

### Gibbs Marine Slip License Application - Agreement, Terms, and Conditions.

1. Gibbs Marine, operated by Rochester Marinas Inc. (hereinafter "RMI"), shall try to assign Licensee the slip of their choice; however, the assignment of slips is at RMI's sole discretion. Licensee agrees to cooperate with reassignments.
2. This license allows the Licensee use of RMI facilities and a designated slip for a specific vessel registered to them. Licensees must provide RMI a current registration copy at the time of application. Licensee agrees to provide any omitted boat or trailer identification to RMI via text or email before leaving them onsite.
3. The Licensee agrees to obtain a License for each vessel (boat or PWC) and pay any fees due in full before entering RMI's slips or lands.
4. Slip Licenses do not include land storage. No trailers, vehicles, or boats may be left on land unless RMI is servicing it, or the Licensee has prepaid for storage. Contact RMI to arrange free vehicle parking during multi-day boat trips.
5. Unidentified items at RMI will be impounded and released during business hours after a \$10 per day storage charge and \$150 administrative fee is paid.
6. Slip use outside of the regular season (before May 1<sup>st</sup> or after October 31<sup>st</sup>) is \$30 per day. Automatic bilge pumps and onboard battery chargers must be installed on all boats (except pontoons) to prevent sinking.
7. Slip licenses are revocable. RMI may revoke a license if the licensed boat is no longer registered to Licensee, or if the licensed boat ceases to be seaworthy.
8. RMI may terminate a license if the licensee fails to comply with the license terms and rules posted on RMI's website. License may also be terminated if licensee fails to comply with any rule or regulation, including regulations on use and operation of vehicles or watercraft, or if the licensee harasses other RMI users, staff or otherwise creates a nuisance.
9. Slip licenses are specific to the licensee and are non-transferable. Licensees who wish to change the licensed boat must have such change approved in advance by RMI. Any vacated slip will revert back to RMI.
10. Charges for storage and services are based on LOA "length over all" including all overhangs such as swim platforms, extended anchors, hoists, and pulpits. Licensee agrees to pay additional charges if the vessel is larger than reported.
11. No refunds will be made for licenses that are revoked or terminated. Refunds will be made only if cancellation is requested before April 1.
12. Licensee agrees to keep the licensed boat in seaworthy condition at all times when docked at RMI. Licensee must repair or remove any boat that is shown to be unseaworthy within 5 days of notice by RMI. Licensee is responsible for securing the boat to prevent damage to the boat, other boats, and property at RMI.
13. Licensee agrees to pay RMI's invoices on receipt. A service fee of \$10 plus 2% interest will be added every 30 days.
14. Licensee agrees to reimburse RMI at its advertised rates if the Licensee, its property, or its guests, cause RMI to incur costs through negligence or a failure to observe this agreement's terms.
15. Licensee agrees to notify RMI within 24 hours of any unsafe conditions or injuries. No changes shall be made to the slip area without RMI's written approval.
16. RMI may use unoccupied slips or rent them to transient boaters.
17. RMI does not guarantee that electric or water service shall be continuous, outages and low voltage can occur. The Licensee agrees to pay for its usage at \$0.18 per KWH based on the installed meters which will be billed 1-3 times a year.
18. Fires, tiki torches, anything combustible, fireworks, or other hazardous equipment are prohibited at RMI. The filling of vessel tanks from portable containers is not allowed.
19. Licensee agrees not to discharge any sewage, fish or pet waste into the water or store trash and/or receptacles outside. Only items generated by typical boating activities may be disposed of in RMI's dumpsters.
20. If Licensee wants anyone else to work on their boat at RMI, advance approval must be obtained from RMI. A Certificate of Insurance naming RMI as additionally insured with limits equal to RMI's will be required.
21. Licensee shall refrain from swimming, diving and fishing within the marina. Boats may not be tied so that they overhang the main dock.
22. No advertisements, for sale signs, or flags other than the US flag without RMI's written permission.
23. No items may be stored anywhere on site that may be an obstacle, hindrance, or safety concern to others. Licensee must store furniture, recreational gear and other items on their vessel when not in use to keep the dock clear of obstructions. RMI's written permission is required for adding Dock boxes or any other items.
24. Licensee may obtain access cards upon paying a \$25 deposit per card. Deposit is refundable by returning cards within 20 days of expiration.
25. Licensee is responsible for the proper and safe conduct and compliance with governmental laws, posted rules, and Licensee conditions for themselves, children, guests, and pets brought on to the property. Pets must be leashed, and the Licensee must properly dispose of their pet's waste. RMI shall have full discretion to remove or banish Licensees, Guests, or Pets from the property if they are not kind to others or that violate posted rules or this agreement's terms. Noise or Conduct must be reasonable between 7am and 10pm, this includes music, raised voices, and discourteous vehicle/vessel operation. During the Quiet hours of 10pm-7am no noise or music is permitted.
26. In the event that the Licensee or anyone associated with the Licensee violates any of the terms, conditions, or policies of this agreement RMI shall have the option of terminating this agreement upon 24 hours written or verbal notice to Licensee. Licensee must remove their vessel from RMI prior to the 24-hour period or the vessel will be removed at Licensee's expense.
27. It is agreed that the Licensee will ensure the vessel is covered by adequate hull insurance and protected for bodily injury and property damage sufficient to protect against such losses as described under INDEMNITY below. It is understood that RMI is not responsible for vandalism to, or theft of, customer's boat or property.
28. INDEMNITY. Licensee agrees to indemnify and hold harmless RMI, its agents, and employees, from any and all expenses, responsibility and or liability for injury (including death), loss or damage to Licensee's persons or property in connection with RMI's facilities, except through gross negligence by RMI. This release and discharge shall cover, without limitation, any loss, damages, or delay in service resulting from RMI's employees launching, docking, or hauling Licensee's boat, vandalism, theft, fire, hail, high/low water, weather events, collisions, grounding, or event beyond RMI's control.
29. This License constitutes the entire agreement between the parties. No modification or amendment of this License shall be effective unless in writing and signed by both parties. This License replaces all prior agreements between the parties. This License shall be governed by the laws of the State of New York.
30. If any portion of this License shall be held to be invalid or unenforceable for any reason the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this License is invalid or unenforceable, but that by limiting such provision it would be become valid and enforceable, then such provision shall be deemed written, construed, and enforced as so limited. The failure of either party to enforce any provision of this License shall not be construed as a limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Licensee.
31. Licensee may operate RMI's fuel dispensers to purchase fuel. By doing so Licensee agrees to follow the printed instructions on the fuel dock building and accepts liability for any fuel spills. Licensee agrees to notify RMI immediately of any spills or safety concerns.
32. In an emergency, RMI shall be permitted to move Licensee's unattended boat to a safer location if possible; however, RMI shall not be required to provide this service. In the event such a service is provided, Licensee will be billed at RMI's prevailing rates. Licensee shall indemnify and hold RMI safe and harmless from any and all liability, injury, loss, or damage caused by or resulting to Licensee's boat due to an emergency situation.
33. Licensee shall not conduct or undertake any commercial operation on or through the use of the licensed boat at RMI or receive compensation in exchange for access to or use of the licensed boat while it is in the marina without a Commercial Use License.