



Orleans County Marine Park 2023 Lease Agreement

1. The term of this lease shall be one year beginning from the date of signature and shall be renewable annually with this term. Upon expiration of this term slip space shall be allocated equitably, through a public lottery, if necessary.
2. Lessee may use the assigned slip space and other Park facilities between April 15 and November 1 of each year.
3. This lease agreement provides for tenancy of one (1) boat slip, for the specified term, as assigned to the lessee.
4. To be admitted to Orleans County Marine Park slips and to continue to be berthed at this facility a vessel must be registered, identified, marked, equipped and maintained as required by law; be fully insured for fire, theft, and liability; and shall at all times be capable of moving from the slip under its own power, and shall at all times present a clean, well-maintained appearance.

Lessee must provide Orleans County with the following insurance documentation. The covered period must include the slip rental period. If the policy renews during the slip rental period then the lessee shall provide the renewal documents. Please be aware there are two distinct insurance requirements.

- A.) Proof of insurance listing your vessel specifically, for the slip rental period. The minimum coverage for property damage liability and bodily injury shall be \$100,000.00
- B.) Lessee must provide the County of Orleans with a **COI (Certificate of Insurance)** listing the County of Orleans as a certificate holder for bodily injury and property damage liability limits of at least \$100,000.00 and dated correctly covering your vessel for the slip rental period. This is typically a page 2 or addendum to the insurance policy. Your individual insurance company may differ on this language and may be indicated as – certificate holder, additional insured, additional parties or other interests, etc. (Please see our SAMPLE COI to assist you and your insurance company)

*Please note, these documents must accompany the signed Lease Agreements and **must be submitted before docking**. If not, you will **not be allowed** to enter your slip.

5. Slips will be made available approximately two (2) weeks after the river is free of ice and navigable, or April 15th, whichever is later. Slips shall be cleared of boats no later than November 1st at the expense of the vessel owner.
6. Slip rental fee is variable and may change, without notice, based on an inflation index and local economic conditions. Boat slip rental payment in the amount of \$ _____ for Slip No. _____ shall be made payable to the **Orleans County Treasurer** in one lump sum by April 15th of each year of this agreement.
7. This lease shall not be transferred by assignment or sublease by the lessee without the written consent of the County.

8. Lessees are not permitted to exchange assigned boat slips without prior approval of the County.
9. The County reserves the right to place other vessels in a lessee's slip for transient use, and to charge therefore, when the slip is not being used by the lessee.
10. Lessee assures that he has read, and acknowledges, the Rules and Regulations of the Park. Rules and Regulations are subject to change without notice.
11. Lessee shall be issued an electronic gate card upon original signature of this agreement and upon receipt of refundable deposit of \$50.00, payable to the Orleans County Treasurer. Such card shall be returned on termination of this lease agreement. Should the card not be returned by the 31st of December, lessee shall forfeit this \$50.00 deposit.
12. Each person holding a valid lease to use a Park slip agrees to indemnify and hold harmless the County of Orleans, its agents, and employees, from any and all claims of liability for personal injury or property damage of themselves, their families, agents, employees or guests resulting from their use of Park facilities, or in any way related to their presence on Park premises, except as such indemnification and hold harmless may be specifically limited by law.
13. Owners of vessels are responsible for proper operation and mooring and taking all precautions to ensure that their vessels are secure from damage from any and all causes including without limitation theft, fire, vandalism, and storm.
14. The County reserves the right to reject any application for, or terminate any lease to use a slip, for any violation of this lease or Rules and Regulations of the Park, or for any conduct by the lessee, their family, agents or guests, which in the judgment of the County may cause injury to persons or damage to property or which unreasonably interferes with the enjoyment of the Park by others. There shall be no refund of fee in the event of such termination of lease. Upon termination the lessee's vessel shall be promptly removed from the premises.
15. Any vessel remaining on the Park premises after termination of a lease may be removed by the County at the expense and risk of the vessel owner. The County shall not be responsible for any damage to any persons or property resulting from such removal.

Lessee

County of Orleans

Date

Date

Please Print and Mail Signed Lease to:

Dawn L. Borchert, Marine Park Manager
 Orleans County Department of Planning and Development
 14016 Route 31 West
 Albion, NY 14411-9382
 (589) 589-3198
