

**TOWN OF ST. ALBANS
LEASE AGREEMENT**

This Agreement made and entered into this ____ day of _____ 20____, by and between the Town of St. Albans, Vermont, a Vermont municipal corporation, hereinafter referred to as the” Town”, _____, hereinafter referred to as the

(PLEASE TYPE OR PRINT YOUR NAME)

the “Lessee”.

WITNESSETH:

WHEREAS, the Town of St. Albans owns the Town Dock located in the portion of the Town of St. Albans referred to as St. Albans Bay; and

WHEREAS, the Town wishes to lease out a portion of the Town Dock in accordance with the terms and conditions set forth herein; and

WHEREAS, the Lessee desires to lease space from the Town on said Dock, to tie up the boat described below, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the payment of the sums set forth herein, and the terms and conditions set forth in this Lease Agreement, the parties agree as follows:

1. The Town hereby leases to the Lessee the slip space identified below for tie-up on the Town Dock, for the period covered by this Lease, for the following described boat:

Type of Boat: _____

Model: _____

Length: _____

Name (if applicable): _____

Motor Boat Reg. No. _____

Slip # _____

2. Term. The Term of this Lease shall be from the effective date of this Lease Agreement until September 15, 20____. Lessee must remove the boat described herein from the Dock on or before September 15, 20____. Lessee shall not be entitled to the use of the designated slip until the Town has opened the Dock for the season. The parties understand and agree that the date that the Dock opens depends upon conditions beyond the control of the Town. The Town does not warrant that the Dock will in open by any specific date in a particular year or remain open for any specific period.

3. Rental Charge. Lessee shall pay the Town of St. Albans as rental for the use of said dockage the sum of \$_____. The rental charge shall be calculated as follows: for Town Residents \$400 plus \$25/ft. for every foot a boat exceeds 16 feet; for Non-Town Residents \$640 plus \$40/ft. for every foot a boat exceeds 16 feet. Said sum shall be paid in full at the time of the execution of this Lease Agreement.

4. Parking for Motor Vehicles. The fee paid by the Lessee to the Town hereunder shall include the right of the Lessee to park motor vehicle(s) in the area designated for such parking in the east end of the Bay Park, when utilizing Lessee's boat. No motor vehicles will be parked on the road or in the vicinity of the entrance of the Dock.

5. Indemnification. The Lessee enters into this Lease Agreement with the Town with the understanding and agreement that the Town shall have no responsibility for any claim by any person, of any nature arising out of, or connected with, the Lessee's use of the Dock. Further, the Lessee agrees to hold the Town harmless and indemnify the Town in full, for any claim arising out of or connected in any way with the Lessee's host or Lessee's use of the Dock.

6. Insurance. Prior to mooring Lessee's boat at the Dock, Lessee shall be required to have insurance for property damage and personal liability on the boat in the amount of \$300,000.00. The Lessee shall furnish the Town a certificate of said insurance, naming the Town as an additional insured, including an endorsement that said insurance should not be canceled without prior notice to the Town of St. Albans. Cancellation of said insurance shall terminate this Lease.

7. Additional Conditions. In utilizing the space leased pursuant to this Lease Agreement, the Lessee agrees to the following additional terms and conditions:

- a. The Lessee with tie up his/her/their boat in the space designated on the Dock.
- b. The Lessee shall be responsible for all fastenings for the boat on said Dock.

- c. The Lessee shall only keep at the Dock the boat specifically described in Paragraph #1.
 - d. The Lessee will provide all necessary lines and fenders for tying up the boat to the dock.
 - e. The Lessee shall not obstruct, in any way, the surface area of the Dock.
 - f. The Lessee shall not obstruct, use or interfere with others using, any other tie-up area of the Dock except that designated for the Lessee's use.
 - g. The Lessee agrees that the boat shall be removed from the slip no later than 7:00 p.m. on the day of fireworks and will not be returned to that slip until after the completion of the fireworks display. If the Lessee fails to remove the boat, the Town shall remove it and any expense incurred by the Town in so moving the boat shall be paid by the Lessee to the Town. Failure to pay shall result in termination of this Lease, and Town will be entitled to keep the rental payment in full.
 - h. The Lessee shall be responsible for the security and safekeeping of the boat while docked on the dock. Gate locks must secure when leaving the docking area. Failure to do so could be subject for cancellation of this lease.
 - i. In no case may flame, heating elements, flammable liquids, explosive gases, or other hazardous materials or equipment be used on the boat while it remains at the Dock, but this is not to be construed so as to prohibit the use of approved galley stoves, lamps, motors, and other equipment normally considered part of the boat.
 - j. The Lessee understands and agrees to indemnify and hold harmless the Town for any Injury or damage by any person arising out of or connected with the Lessee's use of said dock.
 - k. The lessee is subject to all park rules.
8. Assignment: This Lease Agreement may not be assigned or transferred by the Lessee herein.

Dated at St. Albans, Vermont, this _____ day of _____ 20__

TOWN OF ST. ALBANS

By: _____

Print Name: _____

Steve Beauregard, Public Works Director
Town of St. Albans
P.O. Box 37
579 Lake Road
St. Albans Bay, Vermont
05481

LESSEE

Name: _____

Address: _____

Home Phone: _____

Work Phone: _____

Emergency Contact: _____

Phone No. _____