



Clearwater Beach Property Owners Association, Inc.
P. O. Box 666, East Hampton NY 11937
631-907-9032 cbpoa.net@gmail.com
www.clearwaterbeachpoa.org

13 January 2023

DOCKMASTER

Ken Neary
(516) 318-3367

ASSISTANT DOCKMASTER

Kurt Miller
(516) 318-2370

Dear Member:

Enclosed please find the member application for a boat slip at the Clearwater Beach Marina this 2023 boating season. Once a slip is assigned, your assigned number will be mailed to you along with a memo "From The Dockmaster" and the "2023 Rules and Regulations" which specifies requirements for a boater while maintaining a slip at the bulkhead or floating dock. **The slip fee is \$50 per foot with a minimum boat fee for a 20 foot boat.** Your CBPOA maintenance fee must be paid with a separate check before you can receive a slip assignment shortly after February 15, 2023. Applications must also be submitted by the same date along with a copy of your boat registration and payment to insure retaining your 2022 slip assignment if desired. Please note the Marina opens 4/15/2023 and all boats must be removed by 11/15/2023.

This coming boating season, the CBPOA board is again emphasizing a boat owner's responsibility for caring for his/her boat to avoid mishaps while docked at our marina. Any boat in danger of sinking and requiring a pump out by a marina service, will be billed to the owner, As per NYSDEC, if a boat sinks in any marina, fines may exceed \$25,000.00. Also, any boat that is in danger of doing damage to itself, other boats or the marina ie: ladder, bulkhead, pilings, due to the improper securing of lines, will also be billed to the boat owner.

For the 2023 Boating Season, all boaters who wish to rent a slip at the CBPOA marina, in addition to the boat application information and a copy of your boat registration, will be required to submit a Certificate of Insurance (COI) indicating that you are covered for property & bodily liability as well as pollution liability. The COI is a one-page document indicating liability, pollution coverage (if required) and CBPOA, PO Box 666, East Hampton, NY 11937 as an **additional insured**. CBPOA requires the COI as proof of insurance coverage for your boat. Those boaters who are utilizing a Homeowner's policy will be required to have a rider added to their policy for pollution liability. This includes all boats regardless of size. Those boats with removable 12 gallon fuel tanks or less will **not** be required to provide proof of **pollution** liability coverage but still must have general liability coverage. No self-insured indications on the application will be accepted.

The boat application and emergency data form must be completely filled out. Please use numbers that we can reach you on in case of an emergency. Missing data will result in a returned form and a postponement or non-assignment of a slip. Thank you for your cooperation and have a safe boating season.

Sincerely,

Ken Neary

Ken Neary,
Dock Master



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Safety Alert:

BRIANNA'S LAW:

ALL OPERATORS OF MOTORIZED WATERCRAFT IN NEW YORK STATE, INCLUSIVE OF ALL TIDEWATERS BORDERING ON OR LYING WITHIN THE BOUNDARIES OF NASSAU AND SUFFOLK COUNTIES MUST COMPLETE A STATE APPROVED BOATING SAFTY COURSE.

PHASE-IN SCHEDULE

- IF YOU WERE BORN ON OR AFTER 01/01/1993 YOU MUST COMPLETE A COURSE BY 01/01/2020
- IF YOU WERE BORN ON OR AFTER 01/01/1988 YOU MUST COMPLETE A COURSE BY 01/01/2022
- IF YOU WERE BORN ON OR AFTER 01/01/1983 YOU MUST COMPLETE A COURSE BY 01/01/2023
- IF YOU WERE BORN ON OR AFTER 01/01/1978 YOU MUST COMPLETE A COURSE BY 01/01/2024
- ALL OPERATORS OF MOTORIZED WATERCRAFT MUST COMPLETE A COURSE BY 01/01/2025 REGARDLESS OF AGE.

New York law requires that all children under 12 years of age wear a USCG–approved Type I, II, or III PFD while on board any vessel less than 65 feet in length (including canoes, kayaks, and rowboats) unless they are in a fully enclosed cabin

FOR SUP'S WHICH ARE CONSIDERED VESSLES BY THE USCG

- 1. PFD (Personal Floatation Device)**
- 2. Sound Producing Device**
- 3. Navigation Light - if on the water after sunset**
- 4. Visual Distress Signal (VDS) - subject to SUP length and time of day***

Personal Water Craft (PWC'S) including Jet skis are NOT ALLOWED anywhere on in the Marina or Beach areas.

For Boaters on the Floating Dock – Please provide the Dock Master with an accurate measurement of your boat's beam (width at widest point). There is only 16' between the fingers on the floating dock and an accurate measurement of your boat's beam will help us in determining a slip location where two boats can fit comfortably between the fingers.

MAIL TO: CBPOA, Inc.
P.O. Box 666
East Hampton, New York 11937

**CLEARWATER BEACH PROPERTY OWNERS ASSOCIATION, INC.
MEMBER APPLICATION FOR BOAT SLIP – 2023 SEASON**

BOAT INFORMATION

SLIP ASSIGNED – 2022 _____ SLIP REQUESTED – 2023 _____

HULL LENGTH: _____ ft. BEAM: _____ ft. DRAFT: _____ ft. HEIGHT: _____ ft.

ADDITIONAL LENGTH DUE TO PULPIT, ANCHOR, OUTDRIVES AND/OR SWIM PLATFORM: _____ ft.

BOAT MODEL _____ BOAT MANUFACTURER _____ STATE REGISTRATION # _____

PROPULSION: SAIL ___ OUTBOARD MOTOR ___ INBOARD ___ INBOARD/OUTBOARD ___

FUEL: GASOLINE ___ DIESEL ___ FUEL CAPACITY: _____ gallons

HEAD FACILITIES: NO HEAD ___ PORT-O-POTTY ___ CHEMICAL ___ CHEMICAL/ ___
HOLDING ELECTRO

LIABILITY INSURANCE: _____ COMMERCIAL CARRIER: _____

APPLICANT INFORMATION

NAME: _____ EAST HAMPTON PHONE #: _____

EAST HAMPTON ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ CLEARWATER LOT: _____

**NO APPLICATION WILL BE ACCEPTED WITHOUT A COPY OF
BOAT REGISTRATION, CERTIFICATE OF INSURANCE AND PAID
MAINTENANCE FEE.**

PLEASE NOTE: MARINA OPENS 4/15/23 AND ALL BOATS MUST BE REMOVED FROM THE MARINA BY 11/15/2023.

FOR OFFICE USE ONLY	Priority Number:
Maintenance Fee Paid:	License Agreement Signed:
Slip Fee Paid:	Emergency Action Agreement Signed:
Insurance COI Provided:	



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MARINA SLIP LICENSE AGREEMENT

This Agreement (hereinafter, "Agreement") made as of _____, 2023 by and between Clearwater Beach Property Owners Association, Inc. ("CBPOA") having a physical address at 352 Kings Point Rd, East Hampton NY 11937 and mailing address at PO Box 666, East Hampton, NY 11937 (hereinafter, "Licensor") and the Boat Owner having an address at _____ (hereinafter, "Licensee").

1. Definitions:
 - a. The "Vessel" is the subject boat, trailer, dinghy, item or vehicle of the Licensee.
 - b. The "Marina" is the self-service boat dock facilities operated by Licensor at its premises.
 - c. The term "Licensee" is used to indicate the owner (or authorized representative) of the subject Vessel moored, stored, or parked at the Marina.
 - d. The "Marina Personnel" are the Dockmaster and Assistant Dockmaster and such employees, directors, agents or outside contractors of Licensor who are authorized by it to perform certain functions as concerns the Marina.
2. This Agreement is not transferable to any other person and pertains only to the subject Vessel. No subletting is allowed.
3. No Discharge Zone. No discharge or discarding of materials of any sort (other than clean, oil-free water) is permitted into the waters of the Marina, Hog Creek or Gardiner's Bay. Any Vessel with a toilet shall have a holding tank and shall have the valve in the locked position and direct all effluent toward the holding tank. Marina violators of the No discharge zone may be evicted or prosecuted. The Licensee shall be responsible for pumping out their holding tanks and shall maintain their bilges in clean condition. In the event of a discharge or spill caused by the Licensee, the Licensee shall be liable for and shall indemnify the Licensor for any cleanup costs, and for any fines or penalties, and the Licensor may assess an additional fine of up to two thousand dollars (\$2,000.00).
4. The Licensee shall have his or her Vessel insured for complete marine coverage, including property and liability, and shall have CBPOA as an additional named insured on the policy and provide Licensor with a certificate of insurance for said policy. In addition, Licensee's Vessel's insurance policy shall provide pollution liability coverage, unless Licensee's Vessel only has one removable 12 gallon or less fuel tank. The Licensee shall provide a copy of such policy and expiration date to the Licensor upon request. The Licensee shall be liable for damage caused to other Vessels in the Marina and for damage caused to the structures or facilities of the Marina, and the Licensee hereby indemnifies the Licensor against all such damage.
5. The Vessel will only be entered by the Licensor for inspection, safety or emergency.
6. The Licensee shall notify the Licensor of all work to be done on the Licensee's Vessel and shall provide the Licensor with their preferred contractor contact prior to commencing any work on the Vessel and such contractors proof of insurance coverage shall be provided to the Licensor prior to commencing the work.
7. All such Licensee-chosen contractors, service organizations, caterers, or individuals (hereinafter, "Licensee Contractors") are required to notify the Marina Dock Master. Licensee Contractors shall provide the Licensor with a Certificate of Worker's Compensation and Certificate of Liability Insurance coverage of no less than one million dollars (\$1,000,000). No Licensee Contractor shall be permitted to undertake any work at the Marina or on Vessels at the Marina without written approval.
8. For all slip rentals, the Licensee has unlimited access to the slip for the Vessel authorized by this agreement and will supply their own equipment and gear for dockage.
9. The Licensor reserves the right to move the subject Vessel to a location other than the Licensee's assigned slip. The Licensor further reserves the right to request the Licensee to move the subject Vessel from the assigned slip to a safer area during an emergency, as determined by the Licensor. If, at such time, the subject Vessel is unattended, or if the Licensee cannot be reached, the Licensee hereby authorizes the Licensor to take whatever steps it deems necessary to protect subject Vessel, the Marina, CBPOA property, and the Licensee hereby agrees to indemnify and hold the Licensor harmless from any liability, loss or damage caused by or to the subject Vessel which may arise out of or be occasioned by the failure of the Licensee to move the Vessel, the inability of the Licensor to reach the Licensee, the movement of the Vessel by the Licensee or the Licensor, or the Vessel remaining in the assigned slip during this period. Work done to safeguard the Licensee's Vessel during such emergencies may (but is not required to) be performed by Marina personnel or a third-party vendor, and Licensee agrees to pay any charges to Licensor or said vendor for such work.



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10. All Vessels must be secured by Licensee in their assigned slips in a manner acceptable to the Licensor. Licensee acknowledges the Marina is a self-service Marina with no paid staff and that it is solely Licensee's responsibility to properly secure their Vessel. Should the Marina personnel find the Vessel is improperly secured, after notifying the Licensee of the issue, the Marina personnel may (but is not required to) secure the boat or hire a third-party vendor to secure the Vessel or prevent damage to the Marina. Work done to safeguard the Licensee's Vessel may at Licensor's sole option be performed by Marina personnel or a third-party vendor, and Licensee agrees to pay any charges to Licensor or said vendor for such work. The Licensee hereby agrees to indemnify and hold the Licensor harmless from any liability, loss or damage caused by or to the subject Vessel which may arise out of Licensee's or Licensor's failure to properly secure the Vessel.
11. When entering or leaving the Marina, Vessels must be under engine power.
12. Marina services shall only include shared fresh water and occasional use of shared electricity for each assigned slip, unless otherwise noted. Licensee will utilize its own equipment to connect these services. Electricity is furnished for occasional use and not to exceed 24 hours of continual use at a time. The Licensor does not guarantee continuity of electricity, or fresh water.
13. Marina facilities include access to porta-potties, outdoor showers, recycling and garbage disposal.
14. The Licensee and their guests shall conduct themselves in an orderly manner and observe good housekeeping practices so as not to create a nuisance and/or hazard to the Marina and/or other Licensees. The use of torches or open flames is prohibited. Power tools, torches, inflammables, toxic removers, or heating equipment of any type and the use of electric outlets for power tools, air conditioners, freezers, refrigerators, heaters, stoves, etc. is prohibited without written consent from the Licensor.
15. Laundry shall not be hung on boats, docks, or piers. Swimming, diving, and fishing are not permitted in the Marina or from the floating docks.
16. Cleaning of fish should be done on the Vessel or at home and not on the docks. Disposal of fish waste in the marina garbage bins and in Hog Creek is prohibited.
17. Floating docks and walkways are to be kept clear. Dock boxes are not permitted in the Marina.
18. Personal watercraft such as jet-skis are not permitted at the Marina or on CBPOA property.
19. There will be no "live-aboards" allowed on any Vessel at the Marina. Sleeping overnight on any Vessel is prohibited.
20. Removal of Vessel: Licensee agrees that at the end of the term of this Agreement, or upon the earlier termination or cancellation of this Agreement as provided herein, Licensee will remove the Vessel from the licensed slip in a careful, seamanlike manner, leaving all facilities and utilities, including all shore connections and any devices supplied by Licensor, in good order and condition, reasonable wear and tear excepted.
21. Holdover: In the event Licensee remains in occupancy of a boat slip or storage area beyond the expiration or earlier termination or cancellation of this Agreement, then Licensee shall be liable to Licensor for damages, in addition to all other charges due under this Agreement at a daily fee equal to one hundred dollars (\$100) per day.
22. The Licensee agrees to pay the Licensor for any expenses, damages, or fees incurred under this agreement and any fines from government agencies. The Licensor may file a lien against the subject Vessel or the Licensee's residence, its appurtenances and contents for any unpaid expenses caused by the Licensee and guests, and for damages caused by the subject Vessel to any part of the Marina, including but limited to floating docks, piers, ladders, bulkhead, other boats, CBPOA property, or persons at the Marina or the Licensor.
23. A late charge of 1.33% per month will be applied to unpaid balances over 30 days. In the event of non-payment, lien filing fees, collection costs, including legal fees, will be applied and due.
24. Limitation of Licensor's Liability: The boat slip is to be used at Licensee's sole risk. Licensor shall not be liable for the care or the protection of the boat, including her gear, equipment and contents, or for any loss or damage of whatever kind to the boat, her gear, equipment and contents for any reason whatsoever, including, but not limited to, Licensor's negligence. Licensee has examined the Marina and the boat slip described in this Agreement and accepts the condition of the Marina and boat slip as being adequate and safe for the dockage of his boat. Licensee is responsible for damage to other boats, buildings, fences, dock structures and pilings caused by the boat, Licensee, its family, employees, invitees or agents, or Licensor, its employees, officers and agents, when acting on behalf of the Licensee.
25. Indemnity of Licensor: Licensee, for itself and its guests, invitees, employees, agents, heirs, successors and assigns, hereby agrees to indemnify, defend and hold Licensor and Licensor's employees and agents harmless from: (i) any and all liability for loss or damage to the boat, its gear, equipment and contents for any reason, including licensor equipment failure; (ii) any and all loss, damage, liability, legal action or claim, of any nature, arising from the use of



Clearwater Beach and Marina
East Hampton, NY

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the floating docks, fixed piers, and/or boat; and (iii) any and all loss, damage, liability, legal action or claim of any nature arising out of Licensee's use of the Marina facilities, the presence of Licensee's boat, car or personal property at the Marina, or the moving of the boat, except to the extent that such loss or damage is the result of Licensor's gross negligence, willful or wanton misconduct.

26. Any violators of this Agreement may be evicted and/or prosecuted. The Licensor reserves the right to evict, without prior notice, anyone who, in the Licensor's judgment, creates a disturbance, a nuisance, or deliberately breaks any of the terms of this Agreement. No refund of fees will be made in the event of such an eviction.

27. Upon the Licensee's infraction of the above rules and regulations of the Marina, the Licensor reserves the right, at its option, to either terminate this Agreement with ten (10) days written notice to the Licensee and the Licensee shall forthwith remove their Vessel, or deny Licensee's future applications for Marina slips. No refund of fees will be made in the event of License Termination.

28. This Agreement constitutes the entire Agreement between the parties and shall be binding upon their heirs, successors, and assignees. Alterations of this Agreement may not be made verbally, and all revisions must be made in writing signed by the party to be charged thereby.

Acknowledged, agreed to and accepted by;

LICENSEE:

Name: _____

Signature: _____

Date: _____



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EMERGENCY ACTION AGREEMENT

CBPOA Licensor requires each boat owner Licensee to provide emergency contact information in the event of a vessel emergency requiring immediate action or per the conditions described the in Marina Slip License Agreement. If the below marina or marine service provider is unable to perform as required, Licensor reserves the right to hire a vendor of its choice at the Licensee's sole expense.

1. Emergency telephone #: _____
2. Secondary emergency telephone #: _____
3. Email address: _____
4. Preferred marina or marine service provider:

Company Name: _____

Contact Name: _____

Telephone #: _____

Address: _____

Acknowledged, agreed to and accepted by;

LICENSEE:

Name: _____

Signature: _____

Date: _____