

**APPLICATION FOR SEASONAL FACILITIES USE
HYDE PARK LANDING, LTD.**

6 Dock Street
Hyde Park, New York 12538
845-229-9669

Name _____ Address _____

Email _____

Home Phone _____ Business Phone _____

Name of Boat _____ NY Registration or US Doc. # _____

Type (Power or Sail) _____ Manufacturer _____ Length _____

Application Type (check one) Dock _____ Mooring _____ Launch Ramp _____ Access _____

The undersigned hereby makes application to HYDE PARK LANDING, LTD. (hereinafter referred to as "HPL") for seasonal facility use, which includes access, parking, picnicking, launching and docking or mooring (hereinafter referred to as "berth") privileges as indicated above. It is expressly understood that this application is made and that the privileges, if granted by HPL, shall be subject to the following terms and conditions, which may not be orally modified, altered, or changed in any respect:

1. By granting seasonal facilities use, no responsibility by HPL is assumed for the loss or damage to boats, motor vehicles, or equipment or any personal property contained therein by fire, theft, vandalism, act of nature, or for injury to the owner or invitees occasioned by any cause upon the premises or adjacent thereto;
2. Berths shall be assigned by HPL, and no changes shall be made without its permission; No berth may be sublet or assigned. HPL reserves the right to use the berth when the boat is known to be absent; No refunds shall be granted for any reason;
3. HPL may change the position or location of the applicant's berth at any time;
4. The facilities are situated adjacent to the CSX railroad tracks over which trains periodically pass, and the applicant assumes all risks, burdens, and obligations incident to and arising out of the use of the private road, or crossing the railroad tracks;
5. If this contract is for a berth, it is for one boat; Any other boat left in the water, on the dock, or on the premises other than as may be allowed by HPL will be at the seasonal rate and will require a separate contract;
6. It is expressly understood that HPL has the right to cancel or revoke this agreement at any time upon five days' written notice to the applicant by regular mail to the applicant's address indicated above;
7. The applicant, on behalf of himself, his heirs, and his assigns, hereby agrees to indemnify and hold harmless HPL, its heirs, and its assigns, from any and all claims derived from the applicant's use of the premises, said indemnification to include the costs of reasonable attorney's fees to defend any such claims;
8. HPL inspects the mooring tackle annually and corrects all visible defects, but makes no warranty of its condition or suitability for use by the applicant;
9. If the application is for a mooring, the applicant agrees to comply with the Inland Water Rules, which require an anchor light of specific characteristics be displayed from the vessel from sunset to sunrise while the vessel is moored or otherwise anchored, for vessels over 7 meters in length;
10. This contract does not include the storage of boat trailers; storage of boat trailers is available at the summer seasonal rate set forth hereinbelow; and,
11. **There shall be no discharge of boat sewage while berthed at the facility; All boats with holding tanks are required to use approved pumpout facilities available at State or other private facilities on the River; no such pumpout facility is provided by HPL.**

REFER TO SCHEDULE OF SEASONAL FACILITY FEES (May 15 through October 15)

Dock Space \$ _____
Mooring \$ _____
Seasonal Storage of Boat Trailer \$ _____
Access Fee \$ _____
Launch Ramp Fee \$ _____
Other (Kayak Storage, etc.) \$ _____
TOTAL \$ _____

Date _____

Applicant's Signature _____