

VILLAGE OF LEWISTON BOAT SLIP RENTAL AGREEMENT

On this the ____ day of _____, 20____, this Boat Slip Rental Agreement is entered into between the Village of Lewiston, (Village), a municipal corporation having its principal office at 145 North 4th Street, Lewiston, New York and _____ residing at _____ (Renter).

1. The Village hereby rents one (1) boat docking space which will accommodate one (1) boat, Registration No. _____ with a maximum length of _____ feet, said docking space located at Lewiston Landing (marina) in the Village of Lewiston, Niagara County, New York being dock space number _____, at the rate of One thousand five hundred dollars (\$1,500.00) for the 2026 season (i.e. from the time the Village opens the marina in the spring until November 1, 2026).
2. This Rental Agreement cannot be assigned without written permission of the Village nor can the docking space be sublet or rented in any manner whatsoever. Assignment of Rental agreement, sub-rental or subletting of the docking space is strictly prohibited. If the renter is found to have sublet or attempted to sublet the docking space, this Agreement will be terminated immediately, and all fees paid will be forfeited with no refund issued.
3. The Renter agrees that he/she shall not use said docking space for the purpose of renting or making available said space to other boat owners or operators unless specific written approval is obtained from the Village. If the renter is found to have assigned, rented, sublet or made space available to other boat owners or operators, this Agreement will be terminated immediately, and all fees paid will be forfeited with no refund issued.
4. The Renter expressly agrees as a condition in inducing the said Village to enter this Rental Agreement that said docking space shall be used solely for the docking of pleasure boats consistent with the terms of this rental agreement.
5. The Renter agrees to abide by and comply with any and all applicable regulations, rules or laws of any governmental authority or unit, including, but not limited to, the following: the licensing of boats, cleaning and repair of boats, water and boat safety, disposal of waste and/or debris, safety of persons using docks, safety of other boats docked at said marina, safe navigation, fire prevention, use and/or storage of combustible materials.
6. The Renter agrees to obtain liability insurance that insures and protects the Renter against any and all claims of any nature arising out of the use and occupation of said docks in command, control, direction, custody or ownership of Renter in the amount of Five hundred thousand dollars (\$500,000.00) combined single limit and provide such proof of insurance satisfactory to the Village.
7. The Renter agrees to promptly pay or otherwise reimburse the Village for any and all damage to any of the docks of said marina caused by the operation of any boat under the command, control, direction, custody or ownership of Renter.
8. It is the Village's intent that, should the Village offer to rent the slip subsequent to the termination of this rental agreement, it will offer to rent the slip to the Renter, upon such terms and conditions, as in its sole discretion, the Village may impose.
9. If the Renter violates any term of this Agreement, the Village has the right to immediately terminate this lease and keep the entire rental amount as liquidated damages.

IN WITNESS WHEREOF, the Village and the Renter have executed this agreement on the date above written.

RENTER NAME: _____ SIGNATURE: _____

PHONE NUMBER: _____ EMAIL: _____