

Town of Richfield
18 East James Street
Richfield Springs, NY 13439
315-858-8809

2026 Boat Slip Lease Agreement

(Rev 1/22/2026)

BOATER INFORMATION

Slip Renter's Name: _____	
Slip Renter's Address _____	
Phone(s): _____	
Contact Email: _____	
Circle Rent Amount: (\$1,100.00 Residents)	(\$1,300.00 Non- Residents)
Boat Name: _____	Boat Length: _____
Make: _____	Model: _____
Registration #: _____	Boat Color: _____

BOAT SLIP NUMBER: _____

**** Please Submit All Required Documents ****

1. **Parties.**

This Boat Slip Lease Agreement (hereinafter "Agreement") is entered into on this ____ day of _____ (month/year), between the above named Slip Renter and the Town of Richfield, NY, 18 East James Street, Richfield Springs, NY 13439 (hereinafter "Town").

The Slip Renter certifies that the above-described boat is registered in their name and accepts full responsibility for any user of the boat to follow the terms of this lease agreement and the rules and regulations of the Town.

2. **Limit on Use.**

This Agreement allows dockage for the above-described boat slip at the Town's Leased Space Dock located at Baker's Beach (the "Leased Space Dock").

No person shall tie up to any slip, bulkhead or mooring at the Town without executing a lease agreement, providing a valid boat registration and making payment in full.

Docking permits are not transferable and the Town reserves the right to use reserved accommodations during temporary vacancies by the slip holder.

No private sub-leasing of slips or transfer of boats between slips is permitted. Slip Renter's

must be the primary user of the vessel. Slip Renters in violation are subject to the permanent loss of slip.

The valid boat registration must match the Slip Renter. The person(s) on this agreement must have been the primary person listed on our waitlist.

3. **Term.**

This lease agreement commences the weekend before of Memorial Day Weekend and terminates on September 15, unless sooner terminated as hereinafter provided. However, the parties agree that weather, water level, and other environmental conditions at the Town, determined in the sole discretion of the Town, may result in the actual boating season beginning and ending on dates other than the stated term of this lease agreement. If a change in the opening date and/or closing date of the season occurs, **no fee adjustments** to this lease agreement will be made.

4. **Rent.**

The rental rate shall be **\$1,100.00 for Town Residents and \$1,300.00 for Non-Town Residents** for the season. Rents will not be prorated for boat arrivals after the first day of the season nor will rents be prorated for boat departures prior to the close of the season. All boat slip fees are **nonrefundable**.

5. **Relocation and Termination.**

The Town reserves the right to change existing dockage assignments at its sole discretion, and to terminate this lease should the terms under which it is issued be violated.

a. Termination by Town.

- (i) **For cause.** The Town may terminate this agreement for cause if the Slip Renter violates any terms or conditions of this agreement or its incorporated obligations. If the Slip Renter violates any of the terms and conditions in this agreement, the Town shall have the option of terminating this agreement upon the lessee with as few as three (3) days actual notice, or five (5) days written notice to Slip Renter posted onboard the vessel, without waiving any other rights herein. Slip Renter must remove the boat from the slip prior to the end of the notice period.
- (ii) **For Convenience (without cause).** The Town retains the right to terminate this agreement without cause, at any time, upon three (3) days actual notice, or five (5) days written notice to Slip Renter posted onboard the vessel. In such cases, any prepaid fees, charges, or expenses shall be prorated, and any surplus returned to the Slip Renter, and Slip Renter shall remove the boat by the termination date so noticed. Nothing in this paragraph shall waive any other right of the Town under this agreement, at law, equity or admiralty.

- (iii) Removal. If the Slip Renter fails to remove the boat and equipment from the rented slip after the termination or expiration of this agreement, after proper notice of same the Town shall be entitled to:
 - i. Remove the boat and store or re-dock the boat at any location in any commercially reasonable manner, all at the expense of the Slip Renter, and may impound or place a lien on the Boat until all the Slip Renter's fees and charges are paid in full;
 - ii. Lock the boat in place until all the Slip Renter's fees and charges are paid in full;
 - iii. Charge the Slip Renter the then current transient rate per day for so long as the boat remains in the Town until all the Slip Renter's fees and charges are paid in full;
 - iv. Exercise any other right the Town shall have at law, equity, or admiralty;
 - v. Any combination of any or all remedies set forth in this paragraph.

6. **Rules, Regulations and Use.**

Slip Renter agrees to be bound by Town Rules and Regulations adopted by the Town of Richfield Board and made available at the Town Clerk's Office. Said Rules and Regulations may be lawfully changed from time to time by the Town. In addition to such rules, the following rules apply:

- a. Lines and fenders - Slip Renter must provide adequate line and fenders and maintain them in proper condition and arrangement. In the interest of safety, the Town may require that dock lines and fenders be changed or altered. In an emergency situation threatening damage to the owner's vessel, or property of the Town, determined in the sole discretion of the Town, the Town may cause appropriate lines and fenders to be attached to the Slip Renter's boat and do other necessary work and the cost of doing so shall be charged to the Slip Renter.
- b. No Docking Assistance or Surveillance - The Town will not be held responsible for the security and/or safekeeping of vessels or their contents at any time.
- c. Flame and heating elements - In no case may flame-heating elements, inflammable liquids, explosive gases or other hazardous materials or equipment be used on the docks while at the Town.
- d. No swimming, diving or fishing – Swimming, diving or fishing is not permitted from anywhere in the Town's dock areas.
- e. Docking manner - No boats shall be docked in such a manner as to have the bow pulpit extend over the walkway dock.

- f.** Materials on dock - Slip Renters shall not place materials, supplies, rubbish or debris on walkways.
- g.** Waste (Carry In/Carry Out) – Slip Renters shall not discharge waste material, refuse, or rubbish of any kind into the water or onto the grounds. All garbage and recycling shall be carried out by the Slip Renter. Boaters may not dispose of any motor oil, gas or other lubricants in the water, grounds, or trash containers.
- h.** Persons acquiring a larger or smaller boat during the lease period must contact the Town prior to changing boats, as length restrictions are vigorously enforced. The Town retains the right to refuse any new vessel length request. If a Slip Renter purchases a vessel longer than the slip length or mooring requirement without securing prior permission, the Town may terminate the slip agreement. The registered length of the vessel may not exceed the dock length that the Slip Renter occupies.
- i.** Non-authorized vessels left in a slip or on a mooring after September 15 are subject to a daily \$50 late fee and a \$150 towing fee. Boats will be locked up until full payment is received. Any boat removed without full payment of late fee will be subject to loss of slip use the following year and/or legal action.
- j.** The Town is not responsible for underwater vegetation growth and its effects on boater navigability. If conditions prevent safe navigation in or out of the slip. Slip Renter(s) must notify the Town immediately so that concerns can be addressed.
- k.** The Town is not responsible for lost, stolen or damaged property.
- l.** Town property at Baker’s Beach, including the dock and leased slips, is used solely at the Slip Renter’s and lessor’s own risk.
- m.** Slip Renters are responsible for the behavior of their invitees.
- n.** Parking – One vehicle per slip at any time by dock area. One additional vehicle, if necessary, will park at the top of the hill by the Meeting House. Overnight parking is not permitted on Town Property.
- o.** Residency Status – Residency is determined by the address listed on Slip Renter’s Driver’s License.
- p.** Environmental Practices- the Town strives to utilize sound environmental procedures to prevent and reduce pollution. Our customers are encouraged to adopt similar practices.
- q.** No trailers may be brought into or parked at Bakers Beach Park.
- r.** There are no boat launch facilities at Bakers Beach. There is a New York State boat launch further South on Route 28. Boat access to the leased slips is from the water only.

7. **Foul Weather.**

Slip Renter agrees that it is not relying in any way upon the skill or intervention of the Town to protect the boat should foul or dangerous weather threaten to damage the boat.

8. **Indemnification.**

To the extent permitted by law, Slip Renter expressly undertakes and agrees to hold the Town harmless with respect to damage or loss to the boat or its outfit, while at Baker's Beach. Slip Renter agrees to hold the Town harmless, indemnify and defend the Town and its officers, agents or employees from any claims of any person including other owners of property or boats at the Town arising out of this lease agreement or the boat being docked or moored at Baker's Beach, and further agrees to be responsible to the Town for damage to the Town's facilities or property arising out of Slip Renter's use Baker's Beach or any appurtenance therefrom, including, without limitation, dock damage, environmental fines, and all other liabilities.

9. **Insurance Coverage.**

The Lessee of the seasonal slip is required to obtain and show evidence to the Town in the form of a Certificate of Insurance or a copy of the insurance policy certifying the following insurance coverage is in force:

The Town of Richfield, NY shall be listed as an additional insured for liability coverage.

Liability Coverage:

Lessee is required to provide evidence of \$500,000.00 Liability coverage.

A certificate proving appropriate coverage must be provided to the Town at the signing of this lease agreement.

10. **Entire Agreement.**

This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and it may not be amended except in writing signed by both parties hereto.

11. **Choice of Law and Forum.**

Any dispute arising hereunder shall be governed by the laws of the State of New York. Any action to enforce this agreement must be brought exclusively in a Court of competent jurisdiction located in Otsego County.

12. **Severability.**

In the event that any provision of this agreement should be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect.

13. **Binding Nature.** This agreement is binding upon and shall inure to the benefit of all parties hereto and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first set forth above.

Slip Renter's SIGNATURE: _____ ***Date:*** _____

(Please print name)

Town's SIGNATURE: _____ ***Date:*** _____

(Please print name)

Submit your signed application, proof of current boat registration, proof of insurance, & payment to :

Richfield Town Clerk

Po Box 786

Richfield Springs, NY 13439

or hand delivered to the Clerk during regular business hours.