

Town of Urbana Non-Resident Boat Launch Agreement

I _____ am not a resident of the Town of Urbana and I wish to use the Town Boat Launch Site and I do agree as follows:

FIRST: I shall pay to the Town Clerk upon submission of this Agreement the sum of \$200.00, said sum being the fee for permission to use the Boat Launch Site until **April 1, 2023**. The key can only be used by me and my immediate family members. The number of non-resident keys is limited to 130.

SECOND: The key for the 2022/2023 boating season will be available on a first come first serve basis on a date TBD. You will need to fill out a new form and pay the Town Clerk the fee for the year. In-person visits will be prioritized over calls/emails due to expected high-volume of people interested in the Boat Launch.

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: 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 "THIRD" above. I hereby agree to pay the sum of **TWO**

HUNDRED DOLLARS (\$200.00) to the Town Clerk within TEN (10) days of said violation. I understand and agree that my privileges will not be reinstated or renewed until said sum is paid in full.

Applicant's Signature:

IN WITNESS WHEREOF, I have hereunto signed this Agreement

this day of

_____ (Month) _____ (Day), 2022

Applicant's Resident Address: (P.O. Box Not Acceptable)

Applicant's Phone Numbers: Home:

Cell:

Applicant's Mailing Address: (if different from above address):

E-mail Address:

Did you have a Boat Launch Key last year? Please Circle: Yes No

Appendix A
Rules for Use of Facilities

Use:

- A. The person to whom Town permission is granted shall be responsible for proper use of the Town facilities.
- B. For non- resident users there shall be but one key issued.
- C. 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 you 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 7/16 – 7/17/2022
- b. Glenn H. Curtiss Museum “Fly In” 9/16– 9/18/2022

Check www.townofurbana.com for updates.

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 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 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 OFFENSE:

- 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: _____

Clerk/Deputy Clerk