



# SEASONAL SLIP APPLICATION

## Newport Parks & Recreation

222 Main Street, Newport VT 05855

Dock Office: (802)334-5726 ● Parks & Rec Office: (802)334-6345  
CityDock@NewportRecreation.org ● www.NewportRecreation.org



PLEASE PRINT CLEARLY ● PLEASE PRINT CLEARLY ● PLEASE PRINT CLEARLY ● PLEASE PRINT CLEARLY ● PLEASE PRINT CLEARLY ● PLEASE PRINT CLEARLY

### SLIP HOLDER INFORMATION

Full Name:		Birthdate:	
Mailing Address:			
Phone:	<input type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Work	Phone:	<input type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Work
If you wish to receive text messages regarding dock notifications and updates, please list your carrier:			
Email ( <i>required</i> ): *EMAIL IS OUR PRIMARY MODE OF CONTACT - PLEASE PRINT CLEARLY TO RECEIVE IMPORTANT DOCK UPDATES*			

### EMERGENCY CONTACT

Emergency Contact (if slip holder is unreachable):			
Phone:	<input type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Work	Phone:	<input type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Work
Email:			

### VESSEL INFORMATION

Name of Boat:	Slip Type: <input type="checkbox"/> Utilities Included (power/water) <input type="checkbox"/> No Utilities		
Make:	Model:		
Color:	Length:		
Beam:	Keel/Depth:		

### ALL APPLICATIONS MUST INCLUDE:

- Proof of valid boat registration.
- Proof of insurance showing liability coverage.
- Deposit. (Cash, check or card accepted. Cards subject to 3% fee. Checks payable to City of Newport.)

**FORMS THAT ARE ILLEGIBLE, INCOMPLETE OR DO NOT INCLUDE DEPOSIT WILL BE RETURNED.**

*In consideration of submitting this entry, I hereby release the City of Newport, its employees and agents from all liability of personal injury, loss, or damage to personal property which I may experience in connection with this lease. I have read and understand the terms of the Boat Slip Lease Agreement, City Ordinance #116 and I understand my responsibilities as outlined. I understand that this application is not approved until I have received confirmation from the Newport City Harbormaster.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### OFFICE USE ONLY

RECV'D:	AMT:	<input type="checkbox"/> CASH <input type="checkbox"/> CK#	<input type="checkbox"/> CC:	<input type="checkbox"/> ENT'D
<input type="checkbox"/> Valid Boat Registration #	HIN:		EXP:	
<input type="checkbox"/> Valid Insurance Policy #	Company:	Coverage:	EXP:	
HM APPROVAL DATE:	2019 ASSIGNMENT:	<input type="checkbox"/> CERTIFICATE ISSUE DATE:		





# 2019 SEASONAL SLIP LEASE AGREEMENT

## Newport Parks & Recreation

222 Main Street, Newport VT 05855

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This agreement allows dockage for registered boaters at the Newport City Dock on Lake Memphremagog in Newport, Vermont. Boat owners that register vessels with the City of Newport agree to the terms of this lease in its entirety, are bound by the conditions of the contract, and understand the rules and regulations found in Newport City Ordinance #116 pertaining to rules and regulations for the Newport City Dock Area.

### **FEES & PERMITTING**

No person shall tie up to any slip, bulkhead or floating dock at the Newport City Dock without registering with the Newport City Harbormaster or City Dock staff. Permitted docking must be in compliance with the terms of this lease agreement at all times. Transient visitors are expected to check in and register upon arrival, or at first opportunity for guests who arrive outside office hours.

**Payment:** Cash, check, cashiers checks or card payments are accepted at the City Dock office (May-October) and at the Parks & Recreation main office (November-April). We do not accept foreign currency. All credit card transactions are subject to a 3% fee from the processor. Off-season payments can be delivered in person or by mail to: Newport Parks & Recreation, ATTN: Harbormaster, 222 Main Street, Newport VT 05855.

<b>2019 RATES</b>	<b>RESIDENT*</b>	<b>NON-RESIDENT</b>
<b>Seasonal Slip</b>	\$43/foot**	\$51/foot**
<b>Seasonal Slip With Power &amp; Water</b>	\$45/foot**	\$54/foot**
<b>Transient Docking</b>	\$35/day \$196/week \$686/month	\$38/day \$214/week \$749/month
<b>Transient Docking With Power &amp; Water</b>	\$40/day \$226/week \$790/month	\$43/day \$244/week \$853/month
<b>B.I.G. Dock Day Use</b> (First 3 Hours Free)	First 3hrs FREE \$10/hour \$20/4 hours \$40 day	First 3hrs FREE \$10/hour \$20/4 hours \$43 day
<b>Mooring Stations</b>	\$180/season	\$180/season
<b>Dinghy Dock</b>	\$75/season	\$75/season
<b>Canoe/Kayak Storage</b>	\$75/season \$10/week	\$75/season \$10/week
<b>Pump-Outs</b> (No charge for seasonal slip & mooring holders)	FREE	\$5/each
<b>Gas, Ice, Maps, Souvenirs</b>	Market Value	Market Value

\*Residency status is determined by the address listed on the applicant's boat registration.

\*\*Boats <24' in length will be charged the 24' rate.

## **SERVICES & AMENITIES**

The Newport City Dock is an important hub connecting visitors to our City's Main Street and downtown area with several shopping, entertainment and dining options available within walking distance. Our harbor is home to a U.S. Customs & Border Patrol checkpoint, Newport Natural Chowder Shack Snackbar, and the nearly 100 year old Memphremagog Yacht Club. Visitors will find a number of public amenities surrounding the dock area including benches, picnic tables, pavilion shelter, and access to the Newport-Beebe bike path.

Seasonal accommodations at the Newport City Dock include access to free wifi, private restrooms and showers. Staff are ready to provide docking assistance and service boaters with complimentary black and grey water pump-outs, retail gasoline, ice, lake maps, and other conveniences during open hours. Public launch, courtesy dock, Vermont Access Greeter and Boat Wash Station, invasive species inspections and Zebra Mussel registrations are also available.

**Safety & Courtesy:** All boaters are responsible for the condition and action of their vessel. Boaters are expected to proceed with great caution in the harbor and take care while navigating, adhering to all Vermont boat safety laws. Vessels shall not exceed 5 MPH or leave damaging wake while operating within the harbor. The following rules are to be observed on the Newport City Dock at all times:

- The dock is closed to the public from 10PM-5AM.
- Children under 12 must be supervised.
- Foot traffic only on the dock (no bikes, skateboards, rollerblades etc.)
- Swimming or diving is not permitted anywhere in the harbor, dock or mooring areas.
- Fishing is prohibited from all floating docks and near boats.
- Floating boat docks are private, for tenant use only.

**Parking & Storage:** Vehicle parking space for seasonal and transient boaters is not reserved. Parking is on a first-come, first-serve basis and is not guaranteed. Vehicles with boat trailers must park in designated parking areas only, no automobiles or trailers may park along the railroad or in non-parking areas at any time.

With exception of canoe and kayak racks, dry storage is not available at the Newport City Dock. Storage of boats, equipment, trailers or other vehicles on City property is prohibited. Violations not addressed within ten days of notification from the Harbormaster will be considered abandoned, removed at the expense of the owner and will become property of the City of Newport.

**Waste:** Discharging waste material, refuse or rubbish of any kind into the water is prohibited. Garbage and recycling can be placed in containers provided by the City. Vessels equipped with holding tanks may access pump-out facilities provided at the service dock, with assistance from staff. No boaters may dispose of motor oil or other lubricants in the water, in dumpsters or anywhere on the grounds. Boaters found in violation of these terms will be held fully liable for dock damage, environmental fines and any other resulting liabilities.

**Service Docks:** Boaters are responsible for ensuring that fuel systems aboard their vessel are in clean, working condition before accepting service from City Dock staff at the fuel dock. Boaters must ensure the following rules are observed while the vessel is being fueled:

**Please allow us to fuel your boat for you!**

- All vessels must be secured to the dock with a serviceable bow and stern line.
- Engines and electronics must be turned off.
- All passengers must disembark and move away from the fuel area.
- Smoking and cell phone use is prohibited.
- Use drip containment around fuel tank vents when practical.
- Vessel will be fueled with automatic back pressure shut off nozzle, ATTENDANT WILL NOT TOP OFF.
- Inspect vessel fuel system for leaks, activate blower and board passengers when safe.
- Leave fuel dock promptly.
- **Report all spills of oil or gasoline to the Harbormaster.**

**Environmental Practices:** The City of Newport strives to utilize sound environmental practices to prevent pollution and the spread of aquatic nuisance species. The City is not responsible for underwater vegetation growth and its effects on boater navigability, but we do utilize prevention practices to help minimize their impact.

As a courtesy to our users, the City of Newport staffs and operates a seasonal Vermont Access Greeter Program and a boat decontamination/wash unit at the boat launch. Staffed Greeters offer watercraft inspections and decontamination services in accordance with VSA Act 67 during open hours. With the presence of Eurasian Millfoil and Starry Stonewort in our local waters, and the threat of Zebra Mussels to our north, boaters are reminded that Vermont Act 67 *requires* mandatory inspection and decontamination of all watercraft entering or leaving Lake Memphremagog when the Access Greeter identifies a vessel at risk.

**Surveillance & Foul Weather:** The City of Newport provides reasonable surveillance during regular hours when the dock is open but is not responsible for the security or safekeeping of vessels at any time. Boat owners must not rely on the skill or intervention of the Harbormaster or dock staff to protect boats when foul or dangerous weather threatens. Any person mooring or anchoring a vessel within public waters assumes all risk of damage or loss of property due to fire, theft, act of God, or by any other means during day or night time hours. Boaters are responsible for maintaining valid insurance on their vessel for the entire duration of this lease.

The Newport City Harbormaster's office and dock staff monitor VHF station 16 during business hours.

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## **FACILITY RULES & REGULATIONS**

Newport Parks & Recreation is responsible for the scheduling, reservation, use and management of the City's athletic and recreational facilities. In the interest of safety, accessibility and navigability, the following rules must be adhered to at all times by transient and seasonal boaters seeking dockage at the Newport City Dock.

**Vessel Size:** To maintain necessary navigation space around the floating docks and to provide secure docking arrangements for slip holders, the registered length of a vessel should not exceed the length of the assigned dock by more than 10%.

No boats shall be docked in such a manner as to have the bow pulpit extend over a walkway. Boat owners must provide adequate line and fenders and maintain them in proper condition and arrangement. In the interest of safety, the Harbormaster may require that dock lines and fenders be changed or altered if found insufficient. All sailboat halyards must be properly secured to mast to eliminate clanging.

**Fire Safety:** In no case may hibachis, charcoal, wood or gas-type portable cooking equipment be used on the docks or on the weather deck of boats in the berthing area. Cooking appliances used within the cabin while tied up at the dock must be UL approved, secured and installed by the manufacturer as part of the vessel. Portable UL listed electrical (non-flame) cooking appliances are permissible.

All registered vessels must be in compliance with Vermont boater safety laws including requirements for fire extinguishers.

No person shall discharge or cause to be discharged any firearm within Newport City. USCG approved flare guns are permissible. Possession or detonation or fireworks or other explosives is prohibited.

For slips with water and power, all marine electrical shore connections must meet NFPA 70 & 303, as applicable.

Boaters found in violation of fire safety rules will be issued one written warning. On the second offense, this lease agreement will be terminated without refund.

**Courtesy:** Boat owners shall not leave belongings, supplies, rubbish or debris on dock walkway or in dock water hose lockers. For loading and unloading purposes, boaters may use carts available in the dock office.

Dogs are restricted to the confines of the permitted vessel, or must be leashed and under the control of the owner at all times when traversing the main pier, ramps or floating docks from boat to land.

Smoking is not permitted in any public building or common area.

**Maintenance:** On rare occasion, the Harbormaster may ask seasonal and transient slip holders to temporarily move vessels for maintenance purposes. Boaters who are able to vacate their slip during the annual 3-day hydro rake project at the end of July, will benefit from a slip cleaned of weeds.

**Commercial Operations:** All commercial operations at the Newport City Dock must meet Newport City zoning regulations and be approved in advance by the Newport City Council.

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## **SEASONAL SLIPS**

Seasonal slips are available with or without marine electrical power and water connections. The Newport City Dock can comfortably accommodate vessels up to 36' in length. Special arrangements for larger vessels may be addressed by the Harbor Master or the Newport City Council.

Seasonal slip certificates are issued on a first-come, first-serve basis, with preference given to returning boaters until February 28. Seasonal certificates will not be issued by the Harbormaster until payment is received in full. Fees for renewing seasonal slips will not be prorated for boat arrivals after the first day of the season or early departures prior to the close of the season.

**Annual Renewals:** Seasonal slip certificates are not *automatically* renewed for returning boaters. A Boat Slip Lease Agreement must be submitted with non-refundable deposit annually by closing day at the Newport City Dock to be considered for the upcoming season. Remaining balances for seasonal slip renewals are due no later than February 28. Failure to settle balances by the payment deadline will result in the reallocation of the slip beginning March 1. Returning boaters who forfeit their seniority by default or otherwise will be considered in the same fashion as new slip applicants.

**Waitlist:** A waitlist is maintained for boaters who wish to acquire a seasonal slip at the Newport City Dock. To secure a spot on the waitlist, boaters must submit a \$25 non-refundable deposit, accurate contact information and vessel information (if applicable) to the Harbormaster. The waitlist is updated annually in October and deposits rolled into the following year if interest is confirmed by closing day at the Dock. If a boater is non-responsive during the annual update, they will be removed from the list. If they wish to re-apply, they will be added to the bottom of the list after submitting a new deposit and updated information. Newport residents will be given priority on the waitlist.

**Slip Assignments:** Vessel size may be a factor in configuring slip assignments annually due to size restrictions on the dock. To maintain necessary navigation space and provide secure docking arrangements, the registered length of a vessel should not exceed the length of the assigned dock by more than 10%, with a maximum vessel size of 36 feet. The Harbormaster may grant a waiver to the 10% rule if docking arrangements allow for safe navigation in the basin and do not adversely affect other slip holders.

Payment of slip fees gives certificate holders access to a location on the Newport City Dock suitable for their vessel, not a specific slip location. The City reserves the right to adjust slip assignments when necessary to ensure safety and optimal navigability for boaters.

**Transfer of Vessels:** Due to length restrictions, Certificate Holders acquiring a larger boat during the lease period must notify the Harbormaster prior to changing boats. The Harbormaster may refuse any new vessel request or reassign slips based on dock size limitations.

Slip certificates are non-transferable in any fashion by the leaseholder without express written permission from the Harbormaster. No private sub-leasing, renting or transfer of boats between slips is allowed. Leaseholders should be the primary users of the slip with the name on the slip certificate matching the name on the boat owner's registration. The City may rent vacant seasonal accommodations to transient boaters when express permission is given by the seasonal slip holder.

**Guests:** Seasonal slip holders may occasionally invite third party guests to use their slip at no cost during temporary vacancies provided the visitor registers as a transient boater in advance with the Harbormaster. Visits must not exceed five consecutive days and the vessel must be appropriately sized to fit the slip without presenting a hazard or inconvenience to other boaters. Guests must show proof of insurance, registration and must adhere to all rules covered in this lease agreement. There shall be no exchange of money between the certificate holder and guest, or the arrangement will be considered a sublease transaction which is expressly prohibited.

**Slip Alterations & Improvements:** Leaseholders may not make temporary or permanent alterations to slip spaces, docks or city property (including installation of ladders, cleats, hooks, or other fixtures) without express written permission from the Harbormaster. Improvements that alter the condition of the docks or other City property during installation will be considered permanent, and will become property of the City of Newport upon the closure of this lease period.

**Lease Terms:** This lease agreement commences on March 1, 2019 and terminates on February 28, 2020. Leaseholders can access dock space between Friday, May 10, 2019 and Tuesday, October 15, 2019, unless weather, water level or other environmental conditions as determined in sole discretion by the City, prohibit the Newport City Dock from opening. If a change to the facility opening date and/or closing date occurs, no fee adjustments will be made. Seasonal slip fees will not be prorated for boat arrivals after the first day of the season. All deposits are non-refundable.

Once the dock office has closed for the season, slips are no longer available for occupation. After October 15, 2019 restrooms and most dock office services will not be available.

City Dock Closes for 2018 Season.....	October 9, 2018
\$200 Deposit & Agreement Due.....	January 1, 2019
Remaining Balances Due.....	February 28, 2019
Seasonal Slip Certificates Issued .....	April 1, 2019
City Dock Opens.....	May 10, 2019

**Relinquishment:** The leaseholder may relinquish his slip certificate at any time without refund by giving written notification to the Harbormaster. Any vessel or equipment not removed within thirty days after receipt of notification shall be considered abandoned and will become property of the City of Newport and/or removed at the expense of the leaseholder.

**Termination:** The City of Newport may terminate this agreement without refund if the leaseholder violates any conditions of this agreement or fails to comply with any order issued by the Harbormaster in pursuit of Ordinance #116 or the rules and regulations thereunder.

After proper notice, if the leaseholder fails to remove the boat and equipment from the rented slip or mooring after termination or expiration of the Boat Slip Lease Agreement, the City is entitled to:

- Remove the boat from the slip and store it in any location, in a commercially reasonable manner at the expense of the leaseholder until the violation is addressed.
- Lock the boat in place until the violation is addressed.
- Charge the leaseholder the current transient rate per day for as long as the boat remains at the dock until the violation is addressed.
- Exercise any other right the City shall have at law, equity or admiralty.
- Any combination of, or all of the above remedies.