



P.O. Box 5, Freeport NY 11520

December 29, 2019

Dear Club Member:

The Freeport Tuna Club is looking forward to the 2020 fishing season and the property committee is committed to providing you with a great marina experience at the club facility. FTC only leases slips to members that are current with their 2020 dues.

Attached is your summer slip lease for your vessel at the Freeport Tuna Club property for the 2020 Season. The rate for 2020 is \$79 a foot with no minimum. All owners leasing a slip will be charged an additional \$175 if storing a trailer on the property. Freezers are \$200. In order to secure your slip for the 2020 season a **signed lease must be received by the club by February 15, 2020 along with a 1/2 of slip rental Fee.** You will receive one invoice for the balance owed on **April 1st.** **If you choose to pay you bill in full on February 15 you will receive 5% discount. Additional there will be a 5% late for payments received later than 30 days. Before your Vessel can be in the Marina you will need to supply an updated & signed lease to the Property Business Manager. Payment owed pass grace period places member “not in good standing”**

Please complete all requested information, sign the lease, and return it to:

Freeport Tuna Club
PO Box 5
Freeport, NY 11520

If you have any questions, please contact me or our Property Committee Chairman, Bob Sabella. On behalf of the Property Committee let me express the honor to serve the membership at our clubs' state of the art marina.

Regards,

Donald Granger

Donald Granger
Property Business Manager
Cell: 516-749-4712
Email: DEG2547@gmail.com

Freeport Tuna Club Property Rules

1. **Boat Owner's duties:**

a. **All boats will be docked stern Aft to bulk head**

- b. to abide by the law and the written rules of the Club and to be responsible for the conduct of their guests,
- c. to keep the gate closed at all times, to keep the yard space clean and free of coolers, equipment, tools and materials of any nature,
- d. not to alter the premises in any manner,
- e. not to permit swimming from any part of the yard including boats that are moored at the dock
- f. to park guest's motor vehicles along the fence
- g. not to use or borrow any ladders, tools or equipment whether owned by tenants or the club, without permission.

2. **Waste Oil, batteries and hazardous materials** – Waste oils, batteries, paint, paint cans and hazardous materials must be removed from the property by the owner; they **may not** be deposited in the dumpster on the property. Owners are solely responsible for fines and remedial costs resulting from their failure to conform to environmental laws.

3. **Shore Power, Electric Heaters, Battery Chargers and other devices**– All shore power cables must be 30 amp marine UL approved cables. Household three prong extension cords are not permitted.

4. **Heaters**- Electric heaters must be marine UL approved. No unattended gas, oil and kerosene heaters are permitted to be used on the premises at any time.

5. **Battery chargers**- Battery chargers must be marine UL approved. Under no circumstances are portable battery chargers to be left unattended.

6. **Liability Insurance** – At all times, the owner agrees to maintain liability insurance coverage providing \$100,000 or greater personal injury and property damage coverage. The club retains the right to demand proof of said insurance coverage.

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7. **Commercial Activities** – Commercial activities of any type are forbidden; this includes but is not limited to chartering. All charters must be picked up and dropped off at a location other than the clubs' property.

8. **Dock Boxes** – All dock boxes must be approved by the property chairman **in writing**, before they will be allowed on the property. The Property Chairman may request the removal of a dock box at any time. Each boat owner is permitted a maximum of two dock boxes. All dock boxes must comply with club standards and must be positioned in a place that does not obstruct parking, movement past them or an adjacent boat owners assigned space. Dock boxes meeting club standards include: white fiberglass boxes with maximum dimensions of 72" long, 30" high and 30" wide. Non- conforming dock boxes that were approved prior to January 1, 2005 may not be replaced and are grandfathered for a period of five years ending December 31, 2013.

9. **Freezers**- Freezers may only be placed on the property with the **written permission** of the property chairman in the area designated. The Property Chairman may request removal of any freezer at any time. Owners are responsible for the safety of any freezers they place on the property. This includes removal when the freezer is no longer in use or when requested to do so by the Property Chairman. Only white chest freezers with a maximum dimension of 75" long, 36" high and 30" wide are approved. Non conforming freezers on the property as of January 1, 2005 are grandfathered for a period of 3 years, may not be replaced and must be removed by the owner by December 31, 2008.

10. **Fish cleaning**- It is against the law of the Town of Hempstead to discard any dead fish or parts of fish in the water. Dead fish and parts of fish should be placed in poly bags that are tied closed and then placed in the dumpster.

11. **Alterations**- No member is authorized to alter any part of the property, including its docks, bulkheads, poles, pilings, buildings, etc. without the express written authorization of the property chairman. Members must present their request for alterations in writing to the property chairman. All authorizations must be presented to the Board of Directors as a record of the decision. Members violating this rule may be required to reimburse the club for all expenses incurred to restore the property to its prior condition.

12. **Floating Docks Clear**- Dock boxes and all other items other than hoses, and shore power cables may not be stored on any floating docks.

13. **Fuel Deliveries** – Diesel fuel and gasoline deliveries are allowed at the property only from Rising Tide Fuel (631-374-7361).

14. **Boat owner's duties:**

a. to clean up after themselves at all times. This includes the storage of blocks in the designated storage spaces within seven days of your boat's removal from the property.

b. use precautions to comply with environmental laws and to protect other boats stored on the property. A tarp, and if necessary a skirt, must be used when sanding, scraping and painting the bottom of the boat. A skirt is required for extensive sanding.

c. The Property Chairman must pre-approve any extensive projects, major renovations, painting or spraying done at the property, in advance prior to storage. This will permit storage in a spot that will not interfere with other boats and Club activities.

d. Boat trailers used to store boats should be clearly marked with the owner's name. They must be removed from the property by May 1.

e- The lessee may, with advance approval, retain outside contractors to work on their boat while it is stored on the property. Outside contractors are subject to approval by the Property Chairman

These rules were approved by the Board on 6-15-05; Amended through 4-18-08; Amended by Board on 4-17-13. Amended on 10-21-15

2020 SUMMER SLIP LEASE

It is hereby agreed between Freeport Tuna Club, Inc., hereinafter termed the Club and

_____ hereinafter termed the Owner as follows: The Club will lease a slip at the Club’s property located at 275 Hudson Avenue, Freeport NY 11520 for owner to dock their boat, a description of which follows:

Boat Name: _____ MFG.: _____

Length (ft.) _____ Emergency Contact # (cell preferred) _____

Email address: _____

Owner will store a trailer on the property (\$175): YES NO

Owner will place a freezer on the property (\$200): YES NO

The owner agrees to pay the lease amount of \$79 per foot. An owner storing a trailer on the property will be charged an additional \$200. Owners placing a freezer on the property will be charges an additional \$200. The balance owed for the slip and any trailer and/or freezer will be billed in two installments ½ due on **February 15 and the second ½ due on April 1, 2020**. There will be 5% late fee for payments 30 days late. Payments should be made to the address on the invoice. If the deposit is not paid by February 28 th, the Club may at its sole discretion and without further notice to the Owner offer the dock space which is the subject of this lease to another party, and the offer made as part of this lease agreement is withdrawn. Following are the terms of the lease:

1. **Lease term & rates**- Lease period begins on April 1 and ends on November 1. Rates are \$79 per running foot and shall be computed on the length of the boat as stated on the boats registration. There is no minimum amount.

2. **Slip space**: The Club reserves the right to move the Owner’s boat at any time to a different slip at its sole discretion. **All boats will dock stern aft to the bulk head**

3. **Forfeiture of Fees** – If owner vacates dockage space or this contract is terminated for any reason, there will be no rebate of any sums paid and the club is authorized to re-enter and re-lease space for its own benefit.

4. **Not Assignable** – This agreement cannot be assigned by the owner. If the owner’s boat is sold the new owner has no claim to dockage. The owner does not have the right to dock any boat in the space rented other than the boat described herein, without the express written permission of the Club.

5. **Liability of the Club** – The owner agrees that the club does not accept any boat for storage but acknowledges that the relationship between the parties is that of Landlord and

Tenant for the space occupied by the boat. There is no liability as a warehouseman; the club is not responsible for any damage or liability including acts of God or inclement weather, or injury to the owner or their guests either upon the boat or on the premises. Motor vehicles that are stored, left or parked on the premises are at the sole risk and liability of the owner whether from theft, vandalism, damage by the elements.

6. **Property Rules** -Owner agrees to follow the Freeport Tuna Club Property Rules as amended at all times

7. **New York law** – The owner agrees to submit to the jurisdiction of the State of New York any legal action or proceeding arising out of or in connection with this agreement.

8. **Default, Summary Proceedings** – Should the owner default on any payment hereunder or on any terms and conditions of this agreement the club shall have the right to reenter the space and remove the boat and re-lease the same space. Any balance must be paid by the owner and any deposit shall be retained as liquidated damages.

9. **Owner to Pay Legal Fees** – The owner shall be responsible for any legal fees or disbursements incurred by the club in any summary dispossess or collection instituted against the owner under this agreement.

10. **Termination** – Upon violation of any of the terms of this contract and the rules and regulations or upon a justifiable complaint of conduct annoying to other tenants, the club may terminate this lease and it shall cease as if it were the termination of the end of the period paid for; the club may reenter the said premises by force, summary proceedings or otherwise, and remove all persons there from, and the club may re-lease the premises. The club will judge as to justifiable complaints. The owner may terminate this agreement at any time within seven days' notice in writing. The owner will still be liable for any unpaid amounts he/she has been invoiced for.

11. **Waiver of Rights** – Should the club fail or decline to enforce any of the terms or conditions contained in this agreement, such act shall not be deemed a complete waiver of the terms and conditions and the club retains the right to re-institute at any time.

12. **Club Agent** – The owner agrees to obey any directive from the club itself, or its designees thereof and shall not rely upon the representation of any other individual or committee.

Owner Signature: _____ Date _____

Owner's Address: _____

Accepted by Club: _____ Date _____