

**WELLESLEY MANDOLIN COMPANY, LTD**  
DBA WELLESLEY ISLAND YACHT CLUB  
PO Box 290  
WELLESLEY ISLAND, NEW YORK 13640  
315-482-9454

For the purposes of this document, Lessor shall refer to Wellesley Mandolin Company, Ltd DBA Wellesley Island Yacht Club, Lessee shall refer to boaters and members of their parties, and other person(s) requesting use of the Yacht Club's property or facilities.

**LESSOR'S RIGHTS AND DUTIES:**

1. The Lessor reserves the right to assign dock space appropriate to the boat. Efforts will be exercised to accommodate the Lessee's preferences.
2. Subject to availability from service providers, the Lessor shall provide one electrical outlet and potable water to each slip, at the Lessor's expense.
3. Lessor will provide garbage removal service for garbage generated at the Marina only. Garbage may not be brought into the marina or left on the property other than in the dumpsters. Do not throw out your personal items such as chairs, grills, mattresses, etc. in the dumpsters.
4. The Lessee hereby authorizes the Lessor to move Lessee's boat during the making of repairs or for normal marina operations or as emergency conditions may dictate. Although every precaution will be made to not damage Lessee's property during such periods, Lessor does not maintain insurance coverage for such events, and any damage or loss suffered by reason of such activity shall be solely at the Lessee's risk.
5. The Lessor provides seasonal services from May 15 through the 1st Saturday in October. All boats at the marina outside of the season period will be charged the daily rate of \$1.50 per foot per day.
6. The Lessor reserves the right to terminate this agreement at anytime upon ten days notice.
7. The Lessor has no responsibility for the boat, canvas, deck, dock box, or its contents or any other personal property of the Lessee.
8. The Lessor provides bagged ice AS A CONVENIENCE. THIS IS AN HONOR SYSTEM. Abuse of this will result in discontinuation of ice service.
9. The Lessee provides a discounted rate for members wishing to rent a secondary slip for the season. All boats must be registered and paid in full with the main office and/or the dock master PRIOR to arrival of the boat. Two boats are NOT allowed on one slip regardless of size of boats/slip.
10. Bath houses are not for personal storage. The Lessee is not responsible for lost or stolen property left in the bath house.
11. The Lessor does not and cannot carry insurance covering the properties of others. The Lessor will not be responsible for any injuries or property damage resulting, caused by, or growing out of the use of the dock and harbor facilities. THE LESSEE RELEASES AND DISCHARGES THE LESSOR FROM ANY AND ALL LIABILITY FROM LOSS, INJURY (INCLUDING DEATH) OR DAMAGES TO PERSONS OR PROPERTY sustained by Lessee, Lessee's family, guests or invitees, while in or on the facilities of the Lessor, including fire, theft, vandalism, windstorm, high or low waters, hail, ice, electrical storm, collision, or accident, or any other act of God.

**LESSEE'S RIGHTS AND RESPONSIBILITIES:**

1. Lessee shall be responsible for maintaining all insurance coverage for the vessel of every kind and nature, including personal injury, property damage and any other insurable event.
2. The vessel to be docked shall not exceed length and width stated on the contract, shall be parked bow to the bulkhead. No subleasing of dockage is permitted.
3. The Lessee agrees that only reasonable and customary use will be made of the docks and facilities covered by this lease, and that no unnecessary wear or tear, disturbance, nuisance, rubbish or garbage will be permitted on the dock, deck or in the river.
4. The Lessee shall provide an adequate muffler system for the vessel and all watercraft used in the marina.
5. The speed limit when entering or exiting the marina is 5 MPH for all boats and watercraft used in the marina. The speed limit will be strictly enforced. Repeated violations can and will be the basis of termination of this lease agreement per paragraph 5 above. The speed limit in the parking lots is 10 MPH.
6. No sewage from heads or holding tanks will be allowed to flow into the river.
7. No porta-pottys, etc., shall be emptied into the marina toilets. No waste of any kind will be put into the restroom waste cans or toilets, except paper towels and paper provided by the Lessor.
8. The Lessee may work on his or her own boat as long as such work does not interfere with the rights, privileges, safety and quiet enjoyment of other persons and property. Should the services of outside mechanics, craftsmen or other persons be required, a certificate of workman's compensation and liability insurance coverage will be submitted to the Lessor.
9. The use of torches, flammable or toxic removers or any other hazardous equipment by the Lessee and/or outside contractors is prohibited.

10. The Lessee shall pay any necessary deposits and all installments of the rental agreement by the due date. No vessel shall be docked until all fees are paid in full or special arrangements have been made in writing and signed by the Lessor. In the event that the Lessee should fail to pay dockage fees when due, and the Lessor finds it necessary to collect by any legal means available under the law, the Lessee agrees to pay all Attorney's fees, court costs and any and all fees incurred in the collection process. In the event collection becomes necessary, the Lessee shall be barred from the marina.
11. The Lessee is prohibited from erecting tents, screen tents, or other outdoor sleeping devices. Canopies may be erected on a temporary basis. Canopies must not interfere with the privileges, safety and quiet enjoyment of other persons and property. Canopies may not be left erected if the Lessee will be vacating the marina for a period of 12 hours or more.
12. Decks may be erected on the property under certain specifications. Decks may be no bigger than 12 feet by 12 feet. They may not be attached to each other or the bulkhead. There must be a space between each deck. Decks must be movable. Decks must be moved at least 15 feet from the bulkhead and 15 feet apart from each other at the end of the season for removal and/or repairs to docks. Only customers paying full price for a dock may erect a deck. Only one deck may be erected per primary boat. Dockage at a reduced fee for additional boats may not erect a deck of any kind.
13. Dock boxes used on the marina property may not exceed 48" in height, 60" in length and 32" in depth. All dock boxes and other personal property must be removed from the marina property at the end of the season. Only one dock box per primary slip is allowed. Dockage at a reduced rate for a additional boats may not have a dock box.
14. One picnic table is allowed per deck. No picnic tables are allowed on the dock. Slips for secondary boats are not allowed picnic tables.
15. One refrigerator is allowed per primary dock at an additional cost of \$100. The maximum size of a refrigerator cannot exceed 3.2 CF. Dockage at a reduced fee for additional boats may not have a refrigerator.
16. Wood or charcoal fires are not allowed under any circumstances. Propane grills and propane fire pits are allowed as long as there is adult supervision but must not be placed on a bulkhead or dock. No fires may be left unattended.
17. Recreational vehicles are prohibited from being on the property. This includes ATV's, golf carts or any other unlicensed vehicle.
18. Lessee may not leave trailers of any kind on the marina property. Lessor provides trailer storage for a fee of \$50.00 for the season at our maintenance facility on Clubhouse Drive. We do not carry insurance covering the property of others. Storage for a trailer must be paid for at the time dockage is paid.
19. All pets must be leashed. Dogs may not run loose, be left unattended or interfere with the privileges, safety and quiet enjoyment of other persons and property. Pet owners are responsible for any and all damages by their pets to marina property or property of others. You are required to clean up after your pet.
20. One personal watercraft may be docked at your slip at a cost of \$200 per craft provided the vessel and watercraft together do not extend beyond the length of the rented slip. If additional space is required for the dockage of personal watercraft, boats or other watercraft, shared slips with discounted fees are available for rent.
21. Swimming is prohibited in the marina.
22. The Lessee will notify the dock master of all guests staying overnight at the marina.
23. Please turn off all air conditioners and unplug such items as palm trees, or other electrical appliances when not on the premises. We reserve the right to unplug appliances that are left unattended and we are not responsible for any loss as a result of this.
24. Quiet hours are between the hours of 10 PM and 8 AM. During these hours we ask you to respect your fellow boaters by keeping the noise level at a minimum. Please turn off all stereos during this time and refrain from making loud or disturbing noises. **Strobe lights and loud music after 10:00 PM is PROHIBITED.**
25. Failure to abide by these rules and regulations may result in the Lessee's immediate expulsion from the marina and forfeiture of all paid rents.

**Please sign & return in its entirety with your dockage application and deposit.**

**I agree to the Rules and Regulations as stated above. I agree that the information listed below is correct and have made changes where needed.**

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

Date: \_\_\_\_\_