

Town of Urbana Commercial Boat Launch Agreement

I am the owner of a business located at _____ in the Town of Urbana, and, as such, I am a person entitled to use the Town Boat Launch Site and I and on behalf of my employees, if any, do agree as follows:

FIRST: I shall pay to the Town Clerk upon submission of this Agreement a fee determined by the fee schedule set forth in paragraph "Eighth" below, said fee being the initial fee for permission to use the Boat Launch Site. I do further agree that between May 1st and May 31st of each year hereafter, I shall pay to the Town Clerk a further annual fee as may be fixed by the Town for the annual renewal of the privilege to use said Boat Launch Site.

SECOND: In the event I should elect not to renew my privilege, then I understand that this Agreement shall be kept on file with the Town Clerk for a period of not less than five (5) years. During this time period, should I wish to renew my privilege, then I understand that I shall be required to update the information contained in this Agreement and make payment of the renewal fee prior to my boat launch key card being reactivated.

THIRD: I shall, at all times, comply with the **RULES FOR USE OF FACILITIES**, which are attached hereto, made a part hereof and marked "**APPENDIX A**".

FOURTH: Boat trailers without tow vehicles and/or tow vehicles without boat trailers shall not be parked in the Boat Launch Site.

Any vehicle or trailer violating this provision shall be towed away at the owner's expense and shall not thereafter be released to the owner until the penalty hereinafter referenced, and agreed upon by each applicant's execution of this Agreement, has been paid in full to the Town Clerk and proof thereof has been presented to the party who/which provided the towing service as well as payment in full of the towing costs, including any applicable daily storage charges.

FIFTH: With the submission of this Agreement, the applicant shall submit to the Town Clerk a current certificate of general liability insurance on an occurrence basis with limits of liability of not less than one million dollars per occurrence, two million dollars aggregate and naming the Town of Urbana, N.Y., its members, officers and employees as additional insured's on a primary basis.

SIXTH: As the applicant, I hereby agree that any violation of this Boat Launch Agreement shall result in the immediate termination of my privileges hereunder and, furthermore, for any violation of those provisions set forth in paragraph "FOURTH" above. I hereby agree to pay the sum of **ONE HUNDRED FIFTY DOLLARS (\$150.00)** to the Town Clerk within TEN (10) days of said violation.

SEVENTH:

- 1) Your business is a _____ sole proprietorship,
_____ corporation,
_____ limited liability company,
_____ partnership
_____ other (specify) _____

- 2) Do you conduct your business under an assumed name? _____ yes
_____ no

If yes, state the name: _____

- 3) State your business address (a post office box is not acceptable):

- 4) Business Owner's mailing address (a post office box is not acceptable):

- 5) Name of contact person: _____

Phone number of contact person: _____

Address for contact person (a post office box is not acceptable):

Tax Map # _____

6) E-mail address: _____

EIGHTH: (a) I represent that the company's expected average weekly use of the Boat Launch Site during the months May through September will be:

() once a week or less. Annual fee: \$125.00

() twice or three times. Annual fee: \$225.00

() more than three times. Annual fee: \$325.00

(b) Additional keys up to a maximum of two are available; the annual fee for each additional key being fifty percent of the annual fee paid by the applicant in paragraph (a) above.

(c) The use of the additional key(s) is restricted solely to the applicant's company.

IN WITNESS WHEREOF, I have hereunto signed this Agreement this _____ day of _____, 20____.

Applicant's Signature _____

Approved: _____

Town Clerk/Deputy Clerk

“APPENDIX A”

RULES FOR USE OF FACILITIES

- USE:**
- A. The person or business entity to which Town permission is granted shall be responsible for proper use of the Town facilities.
 - B. For residential users there shall be but one (1) key issued per parcel number, with the exception that when the parcel is occupied by a multiple family dwelling, then each family unit within the dwelling shall be entitled to one (1) key (i.e. two family dwelling - one (1) key to the parcel owner plus one (1) key to each family unit occupying the dwelling (see paragraph “C”).
 - C. For residential users no parcel owner shall be issued more than one (1) key. Ownership of multiple parcels shall not entitle the owner to multiple keys.
 - D. An inoperative key shall be returned to the Town Clerk for an operative replacement key. However, a lost key shall first require a Ten Dollar (\$10.00) payment to the Town Clerk for its replacement.

ON SITE:

- A. Be ready to launch your boat before backing into the launch area. (i.e. Uncover boat, make sure all equipment is in proper place, etc.)
- B. Park vehicle and trailer, using a minimal amount of parking space, so as not to obstruct the flow of other traffic.
- C. Boat trailers without tow vehicles attached or tow vehicles without boat trailers attached **SHALL NOT** be parked in the boat launch area.
- D. No swimming, sunbathing, water skiing or loitering shall be allowed in the launch area.
- E. **No overnight parking** of boat trailer with its tow vehicle shall be permitted. Any

violation of this prohibition shall be subject to the provisions of the **FIFTH** paragraph of this Boat Launch Agreement.

F. The Town of Urbana reserves the right to close the Boat Launch Site whenever deemed necessary. Additionally, this area shall be closed for the following events on the specified dates thereof:

a. Wine Country Antique Boat Show July 20th - July 21st

b. Glen H. Curtiss Museum "Fly IN" Sept. 13th 12pm – Sept. 15th 12pm

With respect to any additional closures, the Town of Urbana shall timely post, and whenever possible or practicable to do so, advertise.

Any use or attempted use of the Boat Launch Site during the above mentioned time periods shall be subject to the provisions of paragraph "FIFTH" of the Agreement.

G. Unnecessary, loud, obnoxious, annoying and/or excessive noise shall be prohibited, especially during the normal hours of repose. Offenders shall be subject to termination of all launch privileges including loss of the gate key.

H. **Other than Seeing Eye Dogs, only animals which will be or are occupants of the boat being launched or retrieved shall be allowed in the Boat Launch Site. All other animals are prohibited.**

PENALTIES FOR OFFENSES:

- A. Immediate suspension of launch privileges.
- B. Pecuniary penalties as set forth in paragraphs **"FOURTH"** and **"FIFTH"** of the attached Boat Launch Agreement signed by me as the Applicant.

Applicant's Signature _____

Approved by: _____

Town Clerk/Deputy Clerk