

Pier 41 LLC
1900 Shore Parkway, Brooklyn, New York, 11214
marinebasinmarina@gmail.com
718-400-9123

Pier 41 LLC (the “Marina”)

2026 SUMMER BERTHING SPACE AGREEMENT

April 15, 2026 to October 15, 2026 / October 15th, 2026 to April 15th, 2027/
Transient Slips

NAME: _____(the “Boat Owner”)
(Print Boat Owner’s Name)

ADDRESS: _____
(Residence)

PHONE CONTACT:
Home _____, Cell: _____,
Other: _____

EMAIL(S):

VESSEL NAME: _____
REGISTRATION OR OFFICIAL # : _____
MANUFACTURER: _____
MODEL: _____
YEAR: _____ LOA: _____ BEAM: _____
STATE VESSEL REG, or C.G. DOC #: _____

CONTRACT MUST BE COMPLETED IN FULL (INCLUDING ALL PHONE, REGISTRATION/DOCUMENTATION NUMBERS). A COPY OF YOUR CURRENT HULL LIABILITY INSURANCE DECLARATIONS PAGE MUST BE ATTACHED, AND BOAT OWNER MUST INCLUDE A COPY OF THE VESSEL REGISTRATION.

BOAT OWNER SPECIFICALLY ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTOOD PARAGRAPHS #2 & #6 OF THIS AGREEMENT AND AGREES TO MAINTAIN LIABILITY INSURANCE (MINIMUM \$100,000/\$300,000) COVERING ANY AND ALL DAMAGES TO HIS/HER VESSEL, AND TO OTHER VESSELS OR PROPERTY FOR WHICH HE/SHE IS FOUND RESPONSIBLE. ***NO BERTH OR SLIP WILL BE ASSIGNED UNTIL A PHOTOCOPY OF THE DECLARATIONS PAGE OF THE INSURANCE POLICY IS RECEIVED BY THE MARINA.***

DOCKAGE FEE SCHEDULE:

2026 season Transient (per day) ___(ft) @ \$4/ft = \$_____

2026 summer season (April 15th - October 15th) ___(ft) @ \$125/ft =
\$_____

2026 winter season (October 15th - April 15th 2026) ___(ft) @ \$70/ft =
\$_____

2026 1 year rate (April 15th 2025 - April 15th 2026) ___(ft) @ \$180/ft =
\$_____

1. a. The Marina grants the Boat Owner a slip designated as slip # _____ on the chart maintained by the Marina for the Boat Owner’s vessel having an OVERALL LENGTH of _____ feet and having a BEAM of _____ feet, having ___ AIR CONDITIONERS on board and requiring _____ AMPS of electric service, for the season of 2026 at the applicable rates as set forth above. Pier 41 LLC management reserves the right to relocate Boat Owners' slip at any time.

b. No person shall in any way alter, move, convert or install any fixed electric or plumbing lines other than are currently installed or supplied by the Marina. The use of carpeting on rails, docks, floats or slips is prohibited. All dock boxes and boarding steps must be approved by the Harbormaster. Nothing shall be added to the Marina unless it is approved and/or furnished by the Harbormaster. Any such installation will be removed at the discretion of the Marina and the Boat Owner shall be wholly liable for damage to parts of the Marina due to the installation and removal.

2. By signing this contract the Boat Owner agrees to have HULL AND LIABILITY INSURANCE IN EFFECT DURING THE TIME THE BOAT IS AT THE MARINA. This insurance should also provide for cleanup of any environmental contamination caused by the Boat Owner or vessel, including by not limited to oil, gas, or paint spills. Boat Owner is well aware

that the consideration paid to the Marina for berthing his/her vessel is disproportionately small in comparison to the value of the vessel and equipment involved, and Boat Owner is further aware of the various types of risks that are associated with the berthing, handling and other work performed on his/her vessel at the Marina premises. Therefore, Boat Owner understands and agrees that the Pier 41 LLC and, its agents and employees, are not responsible for loss, damage, or personal injury to Boat Owner or his/her vessel or equipment thereon; including but not limited to damage caused by wind, water, collisions, fire, theft, storm, ice, acts of God, or the work of independent contractors. The Boat Owner agrees to hold the Pier 41 LLC and its agents and employees harmless in the event of such occurrences.

3. NO OUTSIDE LABOR will be allowed to work on boats on premises, either ashore or afloat at any time without the express written consent of Pier 41 LLC. ALL OUTSIDE CONTRACTORS will be required to provide proof of liability insurance and will be charged a commission for use of yard facilities. All outside labor must check in and out with the Marina daily.

4 .Pier 41 LLC shall have a lien on the vessel, its contents and equipment, for any charges due and owing by the Boat Owner to Pier 41 LLC under this Agreement. By entering into this contract, the Boat Owner agrees that any overdue payment is subject to interest at 1.5% monthly, as well as all collection costs and legal expenses equal to an additional 1/3 of the amount due in the event collection through an attorney becomes necessary. NO ADJUSTMENTS WILL BE MADE AFTER 10 DAYS from receipt of a bill. NO REFUNDS WILL BE MADE ONCE THIS AGREEMENT IS SIGNED AND PAID. Before slip is occupied, all slip fees and balances must be paid in full. If a boat is in a slip with any of the above amounts outstanding, it will be hauled and sidetracked at the Boat Owner's expense. SLIP FEES ARE NON-REFUNDABLE.

5. Slips are non-transferable. BOATS FOUND IN THE WRONG SLIP will be hauled and sidetracked at the Boat Owner's expense. When a slip is not occupied by the Boat Owner, the marina reserves the right to use that slip for transients or other purposes. The marina also reserves the right to move boats on an as needed basis to make repairs on or around the facility or for safety issues.

6. As part of the consideration of the Agreement, the Boat Owner agrees that neither Pier 41 LLC, its agents or employees, shall be liable for any damage, loss, destructions, deterioration of or to said boat or any article or thing attached thereto or left thereon or the contents thereof from any cause whatsoever, regardless of fault, and the Boat Owner also agrees that neither said Pier 41 LLC, its agents, servants or employees shall be liable for any personal injuries sustained by the property Owner, his agents, servants, or employees, invitees or licensees, or any other person as a result of or in connection with the use of the premises herein, whether such injuries be due to the negligence of Pier 41 LLC, its agents, servants and/or employees or otherwise, and the Boat Owner agrees to indemnify and save harmless Pier 41 LLC, its agents and/or employees, from any loss damage, or expense including attorney's fees and court costs incurred by reason of any such damage, loss, destruction, delay or deterioration as aforesaid, or by reason of any such personal injury sustained by the property Owner, his agents, servants, employees, invitees or licensees, or any other person as aforesaid. Boat Owner shall defend and indemnify Pier 41 LLC against any and all claims.

7. The Boat Owner shall be responsible for complying with all applicable environmental laws and regulations concerning the care and use of his/her boat. Boat Owners are responsible for cleanliness around their boat. The Boat Owner will be billed for the cost of the cleanup of any environmental

contamination caused by the Boat Owner, including, but not limited to oil, gas, or paint spills. No spray painting by the Boat Owner will be allowed. NO SMOKING is permitted in areas where Boat Owners are working with, or in close proximity to, solvents or flammable materials. Boat Owners will arrange for recycling of waste oil, solvents, batteries, etc.. Do not put any such materials in or near dumpsters or in the water.

8. Use of electric service aboard and at the dock is exclusively at the risk of the Boat Owner.

9. No barbecues, gas or otherwise or open fires of any kind permitted on docks or on boats.

10. Overboard discharge of heads or holding tanks is strictly forbidden.

11. Dogs must be kept on the leash and cleaned up after.

12. Pier 41 LLC is not responsible for damages resulting directly or indirectly from extreme high or low water levels.

13. If the Boat Owner breaches this agreement for any reason, Pier 41 LLC reserves the right to cancel the contract and require the Boat Owner to remove his boat with 10 days written notice. Pier 41 LLC will haul and sidetrack the boat at the Boat Owner's expense if left past those 10 days.

14. **Strictly Prohibited:** The use of drugs or alcohol on the docks or parking areas is not allowed. Smoking is not permitted in any area of the

marina. Excessive noise or loud music is not allowed. All or any of these will cause a written warning or termination of this agreement at the discretion of Pier 41 LLC.

15. Pier 41 LLC does not allow any "Boats for Hire" unless otherwise agreed upon in writing from Pier 41 LLC. This includes but is not limited to boats for hire for excursions, fishing, taxis, tours, etc. Any boater found to be in violation of these rules will have their summer dockage lease terminated immediately and their boat removed from the Marina.

16. All boats must be removed by October 15th if the Boat Owner has not paid for winter dockage. Boats left in the Marina after October 15th that have not paid their balance in full may be hauled and stored by Pier 41 LLC or left in a slip, at the Boat Owner's expense, and regular transient rates shall be charged from October 15th until such time as the boats are removed. Pier 41 LLC shall be held harmless by the Boat Owner regarding any damage resulting from hauling and storing pursuant to this paragraph.

17. This agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

Additional Rules and Regulations

- All boat slips are not to be subleased, sold, or transferred.
- Sleeping overnight on the Boat Owner's vessel or docks is not permitted.
- Boat Owners are responsible to keep their slips and area's clean and presentable.
- No painting or hazardous materials are permitted on the dock.
- Boat Owners leaving for an extended period (48 hours or longer) must notify Pier 41 LLC management.
- All no wake zones in the marina must be adhered to.
- If a Boat Owner of a vessel damages marina or private property they are fully responsible for the cost of repairs set by Pier 41 LLC.
- No signage is permitted on the dock without written consent from Pier 41 LLC.
- Fishing off of the docks is strictly prohibited.
- Firearms, loaded or unloaded, are not permitted on the docks at any time.
- No bicycles, scooters, skateboards, motorcycles, mopeds, or anything similar are to be used or stored on the docks.
- Refueling is not permitted on the docks. Boat Owners must take their boats to a refueling station to refuel.
- Parking will be limited to 1 car per boat slip. Additional cars will have to pay a day fee to park on the premises.
- All hoses must be fully turned off when not in use and leaks must be reported to Pier 41 LLC management immediately.
- No wildlife is to be fed.
- Dogs must be on leashes and are not to be tied off to anything on the docks.
- With exception to 1 dock box per boat nothing is to be stored on the docks.
- At all times any person under the age of 12 or under 4 feet tall in height must have a Coast Guard Approved life jacket on at all times

when entering, exiting, or otherwise being on the docks. They must also be supervised by an adult at all times.

I HAVE READ THIS ENTIRE CONTRACT AND AGREE TO ABIDE BY THE TERMS STATED THEREIN.

Boat Owner:

Printed Name: _____

Signature: _____

Date: _____

Pier 41 LLC:

Printed Name: _____

Signature: _____

Date: _____