



CORNETTA'S MARINA

637-641 PIERMONT AVENUE
PIERMONT-ON-HUDSON, NEW YORK 10968
(845) 359-9852 • (845) 359-0410
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MARINA SUMMER BERTHING SPACE AGREEMENT

AGREEMENT, made and entered into this _____ day, 20____
by and between Cornetta's, a corporation organized and existing under the laws of the State of New York,
having its offices at Piermont on the Hudson, New York, (hereinafter called Cornetta's) and

_____ () _____ (Email)
(hereinafter called "Boat Owner")

WHEREIN IT IS MUTUALLY AGREED, AS FOLLOWS: _____ (Cell)

_____ (Bus)

OWNER'S NAME _____ TEL. _____ (Home)

ADDRESS _____ CITY _____ ZIP _____

BOAT MFG. _____ BOAT NAME _____ LENGTH _____ REG. _____ SPACE NO. _____

1. Cornetta's grants to Boat Owner the Berth _____ (as designated on the chart kept in the
office at Piermont) for Boat Owner's Yacht name _____ having an overall length
of _____ feet, width of _____ feet an draft _____
for the season 20 _____ at the applicable rates as set forth in the attached 20 _____ rate schedule.

2. Cornetta's shall furnish and maintain floats, gangways and berthing facilities, and shall provide water and electric current at
appropriate rates.

3. Cornetta's shall have the right to grant permission to a third party to use Boat Owner's berth whenever Boat Owner's yacht
is absent and to receive revenue therefrom.

4. Whenever Boat Owner's yacht is to be absent from the berth for more than two days. Boat Owner's shall give Cornetta's
reasonable notice to include expected times of departure from and return back to Cornetta's.

5. Boat Owner shall obey all laws, ordinances and regulations including, without limitation, the Village Ordinance prohibiting
the discharge of ship's toilets or dumping of refuse into harbor, and failure to obey any such laws, ordinances and regulations shall
render this Agreement void with the forfeiture of all payments made hereunder.

6. Boat Owner will moor boat properly in assigned space only. If necessary to move boat due to storm or improper mooring,
or if boat requires pumping, the Yard will do the work necessary and charge Boat Owner at rate of \$30.00 per hour.

7. THE BOAT OWNER IS WELL AWARE THAT THE CONSIDERATION PAID TO CORNETTA'S, FOR BERTHING OF
HIS BOAT IS DISPROPORTIONATELY SMALL IN COMPARISON TO THE VALUE OF THE BOAT AND EQUIPMENT INVOLVED
AND ASSOCIATED WITH BERTHING, HANDLING, AND OTHER WORK PERFORMED ON HIS BOAT ON THE CORNETTA'S
PREMISES: THEREFORE IT IS UNDERSTOOD AND AGREED THAT CORNETTA'S, ITS AGENTS, SERVANTS AND EMPLOY-
EES ARE NOT TO BE RESPONSIBLE FOR LOSS, DAMAGE OR INJURY TO BOAT OWNER'S BOAT OR TO EQUIPMENT
THEREON, INCLUDING BUT NOT LIMITED TO WIND, WATER DAMAGE, THEFT, COLLISION, CHAFING, VANDALISM,
FIRE, AND ANY NEGLIGENT ACT OR OMISSIONS AND NOTWITHSTANDING ANY ASSERTED OR ACTUAL BREACH OF
THIS CONTRACT BY CORNETTA'S, OR ANY OTHER CAUSE. THE OWNER AGREES THAT THE BOAT WILL NOT BE
BERTHED IN A CONDITION TO BE A FIRE HAZARD AND FURTHER AGREES TO CARRY APPROPRIATE INSURANCE COV-
ERAGE FOR ALL THE AFORESAID RISKS DURING THE PERIOD OF THIS CONTRACT AND ANY RENEWAL THEREOF.

8. It is understood and agreed by Boat Owner that Cornetta's does not under this Agreement insure or grant any winter
storage for the herein described boat.

9. "Season" as used in this Agreement shall be May 15 to October 15.

10. In the event that "Boat Owner" sells his boat during the term of this Agreement, Agreement terminates as of the date of
sale. The space cannot be assigned to the new owner. However, the new owner may apply for berthing in accordance with
requirements of the Marina for all applicants, and subjects and subordinate to any prior approved applicants. Refunds may be
made to the "Boat Owner" at the discretion of Cornetta's regarding the unused portion of the Agreement, as per the prevailing rate
schedule, provided that the space is rented for the unused portion.

11. Parking for one car per boat only, with parking permit sticker.

12. Cars not registered with the Marina, will be towed away at owner's expense.

13. Outside professional labor, including owner's employees, will not be used in Marina without Marina's written permission.

14. Boats offered for sale shall be listed with the Marina. Should same be sold by Owner or another yacht broker, the Marina
shall be paid 5 per cent of the gross sale price of said boat or services incurred directly or indirectly relative thereto.

**IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed at
on the day and year first above written.**

Boat Owner _____

Cornetta's Marina _____