



OYSTER BAY MARINE CENTER

2026 LAUNCH SERVICE & MOORING AGREEMENT

OWNERS NAME _____ BOAT NAME _____

Boat Type - Sailboat _____ Powerboat _____ Boat Length _____ Boat Beam _____

Address _____ Boat Manufacturer / Model _____

Town _____ Year _____

State _____ Zip Code _____ Key or Combo _____

Phone _____ Insurance Carrier _____

Email _____ Policy Number _____

Mooring Number: _____ Requested Mooring Placement Date: _____

- If you are a storage customer, we will place your mooring prior to your boat going into the water
- Oyster Bay Marine Center needs at least 7 business days to prepare your mooring for its location and place it after receiving a copy of your permit.

LAUNCH SERVICE: One fee, unlimited rides for the full season to and from your boat in the mooring field.

Full season only, no partial rates.

- ☐ Launch Service Only \$2,025
- ☐ Launch Service with storage OR mooring discount \$1,750
Discounted if you either stored your boat with us in the winter of 2025/26 or OBMC takes care of your mooring accommodations, rental or customer owned (placement, hauling, reconditioning).
- ☐ Launch Service with storage AND mooring discount \$1,600
Full service discount if you stored your boat with us in the winter of 2025/26 AND OBMC takes care of your mooring accommodations.

MOORING RENTALS: A rental mooring includes placement in the spring, hauling in the fall and reconditioning in the winter with the finest gear to meet all requirements of the Town of Oyster Bay. Below is a list of **minimum weights** for each boat length as required by the Town of Oyster Bay. You may request a heavier mooring if your boat is larger or has a larger beam than most for its length.

	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Boat Length	Up to 18ft	19ft - 23ft	24ft - 27ft	28ft - 31ft	32ft - 38ft	39ft - 48ft	49ft - 58ft	59ft +
Mooring Weight	150 lbs	200 lbs	250 lbs	300 lbs	400 lbs	500 lbs	800 lbs	1,000 lbs
Rental Price	\$855.00	\$975.00	\$1,190.00	\$1,335.00	\$1,615.00	\$1,840.00	\$2,780.00	\$3,770.00

MOORING HAULING & PLACING: If you already own a mooring, OBMC will place the mooring at **\$0.70 lb.** and haul / winter store the mooring at **\$0.80 lb.** **These fees do not apply to rental moorings** as there are no hauling or placement fees for rental moorings.

MOORING PURCHASE: If you are interested in purchasing a new mooring, please call us for pricing. Unlike rental moorings, yearly maintenance and refurbishing are extra charges for customer owned moorings. Customer moorings must pass inspection prior to being placed in the Spring.

MOORING PERMITS: Each customer (rental and customer owned) MUST have a valid 2026 permit with an assigned mooring location from the Town of Oyster Bay.

NEW CUSTOMERS: If this is your first season with a mooring in Oyster Bay, you must apply for a mooring permit through the Town of Oyster Bay at [MOORING-APPLICATION-fillable.pdf](#). After you complete the mooring permit application, mail it back to the Department of Environmental Resources (29 Spring Street, Oyster Bay NY 11771) with the appropriate fee. You will receive the permit after March 15, 2026. Please forward us one sticker from the Town and we will take care of the inspection and placement.

RETURNING CUSTOMERS: The Town of Oyster Bay will automatically send out information in January and give you first choice of your previous location. Please remember to submit the application with the appropriate fee prior to March 15, 2026.

PERMIT FEES: Oyster Bay Resident - \$50.00 | Non-Residents - \$75.00

LAUNCH SERVICE HOURS

April 7:30AM - 5PM • May 1st -14th 7:30AM - 7PM • May 15th - 31st 7:30AM - 9PM
June 7AM - 11PM • July and August 7AM - 12AM
September 7:30AM - 9PM (Mon - Thurs) & 7:30AM - 11PM (Fri - Sun)
October 7:30AM - 9PM • November 1st - 15th 7:30AM - 3:30PM (Mon - Thurs) & 7:30AM - 5PM (Fri - Sun)
* Memorial Day Weekend (May 23rd - 25th) & Labor Day Weekend (September 5th - 7th) 7:30AM - 11PM

TERMS AND CONDITIONS OF SERVICE

Oyster Bay Marine Center (the "Marina") agrees to supply services to the boat and customer listed above (the "Boat Owner") only in accordance with the following Terms and Conditions. Payment for and use of any Marina services constitutes acceptance of these Terms and Conditions.

- 1. Right to Terminate / Conditional License** - The launch service, mooring services, and any other services provided by the Marina are granted as a conditional license and may be revoked by the Marina upon written notice if:
(a) Any amount due to the Marina is not paid within ten (10) days after written notice demanding payment is sent to the Boat Owner; or (b) The Boat Owner, guest, invitee, crew member, or agent acts in an unruly, dangerous, unsafe, or inappropriate manner, as determined by the Marina in its sole and absolute discretion; or (c) The Boat Owner is in default of any duty or obligation under this agreement and such default remains uncured for ten (10) days after written notice to cure; or (d) The Boat Owner engages in conduct which, in the Marina's sole discretion, is unsafe or disruptive to Marina operations. Upon termination, the Marina may immediately suspend services and require removal of the boat from the Marina or mooring field.
- 2. Payment Terms** - All charges are due upon receipt of invoice unless otherwise specified in writing. Balances unpaid more than thirty (30) days shall accrue a service charge of 1.5% per month (18% annually) or the maximum rate permitted by law, whichever is less. Payment for estimated work requires a deposit of fifty percent (50%), with the remaining balance due upon receipt of invoice. The Boat Owner shall be responsible for all costs of collection, including reasonable attorneys' fees, court costs, and collection agency fees.
- 3. Marina Lien** - The Marina shall have a maritime and/or possessory lien upon the boat for all unpaid charges incurred under this agreement. The Marina may retain possession of the boat until all outstanding balances are paid in full and may enforce such lien as permitted by law.
- 4. Moorings** - At least two (2) weeks' advance notice is required for scheduling mooring placement and Town of Oyster Bay (T.O.B.) mooring inspections. Upon placement of the mooring, the Boat Owner assumes all responsibility and liability related to the mooring, including but not limited to maintaining adequate hull and liability insurance, providing proper chafe protection for mooring lines, and relocating the vessel or mooring when required due to weather or storm conditions. The Marina does not guarantee the holding performance of any mooring and shall not be responsible for mooring failure, dragging, collisions, or resulting damage unless caused by the Marina's gross negligence.
- 5. Obligation to Carry Insurance / No Bailment** - It is a condition of this license that the Boat Owner maintain valid hull and liability insurance on the boat at all times, not less than the fair market value of their vessel, and (ii) marine liability insurance with limits of not less than **\$100,000 per occurrence** (or such higher amount as may be required by the Marina from time to time). Boat Owner waives any right of subrogation against the Marina to the extent covered by insurance. This agreement does not create a bailment. The Marina does not have care, custody, or control of the boat, its contents, or equipment. Whether or not the Boat Owner complies with this insurance requirement, the Marina shall not be responsible for loss or damage to the boat, its contents, or any equipment left on the boat, dock, launch, or Marina premises due to theft, vandalism, weather, storms, fire, or acts of God, except to the extent caused by the Marina's gross negligence. For the avoidance of doubt, no bailment is created before, during, or after launch service transportation, and the Marina does not assume care, custody, or control of any person or property during launch service, unless caused by Marina's gross negligence.
- 6. Independent Contractors** - Any independent contractor working for or on behalf of the Boat Owner must first provide the Marina with certificates of insurance, including general liability and workers' compensation coverage, in amounts comparable to those carried by the Marina. All such work shall be billed through the Marina and shall be subject to a twenty percent (20%) handling and facility use fee. The Marina reserves the right, in its sole discretion, to deny access to any contractor.
- 7. Indemnification** - The Boat Owner agrees to indemnify, defend, and hold harmless Oyster Bay Marine Center, its owners, officers, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the Boat Owner's use of the Marina, mooring, launch service, or any act or omission of the Boat Owner, guests, crew, or contractors, except to the extent caused by the Marina's gross negligence or willful misconduct.
- 8. Consequential Damages / Limitation of Liability** - In the event of termination of this agreement and/or withdrawal of services for any reason, the Marina shall not be liable for any consequential, incidental, or special damages. The Marina's maximum liability for termination of this license shall be limited to a refund of the unearned, prorated portion of any prepaid fees for services not yet rendered. In no event shall the Marina's total liability arising out of this agreement exceed the total fees paid by the Boat Owner to the Marina for the applicable season.
- 9. Launch Service** - Payment for launch service entitles the Boat Owner to unlimited pickups at the Marina dock and transfers to and from the assigned mooring from April 1, 2026 through November 15, 2026. There are no partial-season rates, and launch service fees are not prorated if purchased after April 1 or not used for the full season. Launch service does not apply to, and may not be purchased for, liveaboard vessels or vessels used for charter, commercial, or business purposes.
- 9.1 Assumption of Risk / Release** - The Boat Owner acknowledges that transportation by launch vessel involves inherent risks, including but not limited to weather conditions, wakes, vessel movement, boarding and disembarking hazards, slips, falls, collisions, and equipment failure. The Boat Owner voluntarily assumes all such risks for themselves and their guests. To the fullest extent permitted by law, the Boat Owner hereby releases and discharges Oyster Bay Marine Center, its owners, officers, employees, agents, and launch operators from any and all claims for personal injury, death, or property damage arising out of or related to the launch service.
- 10. Rental Moorings** - A rental mooring includes spring placement, fall hauling, and winter reconditioning to meet Town of Oyster Bay requirements in effect at the time of placement. Minimum mooring weight requirements by vessel length are established by the Town of Oyster Bay and are subject to change. While the Marina will act in good faith to comply with applicable requirements at the time of placement, the Marina makes no representation that current requirements will remain in effect in the future.
- 11. Mooring Storage** - Each winter, moorings hauled and stored by the Marina are stored at no charge for the first winter season. Any mooring left in the yard thereafter shall incur a storage fee of \$100.00 per winter and/or summer season. Any mooring left in the yard for two (2) consecutive seasons with unpaid storage charges shall be deemed abandoned and may become the property of the Marina or be disposed of at the Marina's discretion.
- 12. Environmental Fee** - A 2.5% environmental fee will be charged on all services and products provided by Oyster Bay Marine Center to offset costs associated with compliance with the New York State DEC SPDES Multi-Sector Permit and the Marina's Clean Marina Program.
- 13. Force Majeure** - The Marina shall not be liable for failure or delay in performance caused by events beyond its reasonable control, including but not limited to acts of God, storms, hurricanes, governmental actions, labor disputes, or equipment failure.
- 14. Governing Law / Venue** - This agreement shall be governed by and construed in accordance with the laws of the State of New York. Any legal action arising out of this agreement shall be brought in a court of competent jurisdiction located in Nassau County, New York.
- 15. Entire Agreement / Severability** - These Terms and Conditions constitute the entire agreement between the parties and supersede all prior understandings. If any provision is held unenforceable, the remaining provisions shall remain in full force and effect.

I HAVE READ AND ACCEPT ALL OYSTER BAY MARINE CENTER'S TERMS & CONDITIONS

Owners Signature _____ Date _____

PAYMENT DETAILS

Please utilize the credit card below for all Launch Service and/or Rental Mooring fees.

All credit card charges will incur a 1.5% processing fee effective March 1, 2026.

CREDIT CARD NO.: _____ EXP. DATE _____

CARDHOLDERS NAME: _____ SECURITY CODE _____

SIGNATURE: _____ DATE: _____