

PLATTSBURGH BOAT BASIN, INC.

Marina: 5 Dock St.
Plattsburgh, NY 12901
Tel 518 561-2800
Fax 518 561-0704

Main Office: 591 Lake Shore Road
West Chazy, NY 12992
Tel 518 846-8323
Fax 518 846-8325

***** Save Dollars by Signing up before September 15, 2014!!!*****

August 2014

Dear Boater,

Thank you for contributing to the success of our 18th season at Plattsburgh Boat Basin! We are very pleased with the continuing number of compliments on both appearance and services. You can be sure that PBB is dedicated and striving for 100% satisfaction as more improvements are in the works for 2015.

Attached is the 2015 Summer Reservation Contract. Please note that we are again offering a choice of two payment plans, both requiring a 10% deposit. **The rate for the 2015 boating season is \$75/ft for docking if signed with a 10% deposit by September 15, 2014. Effective 9-16-14 the rate will be \$80/ft excluding A, (20' fingers) E and G docks which will remain at \$75/ft. Please note that 32' fingers on the south side of A dock will be at \$80/ft. Moorings are at \$55/ft if reserved by 9/15/14 also with a 10% deposit. All remaining docks/moorings will be filled starting 9-16-14.**

All boats in the marina will be charged a minimum of the length of your dock you are assigned to, regardless of the length of your boat unless it is a decision of the marina because of special conditions.

In order to encourage PBB winter storage customers to be ready to launch on time, we will start charging summer storage on May 16th at a rate of \$.12/ft/daily unless we are unable to fulfill your requested date to launch.

In the past our policy has always been (please refer to p.2 of the contract) to use your dock or mooring for transient boats. We only use your space if you advise PBB that you are leaving overnight. Not everyone does this. Due to the limited docks/moorings we have for transient boaters we will be enforcing our charge of (\$2/ft x boat length) to you if you do not advise us that you will be leaving. In 2009 we introduced the "Premier Dockage/Mooring" - for an additional \$10/ft you will have exclusive use of your space and we will not use it for overnight boaters. When paying the deposit please let us know if you like to use the Premier option.

As an incentive for winter storing with us, we discount 10% from the winter storage rate if you pay on or before the haul out date. *2014 Fall/Winter Reservation forms are now at the store.* Please be reminded that prices are subject to change after October 1st, 2014.

This year we now have parking passes - 1 pass for the boat owner's vehicle and the 2nd pass will be for a guest vehicle. The pass must be displayed at all times. If you have not received your parking pass please check in with the marina office. If a vehicle is towed due to improper parking it will be at the owner's expense.

Year-round patronage is essential to enable us to continue to provide you with the service you deserve. So reserve now and pass on the information regarding our rates to your friends!!

If there is anything we can do to make your summer at PBB more enjoyable please let us know. As always, your comments and/or concerns are appreciated.

THANK YOU FOR YOUR CONTINUED PATRONAGE AND BEST WISHES TO EVERYONE!!!

Sincerely,



James Carter & Arthur Spiegel



***PLATTSBURGH BOAT BASIN, Inc-2015 Spring/Summer Reservation**

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NAME _____ BOAT Length _____ Make _____
Street Address _____ Name _____
Street Address _____ Registration _____
City _____ Beam _____ Draft _____
State _____ Key Combo _____
Postal Code _____ DINGHY Make _____
Home Tel _____ Registration _____
Cell Tel _____ E-Mail Address: _____
Work Tel _____

SEASONAL DATES: MAY 15 - OCT 15

DOCK # _____ A, E, G docks \$75/ft _____
EXCEPT A-32' fingers \$80/ft _____
Season \$80/ft _____
Month 30/ft _____
Week 14/ft _____
Day 2/ft _____
JetSki Season \$600 _____
Dinghy (non-mooring) Season \$600 _____
Mooring # _____ Season \$55/ft _____
Month 22/ft _____
Week 12/ft _____
Day 30/flat _____
Solings Season \$800 _____
Dry Summer Storage \$18/ft _____

PAYMENT PLAN:

Invoice# _____

(1) *Subtotal _____ OR (2) *Subtotal _____
10% Deposit _____ 10% Deposit _____ Due 1/1/15 _____
40% Due 1/1/15 _____ Due 10/1/14 _____ Due 2/1/15 _____
50% Due 4/1/15 _____ Due 11/1/14 _____ Due 3/1/15 _____
Due 12/1/14 _____ Due 4/1/15 _____

If you would like PBB to process automatic credit card payments for you on the due date please submit the information on page 2. If paying with postdated checks please attach to this page. The price includes water and basic electricity.

Rates are subject to change any time after October 1st, 2014.

***ALL CONTRACTS MUST BE SIGNED IN PERSON.**

Signature _____ Date _____

PLATTSBURGH BOAT BASIN, INC.

Boat Space Agreement

This agreement made this _____ day of _____ 2014 by and between PLATTSBURGH BOAT BASIN, INC., (hereinafter 'PBB') a duly organized corporation existing and duly authorized to conduct business in the State of New York with offices located at 5 Dock St., Plattsburgh, New York, 12901 and _____, residing at _____ (hereinafter 'Boat Owner').

PBB agrees to furnish space and services as indicated on page one of this contract for the charge shown.

The BOAT OWNER will pay for services as follows: A 10% deposit is required at the time of reserving the space: 40% of the total charge is due on January 1, 2015; the 50% balance is due on April 1, 2015 OR 7 equal monthly payment starting October 1st, 2014 and due on or before the first day of each month thereafter balance due on April 1st, 2015. Any contract default results in forfeiture of the space and will entitle PBB to ensure collection of the full amount. A service charge of 1.5% will be imposed on any amounts not paid. This is an effective rate of 18% per annum. THERE WILL BE NO REFUNDS MADE AT ANY TIME THROUGHOUT THE SEASON - NO EXCEPTIONS!

PBB shall have a lien upon the BOAT OWNER'S boat and equipment for space or service charges. To satisfy the lien the marina may sell the boat and/or equipment at public or private sale if the debt is not fully satisfied 3 months after due date. The BOAT OWNER shall be obligated to pay any deficiency resulting from said sale to include attorney's fees and all other costs of collection.

The BOAT OWNER agrees to have his/her boat out of the rented space by the end of the season (October 15th) as PBB will start pulling docks by October 15th. If BOAT OWNER'S boat is still at the space on October 31st, PBB can remove, winterize and store the BOAT OWNER'S boat at BOAT OWNER'S expense. PBB will observe the haul and launch dates as established herein as nearly as possible in keeping with its boat handling capacity and as weather conditions permit.

The BOAT OWNER is required to leave keys to their boat at PBB'S marina office prior to docking or mooring to said boat. Sufficient lines, fenders, mooring snubbers and other necessary tie-up gear required, will be furnished aboard the boat by the BOAT OWNER prior to launching and the BOAT OWNER accepts full responsibility for the condition of such gear and for any damage that may result from its failure. THE BOAT OWNER will be responsible for his/her own mooring and/or dock lines, including picking them up at haul out. PBB does not take responsibility for holding BOAT OWNER'S lines until the following season. PBB reserves the right to relocate the BOAT OWNER'S boat to a different space when deemed necessary. All boats shall be tied up in a manner acceptable to PBB or PBB may assess a service fee for labor and materials.

The BOAT OWNER understands and agrees that they will have a working anchor light on board from sunset to sunrise within the mooring field at PBB. The BOAT OWNER is legally responsible and will be held liable if any accident happens because of negligence concerning the United States Coast Guard Anchor Light Law.

The BOAT OWNER is required to notify PBB in advance when the BOAT OWNER expects to have his boat out of his rented space for overnight. PBB may occupy or lease the slip for other purposes during this period. If BOAT OWNER does not notify PBB and PBB was able to rent the slip but could not because the BOAT OWNER did not notify PBB, the original lessee of the space as on file at the marina office shall be charged the \$2.00/ft of revenue lost because of the BOAT OWNER'S negligence in notifying PBB. Subleasing of space or transfer of boats between spaces will not be permitted without prior written permission from PBB.

The BOAT OWNER shall not display "FOR SALE" signs on his/her boat and any sale of the BOAT OWNER'S boat from PBB shall be brokered through the marina which shall be entitled to a reasonable commission.

The BOAT OWNER agrees that PBB shall not be liable under any circumstances whatsoever for any damage of any property of the BOAT OWNER'S boat including the boat described herein, whether damage is caused by confiscation, order of any government or public authority, discoloration from natural or inherent causes, collision with underwater objects, high or low water, fire, theft, weather conditions, vandalism, and/or acts of God. PBB is not responsible for any losses on or damage to other boats or property caused by the BOAT OWNER. Any boat that poses a safety risk or environmental hazard shall be removed immediately by the BOAT OWNER at his/her expense or removed by PBB at the expense of the BOAT OWNER.

INSURANCE - THE BOAT OWNER SHALL BE RESPONSIBLE FOR OBTAINING AT OWNER'S EXPENSE ANY PROPERTY DAMAGE, FIRE, THEFT, OR SIMILAR INSURANCE UPON SAID BOAT. PLATTSBURGH BOAT BASIN SHALL NOT BE REQUIRED TO PROVIDE ANY SUCH INSURANCE.

It is understood and agreed to by the BOAT OWNER that he/she may not hire or otherwise employ outside help to do work on the vessel while it remains at PBB other than marina employees. If BOAT OWNER does his/her own work, he must dispose of his/her own waste materials such as oil and gas. If BOAT OWNER elects PBB to do the disposing, the BOAT OWNER will be charged a reasonable fee. Any person leaving old oil or gas around the marina or any person bringing gas in containers to fuel up their boat will be deemed in default of this agreement, asked to leave the marina and forfeit any monies paid to PBB! The BOAT OWNER shall be responsible for the conduct and actions of his guests as well as him/herself!

Any vehicles not properly parked will be towed away at the owner's expense. Each BOAT OWNER will be issued two passes as part of their PBB reservation. One pass will be for Boat Owner's vehicle; 2nd will be for one guest vehicle. THESE PASSES MUST BE DISPLAYED on the car while parked at PBB or PBB will assume that the car belongs to someone other than a BOAT OWNER and the CAR WILL BE TOWED AWAY AT THE OWNER'S EXPENSE.

The BOAT OWNER understands and agrees that PBB makes no specific or implied warranty as to the safety, condition, or suitability of any equipment, property or device owned or leased by PBB which may be used by the BOAT OWNER, family members or guests.

The BOAT OWNER covenants and agrees to save harmless and indemnify PBB from any claims, suits and damages sustained by PBB arising from the operation of this agreement including reasonable attorney's fees incurred by PBB in defense of any claim brought by any person(s) including the BOAT OWNER, members of the BOAT OWNER'S family, guests or invitees.

GOVERNING LAW: This Agreement and the performance thereof and any and all claims, rights, duties, or obligations of the parties hereto shall be governed, interpreted, construed, regulated, controlled, and determined by the application of the laws of the State of New York.

SITUS: Any claim or dispute arising hereunder must be brought in the State of New York, Supreme Court, County of Clinton.

BOAT OWNER'S SIGNATURE: _____ DATE: _____

Auto Payments: _____ Exp Date: ____ / ____ Initials: _____ Pin# _____

PLATTSBURGH BOAT BASIN INC. AUTHORIZED BY: _____