



RECREATIONAL BOAT SLIP LICENSE INFORMATION

**SUNSET BAY STATE MARINE PARK
2023 SEASON**

General Information

A boat slip license allows the licensee to dock a specific boat registered to them at a designated slip within a particular marina. Prospective licensees must provide proof of current state registration at the time of application and can only receive a boat slip license for a boat registered in their own name. Prospective licensees must also provide proof of Safe Boater Certification when applicable by law. Boat slips are assigned by OPRHP and slip assignments are not guaranteed year to year for returning boaters. Slip licenses are issued on a first come, first serve basis.

Vessel Insurance. Licensees must have \$300,000 insurance covering the licensed vessel.

Revocations; Cause for Termination. Boat slips licenses are revocable. OPRHP may revoke a license if the licensed boat is no longer registered to the licensee; if the licensed boat ceases to be seaworthy; if the licensee fails to use the assigned boat slip by the license deadline; or if OPRHP must close the marina for any reason. OPRHP may terminate a license: if the licensee fails to comply with the license terms, including the insurance requirement; if the licensee fails to comply with any park rule or regulation, including regulations other than on use and operation of boats or watercraft; or if the licensee harasses other marina users or park staff or otherwise creates a nuisance at the marina or the park.

Restrictions: Commercial and charter vessels may not operate out of an OPRHP marina on a recreational boat slip license only and must additionally apply for and receive a commercial activity license.

Changes. Boat slip licenses are specific to the licensee and are non-transferable. Licensees who wish to change the licensed boat must have such change approved in advance by OPRHP; OPRHP cannot guarantee that space will be available for a different boat.

Payment; Refunds. No refunds will be made for licenses that are revoked or terminated. Refunds for the season will be made under 9 NYCRR Part 381 only on licenses voluntarily surrendered and cancelled before the start of the marina’s operating season.

Facility Information

License Fee: \$46.00/foot

Maximum Boat Length: 35 feet

License fees are assessed based on the boat length recorded on the state registration or federal Department of Homeland Security documentation, however, for purposes of assigning appropriately sized slips, boat length includes all overhangs such as swim platforms, extended anchors, hoists, and pulpits.

Operating Season: May 20 to Oct 1, 2023

- Marina Services:**
- potable water
 - fueling station
 - pump-out station
 - fish cleaning station
 - restrooms
 - portable toilets

boat trailer storage

parking

winter boat storage

electric hook-ups

Application Instructions

Application Instructions: Please review this packet and the license terms carefully, as some license terms have changed since last season. Applications are accepted via Reserve America only.

Facility Contact Information

Marina Office: 716-934-2375

Regional Office: 716-354-9101

After-Hours: 716-354-9111 (in emergencies dial 911)

New York State Spill Hotline: (800) 457-7362

(NYS Parks Police-Allegany Region)

BOAT SLIP LICENSE TERMS

Section 1. License Term

This license is for the 2023 boating season at Sunset Bay State Marine Park only. Any person who places a boat in the water at the marina prior to the season opening date or after the season closing date is subject to a daily use fee consistent with the rates for transient slip licenses. Licensee will also be ineligible for a slip license the following year.

Section 2. Boat Condition; Safety Equipment; Security

- (a) Licensee shall keep the licensed boat in seaworthy condition at all times when it is docked at the marina. Licensee must repair or remove any boat that is shown to be unseaworthy by inspection or demonstration within 30 days of notice by OPRHP, except that any boat that has burned, submerged, or become disabled must be removed within the period set forth in OPRHP's regulations on use and operation of boats or watercraft.
- (b) Licensee shall keep onboard the licensed boat and in operable condition at least the minimum firefighting equipment required by the United States Coast Guard for the applicable vessel class.
- (c) Licensee is responsible for proper docking and for securing the licensed boat in order to prevent damage to the licensed boat and other boats and property in the marina.
- (d) Licensee is responsible for storing its equipment and personal property against damage, vandalism, and theft.
- (e) Licensee shall operate the vessel within the marina, a 'No Wake Zone' at a maximum speed of 5 mph.

Section 3. Slip Condition and Marina Use

- (a) Licensee shall keep its assigned slip neat and orderly and shall keep docks and gangplanks clear at all times.
- (b) Licensee shall not keep any personal rowboat, dinghy or other accessory equipment at its assigned slip.
- (c) Licensee shall not block or impede any part of the docks.
- (d) Licensee shall not hang clothes or laundry on the exterior of the licensed boat while it is docked in the marina, on or from any part of the assigned slip, or on or from any marina structure.
- (e) Licensee shall refrain from swimming, diving and fishing within the marina.
- (f) Licensee and its guests shall respect the right of other marina users to privacy and shall not interfere with or disturb the use of the marina by any other licensee or other authorized user.
- (g) Licensee shall place all trash and refuse in the proper receptacles provided at the marina.
- (h) Licensee shall not clean fish or shellfish in any common area of the marina except a designated fish cleaning station, if one exists. Grill use is not permitted on the docks.
- (i) Licensee shall not light or maintain open fires or equipment utilizing a flame within the marina basin. except in designated Park campfire rings. Licensee shall cook only in designated picnic areas onshore or in the cabin galley of a boat.
- (j) Licensee shall not make any alterations to or install any structures or fixtures on the assigned slip or any existing marina structure. Provided however, that Licensee may, with the prior written approval and in the sole discretion of OPRHP, install a removeable boat lift at the assigned slip for the duration of this license subject to standards and conditions set by OPRHP; boat lift installation is not an option at all marinas.
- (k) Licensee with pets must be able to show certificate as proof of rabies vaccination. Pets must be kept on a maximum 6-foot leash. Per waste must be immediately cleaned and disposed of in appropriate waste receptacle. Persistently noisy or dangerous pets may be required to be removed from the facility.

Section 4. Docking

- (a) Licensee is responsible for properly docking and mooring the licensed boat in a manner that avoids damage to other boats and to the marina's docks and other structures.

(b) Licensee shall tie up all boats directly to the cleats on floating docks or to the dock posts on aluminum docks. Licensee shall not tie up any boat directly to the dock posts of any floating dock. Licensee shall not attach any boat to the piers, catwalks or piles of the marina.

(c) OPRHP reserves the right to re-tie any boat in the marina that is improperly tied and risks damage to the docks and other marina structures, to other boats, or to marina patrons. This right includes the right to board, if necessary, to re-tie the boat in a proper manner.

Section 5. Boat Maintenance Activities; Fueling

(a) Licensee shall use only petroleum-free, biodegradable, pH neutral, non-caustic, phosphate free, low-sudsing products to clean a boat within the marina or the park.

(b) Licensee shall not conduct any major repair work on, stripping paint off of, painting of, or oil changes for boats within the marina or the park.

(c) Licensee shall not discharge on-board sewage into the water within the marina or park and shall instead dispose of sewage at an onshore pump-out facility available to recreational boaters.

(d) Licensee shall not permit any condition aboard the licensed boat or within the assigned slip that presents a fire hazard in the reasonable opinion of marina staff.

(e) Licensee shall not transfer gas into any boat from containers while the boat is docked; only direct hook-up tanks may be used to fuel boats that are docked.

Section 6. Accident and Incident Reporting; Damage to Park Property; Spill Response

(a) Licensee shall promptly report any accident or unusual incident, including any potential claim under the required policy of insurance, to the marina office.

(b) If Licensee becomes aware of any property damage, theft, vandalism, and illegal activities within the marina, Licensee shall notify the New York State Park Police.

(c) If any part of the marina or the park is damaged or destroyed by the act or omission of Licensee or any of Licensee's invitees, Licensee shall promptly inform the marina office. OPRHP shall repair, replace, rebuild, or repaint as necessary and Licensee shall pay to OPRHP the actual cost of labor and materials upon invoicing.

(d) Licensee shall, in addition to the notice required to be given to the Department of Environmental Conservation, immediately inform the marina office of any spill or other release hazardous materials, pollutants, or petroleum within the marina or the park. In the event of a spill event regulated and responded to by the Department of Environmental Conservation, the provisions of the Environmental Conservation Law and the Department of Environmental Conservation's regulations will control over the terms of this license with respect to responsibility for spill response and the costs thereof.

Section 7. License Modifications; Change in Registration or Ownership.

(a) OPRHP may modify this license at the request of the licensee to change the licensed boat, however, such modification is subject to available space in the marina based on the size of the proposed new boat. Licensee acknowledges that docking any boat other than the licensed boat at the assigned slip is a violation of the terms of this license and grounds for termination.

(b) Licensee shall promptly notify OPRHP of any changes in the registration or ownership of the licensed boat.

Section 8. Park Regulations

Licensee shall comply with all applicable OPRHP rules and regulations and Park operating guidelines for the season. A copy can be found online at: <https://parks.ny.gov/documents/inside-our-agency/Rulemaking/OPRHPRegulations9NYCRRSubtitleI.pdf>

Section 9. Insurance

Upon execution of this agreement and on an annual basis and before decals are issued, Licensee must submit proof of insurance in the minimum amount of \$300,000. Failure to keep insurance in effect will result in

termination of this license. Licensee understands that the OPRHP is providing no insurance on the Boat or any property stored thereon. It is the Licensee's obligation to maintain the minimum insurance, with reputable insurance companies, covering the boat during the term of this license. All risk of loss damage to property and personal injury and/or death shall be upon the Licensee.

Section 10. Indemnification and Claims

(a) Licensee agrees to defend, indemnify, and hold harmless the State of New York, OPRHP, and its officers, employees, agents, and assigns (the "Indemnitees") from and against any claims, suits, losses, damage, or injury to person or property of whatsoever kind and nature, whether direct or indirect, that are caused or contributed to by Licensee or Licensee's invitees and that arise out of this license, Licensee's use of the marina, or the presence of the licensed boat in the marina, provided however that Licensee's indemnity will not extend to any claims, suits, losses, damages, or injury to persons or property directly caused by and but for the negligence of any Indemnitee.

(b) For all purposes hereunder OPRHP will not be liable for any injury, loss, or damage to Licensee or Licensee's invitees or for any injury or damage to the licensed boat or to any other property belonging to Licensee or to any other person that is caused by fire, theft, breakage, vandalism, or any other use, misuse, or abuse of any portion of the marina or the park or that arose from any other cause whatsoever unless and only to the proportional extent that such injury, loss, or damage is determined to be directly caused by and but for the negligence of OPRHP.

(c) For all purposes hereunder, OPRHP will not be liable to Licensee or Licensee's invitee for any failure of water supply, gas supply, electric current or other utility service or for any injury or damage to any property of Licensee or any other person caused by or resulting from the spill or release of gasoline, oil, steam, gas, or electricity; leakage of any substance from pipes, appliances, sewers, or plumbing works; hurricane, flood, tornado, wind, or similar storm or disturbance; water, rain, or snow that might leak or flow from the street, sewers, or subsurface areas or from any part of the park or any body of water within or adjacent to the park; or any public or quasi-public work unless and only to proportional extent that such injury, loss, or damage is determined to be directly caused by and but for the negligence of OPRHP.

Section 11. Termination

(a) OPRHP may revoke this license (i) if the licensed boat is no longer registered to the licensee under a current registration, (ii) if the licensed boat is no longer seaworthy or must be removed under the provisions of Section 2 of this license, (iii) if Licensee fails to dock the licensed boat the marina by July 1 of any marina season, or (iv) if OPRHP must close part or all of the marina or modify operations at the marina for the protection of public health and safety, for a park improvement project, or for any other park purpose.

(b) OPRHP may terminate this license on one week's notice if Licensee fails to comply with the license terms, including the insurance requirement. If Licensee cures the noticed violation within the notice period, this license will not terminate on the date stated in the notice and will continue in force. OPRHP may, in its sole discretion, temporarily suspend this license until noticed violations are cured.

(c) OPRHP may terminate this license without advance notice if, after a written warning detailing the offense, Licensee continues to (i) fail to comply with any park rule or regulation, including regulations other than on use and operation of boats or watercraft; (ii) harasses other marina users or park staff or otherwise creates a nuisance at the marina or the Park; or fails to comply with local park guidelines for the season.

(d) Within 48 hours of the revocation or termination of this license, Licensee shall: (i) remove the issued decal from its boat; (ii) return the issued decal and any other marina passes or keys to the marina office, (ii) remove its boat and any other personal property from the marina and the Park.

Section 12. General Conditions

(a) OPRHP may inspect the marina at any time.

- (b) Licensee acknowledges that OPRHP grants only a right to use the marina and assigned slip “as is/where is” and without warranty. OPRHP is not required or obligated to make or undertake any repairs, improvements, or maintenance work of any kind.
- (c) Licensee shall comply with all applicable federal, State, and local laws, ordinances, rules, and regulations, whether specifically mention in this license or not. If Licensee fails to do so, OPRHP may take necessary steps to achieve compliance and Licensee shall reimburse OPRHP the actual cost of doing so upon invoicing.
- (d) Licensee acknowledges that the waiver by OPRHP of any term of this license is not a waiver of any other term nor is it a waiver of the subsequent breach thereof.
- (e) Licensee shall not assign, transfer, or sublicense this license or any of the rights granted herein.
- (f) Licensee shall not conduct or undertake any commercial operation on or through the use of the licensed boat in the marina or park or receive compensation in exchange for access to or use of the licensed boat while it is in the marina without a commercial activity permit.
- (g) Licensee shall not post commercial or “for sale” signs or other advertising devices at their assigned slip or on the licensed boat while it is docked at the marina.
- (h) OPRHP will treat any boat or personal property left at the marina beyond the expiration of the license term or beyond the 48-hour grace period after the revocation or termination of this license as abandoned property and may have such boat or property impounded or otherwise removed from the marina and disposed of. Licensee shall pay the costs of such impoundment or removal.

Section 13. Use and Availability of Marina Services

- (a) OPRHP may delay turning on utility service at the marina at the start of the operating season, shut off utility service at the marina prior to the end of the operating season, or temporarily shut-off utility service at the marina during the operating season when necessary for the protection or repair of utility infrastructure or for necessary water treatment. In such instances, OPRHP shall post interruption notices at the marina and the park office during all periods of interruption and at least one week in advance of planned service interruptions.
- (b) OPRHP shall supply Licensee with one marina parking pass and one guest. Licensee and its guests shall park in designated marina parking areas only and must display a marina parking pass or guest pass while parked at the marina. Any vehicle entering the Park without a marina parking pass or guest pass must pay the Park’s vehicle use fee. Licensee shall pay OPRHP US\$25.00 for any lost marina parking pass or guest pass. Daily transients are not entitled to a pass.
- (c) Licensee shall not store any boat trailers, or the like at the Park except under a separate permit.
- (d) Campers and camping trailers are not permitted overnight (10 PM-7 PM) in the marina or on park property.

Section 14. After-Hours Access; Overnight Stays; Quiet Hours

- (a) The marina is accessible to licensees and their guests outside of the posted marina hours. OPRHP shall supply Licensee with the necessary key or access code for after-hours access at no cost. Licensee shall not provide the code or key to any other person. Licensee shall pay OPRHP US\$25.00 if an issued key is lost or not returned.
- (b) Licensee may stay overnight in the marina aboard the licensed boat with prior notice to the marina office. This approval may be revoked by OPRHP at its sole discretion for whatever reason without notice to Licensee.
- (c) Licensee shall adhere to the marina’s posted quiet hours, 10 PM-7 AM, and during such hours shall not make unnecessary or excessive noise, or otherwise disturb other occupants of the marina or the neighboring community.

I have received, read and understand the rules and regulations pertaining to the boat slip license.

SIGNATURE

DATE