

REQUEST FOR PROPOSALS



**FOR THE OPERATION AND MAINTENANCE
OF
FIRST BUFFALO RIVER MARINA
32 Fuhrmann Boulevard
Buffalo, New York 14203**

RFP RELEASE DATE: January 16, 2019
RFP DEADLINE: February 7, 2019 at 2pm EDT

Addendum #5 – Contract Templates

Attached herein are template contracts for both slip-holder and seasonal park/launch agreements.

Slip-Holder

Agreement

Slip No. _____

MARINA LEASE AGREEMENT (ANNUAL)

(Operator) Marina LLC, (Lessor) hereby agrees to lease to _____, **(Lessee and boat owner)**, subject to all of the terms, and conditions of this agreement herein, one boat slip in the water at First Buffalo Marina (hereinafter, Marina), for the following described boat: **Length** _____ ft, **Beam** _____ ft.,

Type _____, **Make** _____, **Year** _____,

N. Y. Registration # _____, **Boat Name** _____,

Insurance Co./Agent/ _____, **Policy No.** _____

Term. The term shall commence upon April 15, 20XX and expire on October 15, 20XX At expiration of this term, lease shall automatically renew on a year to year basis upon same terms and conditions as herein, (excepting published rental rate changes), unless either party gives 30 days prior written notice of his or her intent to not renew this agreement. Removal of any boat from the premises shall not terminate this agreement or any other obligation hereunder. This lease agreement may not be sub-leased or assigned. Upon lease termination per terms herein, Lessee agrees to promptly remove boat from the premises. Any Holdover without written permission shall incur, and lessee agrees to pay, double the rental provided hereunder until removed.

Rent. Lessee agrees to a payment of \$ _____ for summer slip fee due no later than February 22nd 20XX. Any payment not received by the due date, will result in a late charge of \$25.00 and/or may subject the owners slip to being reassigned.

Insurance. Lessor requires, and lessee agrees to carry hull insurance coverage and general liability insurance with minimum coverage per incident of \$300,000 while boat is moored at the Marina or storage building (Within this document, "Marina" is defined as: all property leased, or controlled by lessor within the "harbor limits" as shown on Corp of Engineers maps and property per NYS Parks lease and or the storage buildings Known as terminal A and Terminal B. Lessee shall furnish certificate of insurance within 15 days of lease commencement; or at the sole option of Lessor, this lease shall become null and void. Lessee shall forever protect, hold harmless, and indemnify Lessor against all claims or liabilities of any kinds caused by, or to the owner, owner's boat or other property, including personal injuries, death, or the loss, damage, vandalism, or theft, that arises directly or indirectly from the use, care, protection, or storage of boat(s) or other property at the Marina, or other storage building, including those caused unintentionally by Lessor, unauthorized users; acts of God, wind, rain, ice, snow, freezing conditions, lake fluctuations, wake, fire, or resultant infrastructure failure; acts or omissions of lessor, his agents, employees, other lessees, or any other cause (excepting intentional misconduct), while being stored, moored or moved within the Marina. Lessee authorizes Lessor, its agents or employees to move Lessee's boat for safety reasons or for other necessary marina or storage operations. Lessor does not carry insurance covering the property of the lessee. Lessees moor at their own risk!

Terms, Rules and Conditions. Lessee(s) agree that they and their guest(s) shall at all times agree to adhere to the following articles (nos. 1-14 and attached additional rules, while within the harbor limit or premises of the Marina. Lessee agrees that violation of these articles listed below shall allow Lessor to terminate this lease with 30 days' notice; and where health, safety, or water quality, or regulatory issues are concerned, hereby grants Lessor permission to have the Lessee's boat immediately removed from the Marina at Lessees cost.

1. **Discharges into the Lake.** It is contrary to local, State, and Federal laws to discharge any chemicals, gray water, or sanitary waste water (treated or untreated) within the harbor limit. Lessee agrees to abide by, and have his boat adhere to, all Federal, State, local, and Corp of Engineers laws, regulations, rules, and statutes, including FWPCA (marine toilet) regulations and requirements. Lessee agrees to indemnify and hold harmless, the Lessor for any liability, fines, or cleanup costs incurred because of Lessee's violations of the above. Lessor shall have the right, but not the obligation, to inspect all boats in the marina to determine compliance with the above requirements and verify that vessel is safe, seaworthy and navigable. No operably "Y" valves allowed and all discharges are prohibited within harbor limit! .

2. **Waste.** Oil, spirits, flammables, chemicals, solvents, engine parts, and debris shall be removed from the premises by the owner or his contractor; not disposed of in the waste containers. Damages, fines, and cleanup expenses will be charged to the Lessee and will subject the owner or mechanic denial of access to the marina. Waste receptacles and dumpsters are for tenant's normal household type garbage only! There will be no leniency regarding this provision!

3. Boat Repair and Cleaning. Maintenance within the harbor limits shall be limited to “normal and routine housekeeping” of your boat. The discharge or dumping of any soap, detergent, or any other cleaning aid is “forbidden.” The water provided on the docks contains chlorine (public water supply) and excessive use/discharge within the Marina is prohibited. No boats shall be fueled, repaired, or cleaned with solvents while in the slip area. All mechanical work is done by the marina, no exceptions without consent of the Marina Manager. No gasoline or other flammable material is allowed upon the docks at any time.

4. Heaters. Bilge and boat heaters are prohibited except for UL approved devices specifically designed for marine use! We recommend winterization, but if you leave a heater on unattended, you hereby agree to tell us in advance. NO HOUSEHOLD HEATERS!

5. Pets must be attended. You must clean up after your pet anywhere on the premises. Pets may be prohibited as necessary.

6. One boat shall reside in designated slip unless otherwise approved by Lessor for an extra charge.

7. Dock Modifications Lessee shall not modify or affix any item to the docks without written consent from Lessor; or leave any articles, supplies or rubbish on the walkways.

8. Prohibited activities. Within the harbor limits or immediate areas of approach, boats shall be operated at idle speed; no swimming, skiing, or diving allowed. No fireworks or firearms to be displayed or discharged at the marina. Lessees and their guests shall not engage in any disorderly, unsafe, or indecorous behavior; and will not create annoying noise, or smells within the harbor area at any time. Lessor retains the right to regulate any activity at the marina which it deems undesirable or unsafe. No open fires in the marina at any time. Activities prohibited are at the sole discretion of Marina manager.

9. Parking-Boats and Autos. Slip assignment or parking arrangements remain the prerogative of the Lessor throughout term of this lease. Overnight parking of vehicle at Marina outside of slip-holder designated parking areas requires Marina notification to, and written permission of Lessor. Unidentified vehicles will be subject to surcharge or towing. No trailers may be left on the premises.

10. Permission to move boat. Lessee agrees to indemnify and pay lessor for any reasonable expenses which lessor incurs on behalf of lessee in protecting lessee’s property from imminent danger or from protecting others property from Lessees vessel.

11. Utility Charges. Lessee shall pay as additional rent, any separately metered electrical service or other special utility service.

12. Boats for Sale. No “For Sale” signs, or other advertising, will be allowed on boats or slips. For security reasons, registered Brokers or boat owners shall personally accompany any prospective purchase on dock to view boat. Do not send prospects or give code or key!

13. Owners of boats at ends of docks or outside covered slips shall be responsible for determining the need for providing additional anchoring sufficient to mitigate damage to other boats or dock cause by wind or current.

14. In the event of any breach of this agreement by lessee, lessee agrees to pay for any and all legal costs, including attorney fees, for lessor to collect money due from lessee. Also, the lessee agrees to pay any and all reasonable expenses itemized by the lessor, as a result of damage or injury to any property or personnel of the lessor, and other individuals on or about the lessor’s premises for which the lessor might be liable, including any and all reasonable investigation and legal expense incurred by the lessor as a result of lessee’s or it’s guests activities; and to pay attorney fees incurred by the lessee’s refusal to pay such itemized expenses after written demand by the lessor.

15. Amendments. These rules and conditions may be amended from time to time as deemed desirable by Lessor; or as necessary for compliance with pertinent laws, regulations, ordinances; or the safe and efficient operation of the Marina. It is our desire to allow you the most safe and pleasurable experience possible at Marina.

Please let us know if you find better ways for us to best serve you! All remittances and correspondence should be sent to the addresses below:

Lessor: (OPERATOR) MARINA LLC.

Lessee:

By _____ date _____

Signature _____ date _____

(OPERATOR),

President

First Buffalo Marina

32 Fuhrmann Blvd

Buffalo NY 14203

Fax Line (716) 849-0209

Marina Ph: (716) 849-0740

Address _____

City _____ State _____ Zip _____

Email _____

Cell phone: _____

2nd contact: _____

Park/Launch

Agreement

First Buffalo Marina
32 Fuhrman Blvd.
Buffalo, New York 14203
849-0740

WELCOME BACK!!!!

Please read this cover letter carefully to insure proper completion of your summer slip requirement for the 2019 season.

Any payment received without a **copy** of your current registration, **copy** of your insurance declaration page listing/showing “Marina Operator” as an additional insured, and payment in full, will be returned. The PAYMENT may be assessed a late fee and your spot will **not** be guaranteed. (Please note: each season, summer and winter will require a current **copy** of your registration.)

1. If you are a returning Park and Launch holder, your current code and fob will be activated upon receipt of your paperwork and payment.
2. All contracts with this marina are for a **single season**. Season runs from April 15th – October 15th for summer and from October 15th - April 15th for the winter season.
3. Please note the liability for insurance must be **\$300,000 or higher**.
4. Late fees for the 2019 season will start at \$25 and increase by \$25 every 10 days for any un-paid invoices/fees. (Service, contracts, etc.)
5. Please make checks payable to “**Marina Operator**”. If paying by credit card you will need to include the 3 digit security code on the back of your card.
6. We will install a cleanup fee of \$50 if you leave your trash, as we had so much garbage left around the area and under boats when the marina closed. We have to pay our staff to clean up the yard for people that cannot throw out or take with them, their own trash, paint cans, brushes, shrink wrap etc. Please be considerate and clean your area. We have a huge trash can right before you exit to make it easy for the drop off. This yard is always on everyone’s radar due to the proximity of canal side. We need to make sure this is here for many years to come.

****Park and launch customers, please remember to stay in the spot assigned to you, and be courteous when launching and exiting water to fellow boaters****

IF YOUR CONTRACT IS NOT RECEIVED ON TIME (Before 2/22/2019), with all the requested paperwork, you will forfeit your spot, NO EXCEPTIONS! There is also a credit of \$25.00 for returning customers prior to payment date. (Cost after 2/22 is \$450.00)

*Please contact your insurance agent to endorse “Marina Operator” as an additional insured on your policy. This is a requirement, with us listed, we will be notified if your policy lapses or is cancelled, to assure everyone has their own insurance in case of any loss. **NO INSURANCE – NO CONTRACT. (There will be no exception to this rule.)***

We have a new website for your convenience. It is “Marina Operator” assigned website. It is a very nice interactive site. Marina Operator and its staff prides itself on having and keeping a great marina and property for you to enjoy. After all, this is a place to come and relax and enjoy the summer!!

On behalf of the management team, welcome back, and here’s to a nice long, warm summer season!!