



Dockage & Storage
Gas & Supplies
Boat Maintenance
Picnic Pavilions



13 Verona Beach, NY 13162

Phone: (315) 762-5104 Fax (315) 762-5104

SNUG HARBOUR RESORT,
An Enterprise of the Oneida Indian Nation
2006 SUMMER DOCKAGE AGREEMENT

This Agreement is made by and between Snug Harbour Resort (the "Marina") and the undersigned ("Customer") for the use of a dock and related facilities at the Marina from May 15, 2006 until October 30, 2006. The Marina and the dock may be used for recreational purposes only. The use of the Marina is personal to Customer and is not transferable. Upon acceptance of this Agreement by the Marina, Customer will be assigned a specific dock.

Please check below if Customer desires summer trailer storage. If so the customer must label the trailer.

_____ I wish to store my boat trailer at the Marina for no additional charge. I understand that
(Customer Initials) Snug Harbour is not responsible for theft or vandalism of my trailer.

Dock Rates

| | | | |
|----------------------|----------|-------------------|------------|
| 14' x 6.5' Beam..... | \$325.00 | 26'1" to 31'..... | \$1,025.00 |
| 14'1" to 18'..... | \$650.00 | 31'1" to 36'..... | \$1,200.00 |
| 18'1" to 22'..... | \$760.00 | 36'1" to 41'..... | \$1,350.00 |
| 22'1" to 26'..... | \$925.00 | | |

There is a minimum charge for any boat with dockside electricity of \$900.00 plus electric.

Dockside Electric @ \$4.00 per ft. single: _____ \$6.00 per ft. double: _____

Total Amount Due for 2006: _____ Last seasons Dock #: _____

Enclosed is \$ _____ = 50% deposit due on signing and **balance due 4/15/06.**

Please fill in all the information requested below and sign where indicated. Please return the signed Agreement with your 50% deposit to:

Snug Harbour Resort
P.O. Box 803
Oneida, NY 13421

BE INSURED! THE MARINA DOES NOT COVER YOUR BOAT, BOAT TRAILER, MOTOR, EQUIPMENT OR ANY OTHER ITEMS OWNED BY CUSTOMER FOR ANY LOSS OR DAMAGE, WHETHER CAUSED BY WEATHER, ACT OF GOD, VANDALISM, THEFT, COLLISION, OR NEGLIGENCE OF OTHERS.

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ (home) _____ (business)

Boat Make: _____ Boat Size: _____

Boat Registration Number: _____

Trailer Make: _____ Color: _____ Plate #: _____



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Please fill out all of the information and sign.

TERMS AND CONDITIONS

- I. Marina reserves the right to assign and reassign dock space as it deems necessary. Marina reserves the right to determine the availability and compatibility of the Marina with any particular boat and to deny access to facilities on that basis.
- II. All fees must be paid in full prior to April 15, 2006. Failure to pay deposits and balances when due will result in cancellation of any reservation in Customer's name without notice. Marina reserves the right to terminate this Agreement at any time without prior notice. If Marina terminates this Agreement, it will refund a pro-rata portion of all prepaid fees provided Customer's boat is removed within seven (7) days of notice of termination.
- III. Customer agrees to be responsible for the proper and safe dockage of his/her boat. Customer shall ensure that the boat is properly moored to the dock with line of sufficient strength and in such a manner that it does not contact adjacent boats. Customer must ensure that all fuel tanks, liquid propane tanks, stoves, waste water holding tanks and any other similar materials and equipment are properly turned off, stored, ventilated, or sealed, etc. Marina shall have the right, but not the responsibility, to inspect any boat docked at the Marina for improper or unsafe conditions and can require correction or removal of the same. In the event the Marina determines that any boat is leaking fuel, effluent, or any other unlawful or unauthorized material or chemical Customer agrees, upon notice to immediately remove the boat from the water and correct the condition. In the event the boat is not removed within a reasonable amount of time after notice, Customer agrees that the Marina may remove the boat from the water without any liability whatsoever and at Customer's sole cost and expense.
- IV. Customer may display or advertise his/her boat for sale on Marina property only with the written authorization of the Marina. Upon sale, Customer will be required to pay the Marina a 5% commission, up to a maximum of \$1,000.00, as part of the use of the Marina facilities to sell the boat.
- V. While Marina strives to maintain safe and functional facilities, Customer's use of the facilities is solely at Customer's own risk. Marina is not liable for injury or damage to Customer, Customer's boat, trailer or property caused by any person not employed by Marina or by any act of God, including, but not limited to, floods, high or low water levels, high winds, heavy rains, ice, sleet, snow, or any other similar weather conditions. Marina is also not liable for injury or damage to Customer, Customer's boat or Customer's property caused by any submerged structures, rocks, logs or floating debris.
- VI. Customer is solely responsible for any and all injuries or damage to persons or to the property of any persons, or to Marina and its employees and agents, caused by Customer, Customer's family and/or guests, or Customer's boat. Customer agrees to defend, indemnify, and hold harmless Marina, its owners, officers, agents, and employees from all liabilities for bodily injury or property damage caused by the intentional or negligent act(s) or omission(s) of Customer, Customer's family and/or guests. In addition, Customer warrants and represents that Customer has adequate insurance to cover potential damage, with minimum coverages of One Hundred Thousand Dollars (\$100,000) per occurrence for bodily injury and property damage.
- VII. Pets are welcome at the Marina, however, please remember that Customer is responsible for his/her pet, including any damage caused by it. Accordingly, Customer must clean up after his/her pet and restrain it from interfering with the recreation, comfort or use of the Marina by other persons. Failure of Customer to act responsibly with a pet will result in the Marina prohibiting the presence of the pet at the Marina.
- VIII. Picnic facilities are provided by the Marina for the use and pleasure of all persons using the Marina. Customer must supply his/her own charcoal or propane grill, stove, etc., and is responsible for its safe operation. Customer must remove his/her belongings from the tables when not in use to allow others to use the facilities. The Marina is not responsible for any items left at the Marina. Please refrain from bringing personal picnic tables to the Marina. If a shortage of tables occurs, please inform the Marina manager and necessary arrangements will be made.
- XI. Marina will, from time to time, issue certain rules governing the use of the facilities and conduct by users. Customer agrees to abide by any rules posted at Marina facilities or mailed to the address provided by Customer on the front page of this Agreement, or otherwise communicated to Customer by Marina. In particular, Customer agrees to abide by any Marina rules regarding the use of petroleum products, open fires, garbage, cleaning materials and other hazardous or environmental concerns. Customer further agrees to abide by all applicable laws, rules, regulations, codes and ordinances governing the use of the boat, the use of public waterways and/or the use of the Marina.

I agree to all of the terms and conditions of this Agreement.

Customers Signature: _____ Date: _____