



# OYSTER BAY MARINE CENTER

## 2023 LAUNCH SERVICE & MOORING AGREEMENT

<b>OWNERS NAME</b> _____	<b>BOAT NAME</b> _____
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:** \_\_\_\_\_

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**

- ☐ Launch Service Only ..... \$1,925
- ☐ Launch Service with storage OR mooring discount ..... \$1,650  
Discounted if you either stored your boat with us in the winter of 2022/23 or OBMC takes care of your mooring accommodations, rental or customer owned (placement, hauling, reconditioning).
- ☐ Launch Service with storage AND mooring discount ..... \$1,500  
Full service discount if you stored your boat with us in the winter of 2022/23 AND OBMC takes care of your mooring accommodations.

\*\* Full season only, no partial season rates. Launch service cannot be purchased for live aboard, charter or commercially used boats.

### **RENTAL MOORINGS**

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 want to 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"/>
Boat Length	Up to 20ft	21ft - 25ft	26ft - 30ft	31ft - 34ft	35ft - 40ft	41ft - 50ft	51ft - 53ft
Mooring Weight	150 lbs	200 lbs	250 lbs	300 lbs	400 lbs	500 lbs	600 lbs*
Rental Price	\$805.00	\$925.00	\$1,125.00	\$1,255.00	\$1,520.00	\$1,735.00	\$2,040.00

\* Limited supply of 600 lb moorings

\*\* Larger moorings are available upon request up to 2000lbs. Call for additional information.

### **MOORING PERMITS**

**Each customer must have a valid permit with a mooring location from the Town of Oyster Bay.**

**NEW CUSTOMERS:** If this is your first season in Oyster Bay, you must apply for a mooring permit through the Town of Oyster Bay at <https://oysterbaytown.com/wp-content/uploads/2023-MOORING-APPLICATION.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, 2023. Please forward us a copy of the permit 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, 2023.

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

## **ADDITIONAL SERVICES**

If you already own a mooring, OBMC will place the mooring at **\$0.65 lb.** and haul and winter store the mooring at **\$0.70 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. The prices of new moorings will reflect the fluctuating price of steel. 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.

## **LAUNCH SERVICE HOURS**

**April** 7:30AM - 5PM • **May** 7:30AM - 9PM • **June** 7AM - 11PM  
**July and August** 7AM - 12AM (Sun - Thurs) & 7AM - 1AM (Fri & Sat)  
**September** 7:30AM - 9PM (Mon - Thurs) & 7:30AM - 11PM (Fri - Sun)  
**October** 7:30AM - 9PM • **November 1st - 15th** 7:30AM - 3:30PM

## **TERMS AND CONDITIONS OF SERVICE**

Oyster Bay Marine Center (the "Marina") agrees to supply services to the boat and customer listed above, only in accordance with the following terms and conditions:

**Right to Terminate:** A launch service sticker will only be issued after the total amount due hereunder is paid in full. The launch service is a conditional license which may be revoked in the event (i) any amount due to the Marina is not paid within ten days of the date written notice is sent to the above listed customer (the "Boat Owner") demanding payment; or (ii) the boatowner or an invited guest or agent is unruly, acts in a dangerous, or inappropriate manner; or the Boat Owner is in default of any other duty or obligation to the Marina which is uncorrected after sending a ten day written notice to cure; or (iv) the boat owner engages in what the Marina, in it's sole discretion, feels is unsafe conduct.

**Sticker Required:** No launch service will be provided without the proper sticker affixed to the starboard side of the boat's hull near the transom.

**Payment Terms:** All charges are subject to a 1.5% monthly service charge for balances unpaid more than 30 days. Payment on invoicing is due upon receipt unless specified otherwise. Payment for estimated work requires a 50% deposit with the balance due upon receipt of invoices.

**Moorings:** At least two weeks notification is required for mooring placement scheduling and for T.O.B. mooring inspection. Upon placement of the mooring, the customer agrees to assume all liabilities pertaining to the mooring, in addition to the responsibility of maintaining the mooring (i.e. having hull and liability insurance for the boat, good chafe guard for mooring lines, and relocation of mooring due to wind storms).

**Obligation to Carry Insurance:** It is a condition of this license that the boat owner carries hull and liability insurance on the boat. Whether or not the Boat Owner complies with this provision, the Marina is not responsible for the boat, it's contents, or any equipment left on the boat, the dock, or the launch in the event of loss or damage due to theft, vandalism, or any act of God. The Marina shall not be liable to the boat owner unless the loss or damage is due to the Marina's gross negligence.

**Independent Contractors:** Any independent contractor working for or on behalf of the Boat Owner must first supply the yard with certificates of insurance comparable to the coverage in force by Oyster Bay Marine Center and a Certificate of Insurance for Worker's Compensation. All such work will be billed through the yard with a 15% fee for handling and use of facilities.

**Consequential Damages:** In the event of the termination of this agreement and/or the Marina's withdrawal of services to the boat or Boat Owner for any reason, including but not limited to the conditions in Paragraph 1 above, the Marina shall not, under any circumstances, be liable for any consequential damages to the boat owner, or any other person or entity, as a result of such termination. The limit of the Marina's liability in all respects for terminating this license shall be a refund of the unearned, prorated amount of any amount paid for launch service, storage, or any other service not completely delivered.

**Launch Service:** Payment for the launch service entitles the boat owner to unlimited pickups at the Marina's dock and transfer to the boat at the above mooring number, and unlimited pickups from the boat at above mooring number to the Marina's dock from April 1, 2023 to November 15, 2023. There are no partial season rates and the service will not be pro-rated if it is purchased after April 1 or not used for the entire season. Launch service does not apply, and cannot be purchased, for live aboard and for charter or commercially used boats.

**Rental Moorings:** A rental mooring includes placement in the spring, hauling in the fall, and reconditioning of the mooring in the winter to meet all requirements of the Town of Oyster Bay. The list of minimum weights for each boat length required by the Town of Oyster Bay is noted on the obverse. You may want to request a heavier mooring if your boat is larger than most for its length. This information is current as of January 1, 2023. and the Marina, while acting in good faith and with the promise to meet the requirements in effect on the date the mooring is placed, makes no representations that such weights will be in effect when the moorings are placed.

**Mooring Storage:** Each winter after hauling, no charge - If not replaced and mooring is left in the Yard, storage will be \$50.00 for each winter and/or summer season afterwards. Any mooring left in the yard for two (2) consecutive seasons with unpaid storage will become the property of the Marina or disposed.

**Environmental Fee:** A 2.5% environmental fee will be charged on all services and products provided by OBMC to be utilized for costs incurred in meeting requirements of the new NYS DEC-SPDES multi-sector permit and OBMC clean marina program.

**I HAVE READ AND ACCEPT ALL OYSTER BAY MARINE CENTER WINTER STORAGE TERMS & CONDITIONS**

Owners Signature \_\_\_\_\_ Date \_\_\_\_\_

## **PAYMENT DETAILS**

Please utilize the below Visa or Mastercard for Launch Service and / or Rental Mooring Fees

CREDIT CARD NO.: \_\_\_\_\_ EXP. DATE \_\_\_\_\_

CARDHOLDERS SIGNATURE: \_\_\_\_\_ SECURITY CODE \_\_\_\_\_

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