

## 2022 Summer Agreement

NAME \_\_\_\_\_ BOAT NAME \_\_\_\_\_  
 STREET \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
 HOME PHONE \_\_\_\_\_ BUSINESS PHONE \_\_\_\_\_  
 CELL PHONE \_\_\_\_\_ E-MAIL ADDRESS \_\_\_\_\_  
 MOORING NUMBER \_\_\_\_\_ REGISTRATION NUMBER \_\_\_\_\_  
 BOAT MANUFACTURER \_\_\_\_\_ KEY/COMBO \_\_\_\_\_  
 BOAT TYPE:    POWER                      SAIL                      LENGTH \_\_\_\_\_ DRAFT \_\_\_\_\_ YEAR \_\_\_\_\_  
 INSURANCE CARRIER \_\_\_\_\_ POLICY NUMBER \_\_\_\_\_  
 PLEASE HAVE MY MOORING PLACED BY (DATE)\* \_\_\_\_\_

### LAUNCH SERVICE

\_\_\_\_\_ **Launch Service** \_\_\_\_\_ **\$1750.00**  
 \_\_\_\_\_ **Launch Service** Discounted if you either stored your boat with us in the winter of 20/21 or OBMC takes care of your mooring accommodations. Rental or customer owned (placement, hauling, reconditioning). \_\_\_\_\_ **\$1510.00**  
 \_\_\_\_\_ **Launch Service** Full service discount if you stored your boat with us in the winter of 20/21 AND OBMC takes care of your mooring accommodations. Rental or customer owned (placement, hauling, reconditioning). \_\_\_\_\_ **\$1375.00**

\* No partial season rates. \* No live aboards accepted for slips or launch service. \* Launch service prices listed above are not for 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. Following 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 than most for its length.

#### Please Check Your Desired Mooring

100 lb. 16 - 18 ft	150 lb. 19 - 22 ft	200 lb. 23 - 26 ft	250 lb. 27 - 30 ft	300 lb. 31 - 34 ft	400 lb. 35 - 40 ft	500 lb. 41 - 50 ft	600 lb. 51 - 53 ft
<b>\$710.00</b>	<b>\$785.00</b>	<b>\$900.00</b>	<b>\$1095.00</b>	<b>\$1220.00</b>	<b>\$1475.00</b>	<b>\$1685.00</b>	<b>\$1980.00</b>

Larger moorings are available up to 2000 lbs. Call for additional information.

All Major Credit Cards Accepted

Please utilize my Visa or MasterCard for Launch Service and/or Rental Mooring

Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
 Credit Card Security Code: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

### ADDITIONAL SERVICES OR PURCHASE MOORING

If you already own a mooring, OBMC will place the mooring at **\$0.65 lb.** and haul and winter store the mooring at **\$0.65 lb.** (these fees do not apply to rental moorings). There are no hauling or placement fees for rental moorings.

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. Please call us, we will be happy to review your options.

### ADDITIONAL INFORMATION

If this is your FIRST season in Oyster Bay: For the safety of all boats, the Town of Oyster Bay assigns all mooring locations. To keep this process organized you must apply for a mooring permit.

**Oyster Bay Residents** is a **\$50.00** permit fee.  
**Non-Residents** is a **\$75.00** permit fee.

To request an application,  
 Call (516) 677-5811 or write to:

**Town of Oyster Bay**  
**Bureau of Conservation and Waterways**  
 22 Audrey Avenue  
 Oyster Bay, New York 11771

Please do not hesitate to reserve your launch service and mooring with OBMC.

After you receive and complete the mooring permit application, mail it back to the Bureau of Conservation and Waterways with the appropriate fee. You'll receive the permit after March 15, 2022. Please forward the permit (the pink copy), and we'll take care of the inspection and placement.

Each year thereafter the town will automatically mail out an application in January and give you first choice of your previous location. Please do not hesitate to call us if you have any questions or need assistance.

**I have read and agree to the terms and conditions in this contract as stated on the reverse side.**

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Call us at (516) 624 2400**

## 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:

1. **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 boat owner or an invited guest or agent is unruly, acts in a dangerous, or inappropriate manner; or (iii) 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 its sole discretion, feels is unsafe conduct.

2. **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.

3. **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.

4. **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).

5. **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, its 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.

6. **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.

7. **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.

8. **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, 2022 to November 15, 2022. 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 aboards and for charter or commercially used boats.

9. **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, 2022. 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.

10. **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.

11. **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.

## The Service

Cordiality and attentiveness are what you'll experience from the staff at Oyster Bay Marine Center. Whether it's the launch operator, the mechanic, or the sales person, you'll always be treated with the promptness and respect you deserve.

## The Harbor

Deep water and well enclosed, Oyster Bay is one of the most protected and navigable harbors on Long Island Sound. Thanks to the foresight of the town of Oyster Bay there will never be the overcrowding of boats which has occurred in many other harbors.

## The Fishing

Oyster Bay offers the fishing enthusiast year-round activity. The waters are rich with bluefish, flounder, blackfish, and striped bass.

## Launch Service Hours

**April**  
(All Week) 7:30am-5:00pm

**May**  
(All Week) 7:30am - 9:00pm

**June**  
(All Week) 7:00am - 11:00pm

**July and August**  
(Sun - Thurs) 7:00am - 12:00am  
(Fri & Sat) 7:00am - 1:00am

**September**  
(Mon - Thur) 7:30am - 9:00pm  
(Fri - Sun) 7:30am - 11:00pm

**October**  
(All Week) 7:30am - 9:00pm

**November 1st thru 15th**  
(All Week) 7:30am - 3:30pm



## 2022 Launch Service Mooring Agreement

5 Bay Avenue  
Oyster Bay, New York 11771  
[service@obmc.com](mailto:service@obmc.com)  
[www.obmc.com](http://www.obmc.com)