

**TUNA'S BOARDWALK MARINA, LLC.**  
**955 Ferry Blvd**  
**Stratford, CT 06615**  
**203-377-9000**  
**203-377-9001 Fax**

## RATE AND INFORMATION SHEET - SUMMER 2022

ALL INFORMATION TO BE PROVIDED BY LESSEE MUST BE COMPLETED PRIOR TO USE OF THE SLIP BY LESSEE

OWNER NAME: \_\_\_\_\_  
STREET: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
EMERGENCY CONTACT: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_  
VESSEL NAME: \_\_\_\_\_ MAKE: \_\_\_\_\_  
YEAR/ MODEL: \_\_\_\_\_ LENGTH : \_\_\_\_\_  
REG. OR DOC#: \_\_\_\_\_ HULL ID#: \_\_\_\_\_

**VESSEL INSURANCE: INSURANCE CERTIFICATE MUST BE PROVIDED TO MARINA ALONG WITH CURRENT REGISTRATION CERTIFICATE.**

PUMPING OF HOLDING TANKS ARE THE RESPONSIBILITY OF THE OWNER.

**RATES/SUMMER; Normal: \$90/ft Inside, InsideT: \$100/ft T-Heads: \$110/ft**  
*As of first freeze or October 15st, all Water and Power will be disconnected to all docks.*

Lessee shall deliver to lessor a fully signed and completed contract before slip assignment.

Deposit for 1/3 of summer rent payment due on or before January 1, 2022 **IN ORDER TO BE GUARANTEED DESIRED SLIP - NO EXCEPTIONS.** The balance of summer rent is due April 1, 2022 unless prior payment arrangements are made prior to date.

### RENT AND USE TAX SHALL BE DUE WITHOUT NOTICE FOR BILLING

SUMMER: \$ \_\_\_\_\_  
Electric: \$ \_\_\_\_\_  
Sub-Total: \$ \_\_\_\_\_  
Sales Tax: \$ \_\_\_\_\_  
**TOTAL: \$ \_\_\_\_\_**

VESSELS REQUIRING **50 AMP** SERVICE ARE CHARGED \$350.00 PER CORD: **30 AMP** SERVICE ARE CHARGED \$250.00 PER CORD FOR VESSELS UP TO 30 FEET; **31 FEET AND OVER USING 30 AMP SERVICE ARE CHARGED \$275.00 PER CORD.** Notwithstanding anything to the contrary in the lease, and without prejudice to any other remedies Lessor may have against Lessee for any default hereunder, Lessor may terminate this Lease without notice to Lessee in the event Lessee fails to make timely payments on any of the rent and use tax hereunder. In such case (a) any payments of rent and use tax previously made shall be forfeited and any rent so forfeited shall automatically become the property of Lessor, (b) Lessor shall have the right to lease the slip to other lessees with no duty of mitigation to lessee, and (c) should Lessee and lessor mutually agree to reinstate the Lease, Lessor shall have the right to increase the amount of rent payable hereunder and to substitute another slip in the Marina for the slip.

## SUMMER WET SLIP BOAT STORAGE AGREEMENT

### The parties agree as follows:

THIS BOAT STORAGE AGREEMENT (“Agreement”), dated \_\_\_\_\_, is by and between Owner, as defined below, and Tuna’s Boardwalk Marina, LLC, (“Boardwalk Marina”). Owner desires to rent from BOARDWALK MARINA storage space for the Boat, as defined below, at BOARDWALK MARINA.

**Storage Rental:** BOARDWALK MARINA hereby leases to Owner, and Owner hereby rents from BOARDWALK MARINA, a storage space for the Boat, at the Storage Rate, defined below. BOARDWALK MARINA’s authorized personnel shall park the Boat in the above-described space and store the same.

The storage area is provided in an “AS IS” condition. Only the Boat described above, registered in the name of the Owner, shall be stored pursuant to this Agreement. Customer shall not use the storage rental space for the storage of any other personal property. Although Owner shall be entitled to the exclusive occupancy of a storage space at the BOARDWALK MARINA facility, at BOARDWALK MARINA’s convenience, and from time to time, BOARDWALK MARINA may move the Boat to different equivalent spaces located within BOARDWALK MARINA’s facilities. Notice of such movement is not required to be provided to Owner beforehand.

**Storage Rate:** The Owner shall pay to BOARDWALK MARINA \$ \_\_\_\_\_ per month/season/year for the storage services provided by BOARDWALK MARINA to Owner (“Storage Rate”). The Storage Rate is exclusive of any applicable sales tax. As of the date first stated above, the Owner has submitted a payment for the first month’s/season’s/year’s full amount of \$ \_\_\_\_\_. The Storage Rate, either monthly, seasonal or annual, is payable in advance. If the Agreement is terminated early a prorated refund will be issued after the amount due is recalculated at the appropriate rate for the storage period. Payment of all invoices related to the Storage Rate are due upon receipt by Owner and **all accounts must be paid by Owner in full before the Boat may be removed from BOARDWALK MARINA’s premises.** Non-receipt of an invoice shall be no defense for liability to make payment for the rental of the storage space as specified herein. Owner shall have personal responsibility and liability for, and the Boat shall serve as security for, all costs, demands, charges and accounts due and owing to BOARDWALK MARINA from services provided in relation to the use and/or storage of the Boat by Owner, his invitee, guests or other authorized persons. All services provided to authorized persons utilizing the Boat shall be deemed to have been incurred directly by Owner and shall constitute his personal obligation.

**Late or Non-Payment of Storage Fee.** All amounts due under this Agreement shall be subject to a FINANCE CHARGE OF 1.5% PER MONTH, if not received by BOARDWALK MARINA on their due date. At its discretion, if the account remains in default, BOARDWALK MARINA may sell or otherwise dispose of the Boat stored under the terms of this Agreement in accordance with Connecticut law (see Possessory Lien and Vessel Lien below).

**Term.** This Agreement is for a term of \_\_\_\_\_ months beginning with the month stated on the front of this Agreement. If annual, this Agreement will automatically renew from year to year unless canceled by either party by providing written notice of such cancellation to the other party not less than thirty (30) days in advance of the end of the annual term. In the event the Owner does not remove the Boat from the premises upon the expiration of the term of this Agreement, the Agreement shall continue on a month-to-month basis, provided Owner is not otherwise in default and Owner shall prepay the monthly storage charge.

**Insurance Requirement.** Owner's storage of the Boat shall at BOARDWALK MARINA's facilities shall be at Owner's sole risk. Owner shall at all times maintain adequate insurance on the Boat and shall take any and all necessary precautions to secure the Boat while stored on BOARDWALK MARINA's premises. Owner acknowledges it is Owner's responsibility to obtain reimbursement for all insurance claims.

Insurance

Carrier:

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**BOARDWALK MARINA's Possessory Lien.** Owner hereby acknowledges BOARDWALK MARINA's possessory lien upon the Boat, and its contents, stored pursuant to this Agreement regarding any unpaid fees due and owing for rental of the storage space or for repairs or other services provided in relation to said Boat. BOARDWALK MARINA shall have the right to use reasonable means to retain the Boat in its possession, including the hauling of the boat at Owner's expense and to exercise all rights and remedies with respect to the Boat, including, but not limited to, its right of a Vessel Lien as set forth below.

**BOARDWALK MARINA's Vessel Lien.** Owner is hereby notified of BOARDWALK MARINA's right of a Vessel lien pursuant to Connecticut General Statutes Section 49-55 upon the Boat, and its contents, stored pursuant to this Agreement regarding any unpaid fees due and owing for rental of the storage space or for repairs or other services provided in relation to said Boat. In the event enforcement and foreclosure of this lien becomes necessary, BOARDWALK MARINA shall have the right to retain the Boat in its possession and to exercise all rights and remedies with respect to the Boat secured hereby as set forth under statute mentioned herein above, including, but not limited to, the right to sell the Boat or make other disposition thereof to pay all outstanding obligations on the part of Owner to BOARDWALK MARINA. If enforcement becomes necessary, BOARDWALK MARINA will give written notice pursuant to Connecticut General Statute Section 49-55a of its intent to sell the Boat. The form of notice as prescribed by the Office of the Connecticut Secretary of State is attached hereto. Any funds in excess of the amount due and reasonable costs resulting from the sale or disposition of the Boat will be forwarded to the Owner within twelve (12) months of sale or disposition of boat. The Owner hereby certifies that the following lien holders are the only persons with any interests in the Boat other than Owner:

Lien Holder:

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Lien Holder:

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**WAIVER OF LIABILITY AND INDEMNIFICATION:** OWNER'S STORAGE OF THE BOAT SHALL BE AT OWNER'S SOLE RISK. BOARDWALK MARINA, ITS EMPLOYEES AND OFFICERS SHALL HAVE NO LIABILITY TO OWNER FOR THE THEFT, DAMAGE OR VANDALISM OF THE BOAT OR ITS CONTENTS WHILE IN BOARDWALK MARINA'S FACILITIES OR WHILE BEING TRANSPORTED BY BOARDWALK MARINA. OWNER HEREBY HOLDS BOARDWALK MARINA, ITS EMPLOYEES AND OFFICERS HARMLESS AND INDEMNIFIES BOARDWALK MARINA, ITS EMPLOYEES AND OFFICERS AGAINST ANY AND ALL LOSSES, DAMAGES, OR CAUSES OF ACTION ASSOCIATED WITH THE STORAGE AND/OR TRANSPORTATION OF THE BOAT. OWNER AGREES TO HOLD HARMLESS AND INDEMNIFIES BOARDWALK MARINA, ITS EMPLOYEES AND OFFICERS FROM ANY AND ALL LOSSES, DAMAGES, DEMANDS, ACTIONS, CAUSES OF ACTION, OR LIABILITY OF ANY KIND FOR INJURIES TO ANY PERSON OR PROPERTY RESULTING FROM THE STORAGE AND/OR TRANSPORTATION OF THE BOAT; AND OWNER HEREBY AGREES TO HOLD HARMLESS AND INDEMNIFY BOARDWALK MARINA, ITS EMPLOYEES AND OFFICERS FROM ANY AND ALL LOSSES, DAMAGES,

DEMANDS, CAUSES OF ACTION OR LIABILITIES TO ANY PERSON OR ENTITY BY REASON OF ANY ACT OR FAILURE TO ACT ON THE PART OF OWNER, HIS AGENTS, EMPLOYEES, INVITEE OR GUESTS IN THE USE OR STORAGE OF THE BOAT.

**Termination:** BOARDWALK MARINA shall have the right to terminate this Agreement for any reason upon **thirty (30)** days advance written notice to the Owner. Written notice thereof shall be given to Owner at the address set forth above. It is the Owner's responsibility to notify BOARDWALK MARINA of any address changes. If the termination notice is sent by BOARDWALK MARINA to Owner as a result of a default of Owner's obligation under this Agreement, Owner shall have seven (7) days from the date of such written notice to cure the default or violation. **Only one written notice of termination or any default or violation shall be given by BOARDWALK MARINA to Owner.** In the event BOARDWALK MARINA terminates this Agreement, rental payments will be prorated and any excess shall be refunded after the deduction of impound fees, costs incurred by BOARDWALK MARINA, and any other amounts owed to BOARDWALK MARINA by Owner. This Agreement may be canceled by either party by the sending of a written notice of termination thirty (30) days prior to the effective date of cancellation. All amounts due to BOARDWALK MARINA for, including, but not limited to, storage, maintenance, repairs, parts or other services must be paid by the Customer before the Boat can be removed, from BOARDWALK MARINA's facility. In the event the Boat remains at BOARDWALK MARINA's facility after the effective date of cancellation, Owner agrees to pay storage fees in effect at the time of termination.

**Release of the Boat to Persons Other Than the Owner.** The Boat will not be released to person except for the Owner, or lien holder with proper documentation, without written signed authorization from the Owner. BOARDWALK MARINA shall not be liable to Owner for releasing the Boat to a third-party if it has a good faith belief that Owner has authorized the release. The Owner authorizes BOARDWALK MARINA to release the Boat to the following individuals: \_\_\_\_\_

**Compliance with Laws.** To assure on-site compliance with federal, state and local environmental regulations, BOARDWALK MARINA restricts and controls the cleaning, repair, maintenance and construction activities the Owner may perform on the Boat while located at BOARDWALK MARINA's facilities. See Attachment A, incorporated by reference herein, for further detail. Owner agrees to fully comply with and observe the rules and regulations in Attachment A and to also observe any other policies and procedures imposed by BOARDWALK MARINA in furtherance of this provision. In addition, Owner acknowledges that it is subject to and shall comply with all applicable federal, state and local laws, rules and regulations. Owner also agrees to the "RULES OF THE BOARDWALK MARINA" attached hereto and made a part hereof.

**Entire Agreement.** This Agreement constitutes the entire Agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, arrangements, and understandings relating to the subject matter hereof. No representation, promise, inducement or statement of intention has been made by either of the parties that is not embodied in this Agreement or in the documents referred to herein, and neither of the parties shall be bound by or be liable for any alleged representation, promise, inducement or statement of intention not set forth or referred to herein.

**Severability.** To the extent any provision of this Agreement shall be held, found or deemed to be unlawful or unenforceable, then any such provision or portion thereof shall be modified to the extent necessary so that any such provision or portion thereof shall be legally enforceable to the fullest extent permitted by applicable law. Any court of competent jurisdiction shall, and the parties hereto do hereby expressly authorize any court of competent jurisdiction to, enforce any such provision or portion thereof or to modify any such provision or portion thereof so that any such provision or portion thereof is enforced to the fullest extent permitted by applicable law.

**Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Connecticut, United States of America. Both parties hereby consent to venue and jurisdiction the in the federal or state courts of Connecticut.

**Miscellaneous.** Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, terrorism, sabotage, labor shortage or dispute or governmental act.

**Counterparts.** This Agreement may be executed electronically and may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

**No Third Party Beneficiary.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties and their respective successors or permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third person to either of the parties, nor shall any provision hereof give any third person any right of subrogation or action over or against either of the parties.

**Attorneys' Fees.** In the event BOARDWALK MARINA determines it is necessary to bring an action in connection with the performance, breach or interpretation of this Agreement, or in any action related to the subject matter hereof, if BOARDWALK MARINA is the prevailing party in such action, BOARDWALK MARINA shall be entitled to recover from the non-prevailing party, all reasonable costs and expenses of such action, including, without limitation, attorneys' fees, costs of investigation, arbitration, accounting and other costs reasonably incurred or related to such action.

**Successors and Assigns.** This Agreement shall be binding on all successors and assigns of the parties.

Lessor: \_\_\_\_\_ Lessee: \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

Lessor: Tuna's Boardwalk Marina, LLC

**The Lessee has read and agreed to the terms of the contract attached hereto and made a part hereof.** Initials

**\*\* Two key cards will be provided per Slip. For any additional cards there will be a \$15.00 nonrefundable charge, this also applies for lost or stolen cards. Unless you hand us a card you will be charged \$15.00! \*\*** Initials

## **RULES OF THE BOARDWALK MARINA**

1. The word “operator” is used here to indicate any person authorized to represent the actual owner of the marina. The word “tenant” issued to indicate the owner of the vessel legally within the marina or any person who is otherwise using the facilities
2. When a vessel enters the marina, it immediately comes under the jurisdiction of the operator and shall accept the berth assigned to it.
3. Only pleasure vessels will be admitted, except by permission of the operator.
4. All facilities are offered with the understanding the operator assumes no liability and that the tenant will carry liability insurance in the sum of \$300,000 and hull insurance covering the fair market value of the vessel.
5. No advertising or soliciting will be permitted on any vessel within the marina, including but not limited to “for sale” signs.
6. Berths are rented for use in accordance with prevailing custom, and subject to such control or regulation as the operator may deem necessary. All privileges may be canceled at any time by the operator without cause in which case the tenant agrees that the tenant’s sole claim against the operator shall be for a proportionate adjustment of rent based upon period of occupancy.
7. This assignment is non-transferable. If a tenant sells or charters their vessel all rights to berth are forfeited, including rental paid thereon.
8. All vessels shall be tied in berths or on moorings in a manner acceptable to the operator or shall be removed from the marina; or the operator may adequately tie up the vessel and assess a service fee.
9. Vessels shall at all times be maintained in a seaworthy condition and shall not constitute a hazard or they shall be removed from the marina at the expense of the tenant.
10. The operator may inspect all vessels in the marina at specified intervals to determine their adherence to local and federal safety requirements.
11. Tenders and skiffs may be stored on board vessels in such a manner that shall not interfere with other tenants and securely attached to said vessel or stored on land as directed by the operator. They shall be clearly marked or named and such identification recorded with the operator.
12. No vessels within the marina shall be operated in excess of the established speed limit.
13. Swimming, diving or fishing is prohibited within the marina.
14. Vessel owners shall not store supplies, equipment, materials, accessories, or debris upon any dock, ramp, float, or equipment and shall not construct thereon any lockers, chests, cabinets, steps, ramps or similar structures except with permission of the operator.

15. Cooking/Grilling on the docks or outside your vessel while docked of any kind is prohibited. Storage of any kind under docks is strictly prohibited. Charcoal grills are strictly prohibited.

16. No refuse shall be thrown overboard. Garbage shall be deposited in cans and/or containers supplied for the purpose and other debris shall be piled where specified by the operator.

17. Noise shall be held to a minimum at all times. Tenants shall use discretion in operating motors, generators, or bilge pumps so as not to create a nuisance. Radios, stereos, etc. or motors with ineffective mufflers shall be operated only during such hours as are prescribed by the operator.

18. Disorder, depredation, or indecorous conduct by a tenant or their visitors that might injure a person, cause damages to property or harm the reputation of the marina shall be cause for immediate removal from the marina of the vessel in question.

19. Tenant will not engage outside contractors or service persons to work on their vessel while berthed in the marina without permission of operator. Operator reserves the right to perform all services on vessels berthed in marina other than worked performed by tenant personally or tenant's full time employee. No repairs may be made to vessels while berthed at a slip, except by permission of the operator. **Outside contractors must sign-in at office PRIOR to doing any work on your vessel and in the yard. Vendors must provide certificate of insurance for a value of \$2 million or more in liability insurance in order to perform work in the yard or marina. In the event that an outside contractor is found on your vessel without proper authorization from lessor the lessee will be charged \$500.00 and asked not to return to the marina at the end of the lease term.**

20. Slip rentals, storage rates, and electric shall be strictly in accordance with published schedules. All rentals for space shall be paid in advance. **No refunds will be made.** No subleasing of slips or transfer of vessels between slips will be allowed except upon prior permission of the operator.

21. The operator reserves the customary right to use or rent any vacant berth in the absence of the regular tenant, and season rental rates are quoted with this privilege in mind. Please inform Dock master of overnight trips.

22. The operator is not responsible for any losses on or damages to vessels in the marina. Each owner will be held responsible for damage which he may cause to other vessels in the marina or for damage to any structure. Any vessel which may sink in the marina shall be removed by the tenant.

23. Tenant agrees to limit the parking of cars belonging to themselves or guests to two cars in the marina parking lot and further agree to park cars where designated by the operator.

24. All tenants must furnish their own mooring lines, and fenders of sufficient strength and size to assure the safety of their vessel and to avoid damage to adjoining vessels. Lines shall be renewed each season. The operator may at his discretion replace and charge tenant for any weak lines.



25. Tenant agrees that the operator may remove from the marina either by hauling or towing any vessel which has not had its berth fees paid.
26. All vessels must be removed from the marina by November 1. if no arrangements have been made for winter storage or moving of vessel, additional charges will be made for a berth and relocating if necessary.
27. When the balance of any account remains unpaid beyond 30 days, the owner agrees that all work may be halted and will not resume until account is paid in full. A service fee of 1.5% per month will be added to balances 30 days past due.
28. It is agreed by tenant that the operator is not liable for theft, vandalism and/or loss to any vessel, property or equipment situated in the marina or its confines.
29. Pets must be leashed when off the vessel in the marina. Tenant is responsible for their dog and their actions if such complaints occur, after three warnings, tenant will no longer be able to bring animals to the marina.
30. All dock carts must be brought back to gated area. Any tenant that is seen leaving carts outside of gated area, if stolen will be their responsibility to refund the marina the cost of the dock cart.