of slip avail.
March 10, 2017 (approx.)	Non-Seaview Members notified of slip availability.
May 6, 2017	Boat Basin slips available for use (subject to repairs resulting from winter storms or bulkhead repairs). Weekend dock master coverage.
June 2, 2017	Full time dock master coverage.
September 18, 2017	Weekday dock master coverage ends.
October 9, 2017	Close of boat basin for 2017.

2017 Seasonal slip prioritization:

1. Seaview homeowners **in good standing*** who had slips in 2017 and submit full application by February 15, 2017.**
2. Seaview homeowners **in good standing** who submit full application by February 15, 2017.*
3. Non Seaview 2017 seasonal slip renters who submit full application by February 15, 2017.
4. Non Seaview prospective seasonal slip renters who submit full application by February 15, 2017.
5. Seasonal slip applications received after February 15, 2017 will be reviewed in the order (1,2,3,4) above if additional spaces are available

**good standing for purposes of renting a slip means all Association charges and other obligations due by 1/1/17 must be paid in full or the application will not be processed. accepted. All 2017 charges must be paid in full prior to accessing the Boat Basin.*

***Notwithstanding the above, we intend to reserve up to 15 slips for renters paying the non-Seaview rate.*

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

The Seaview Boat Basin 2017 Seasonal Slip application

Mail to:
Seaview Boat Basin c/o Bob Friedman PO Box 766, New Hyde Park, NY 11040
seaviewFImarina@gmail.com

Boat Owner _____ Address: _____ Town: _____

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

Work: _____ Email address: _____ Seaview resident: __ Y __ N

If Seaview Homeowner: Seaview Address _____ Tel: _____

If Seaview Renter: Owner name & address of rented home _____

If from other Fire Island Community: address _____

2017 Seaview Slip # (if applicable) _____

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Type of boat: Power _____ Sail _____ Depth of keel: _____

Make of boat: _____ LOA** _____ Beam _____ Draft _____

** Must include pulpit and rear/swim platform in over-all length of boat.

Boat Name: _____ Reg. # _____ Electric service required? yes ___ no ___
(additional fee applies- see below)

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

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.**

Please return this Application to **Seaview Assn, PO Box 766, New Hyde Park, NY 11040**, 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. Please make checks payable to: Seaview Association of F.I., Inc.

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

Office Use Only

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

Registration copy _____ Fee paid: _____ Check # _____

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

Rules and Regulations of the Seaview Boat Basin - 2017

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 including renting out use of the boat.
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 across from the ferry terminal. Wagons and bicycles improperly stored overnight will be removed.
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 its 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. Tenant may not sub-lease the assigned slip except with the written permission and sole discretion of the operator.
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 using open flames is permitted on the deck of the Boat Basin.
30. Vessels with unusually loud engines will not be permitted to dock in the Boat Basin.
31. 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.
32. It is understood and agreed by the Tenant that the Operator its 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.
33. 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.
34. 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.
35. 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.
36. Operator reserves the right to close the Boat Basin in the event of a weather emergency. Tenant agrees to follow Operator's directions concerning removal and return of his/her vessel. There will be no refunds due to such a closure unless it was for one week or more.
37. Slip rental allows free use of the Association's private Bay Beach Park by a maximum of 6 persons per boat. Please see the dock master for a permit for Park access. Permission may be revoked at the discretion of the Association or its agents for failure to abide by the rules and/or directions of the Bay Beach Park management.
38. The Operator may amend these rules at any time by e-mailing the amended rules to Tenant and posting a set at the Dock Masters house.
39. This contract constitutes the entire agreement between the parties and shall not be altered except in writing and signed by the parties.

2017 Seasonal Rate Schedule

	Seaview Homeowner	Non-Homeowner (includes renters**)
Seasonal Rate in \$/foot length*		
Boats less than 30'	\$165.	\$235.
Boats 30' and longer	\$225.	\$280.
Minimum charge per boat	\$2,800	\$3,900
Jet Ski's	\$1375.	\$1,900.
Optional Electric service (30 amp)	\$1,350	\$1,350

* Length includes Pulpit and Swim Platforms

** Includes Seaview Renters (Homeowner must be current in all Association fees and otherwise in good standing).