

## BOAT LAUNCH AGREEMENT

In consideration of the payment of the sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$ \_\_\_\_\_), as well as other good and valuable consideration, including the covenants and agreements herein contained,

I, \_\_\_\_\_, am a resident, and/or property owner in the Town of Urbana, located \_\_\_\_\_, and, as such, am certified as a person entitled to use the Town Boat Launch Site, do hereby covenant and agree as follows:

**FIRST:** I shall pay the sum of \_\_\_\_\_ Dollars and no cents (\$ \_\_\_\_\_), simultaneously with the execution of the Agreement, said sum being the initial fee for obtaining permission to use the Boat Launch Site. Furthermore, I do hereby covenant and agree that, between May 1<sup>st</sup> and May 31<sup>st</sup> of each year thereafter, I shall pay unto the Town Clerk the further sum of \_\_\_\_\_ Dollars and no cents (\$ \_\_\_\_\_), or such other reasonable fee as may be assessed by the Town for the annual renewal of the privilege to use said Boat Launching Site.

**SECOND:** In the event I should elect not to renew my privileges, then I understand that this Agreement shall be kept on file with the Town Clerk, for a period of not less than five (5) years. During this time period, should I wish to renew my privileges, then I understand that I shall be required to update the information contained in this Agreement and make payment of the renewal fee prior to being given the combination for the Launch Site gate.

**THIRD:** I shall, at all times, adhere to, and comply with the **RULES FOR USE OF FACILITIES**, which are annexed hereto, made a part hereof and marked **“APPENDIX A”**.

**FOURTH:** Boat Trailers without Tow Vehicles and/or Tow Vehicles without Boat Trailers shall not be parked in the Boat Launching Site.

ANY VEHICLES VIOLATING THIS PROVISION SHALL BE TOWED AWAY AT THE OWNER’S EXPENSE AND SHALL NOT THEREAFTER BE RELEASED TO THE OWNER UNTIL THE PRINCIPAL PENALTY (FINE) HEREINAFTER REFERENCED, AND AGREED UPON BY EACH APPLICANT’S EXECUTION OF THIS AGREEMENT, HAS BEEN PAID IN FULL TO THE TOWN CLERK AND PROOF THEREOF HAS BEEN PRESENTED TO THE PARTY WHO WHICH RENDERED THE TOWING SERVICE AS WELL AS PAYMENT IN FULL OF THE TOWING COSTS, INCLUDING ANY APPLICABLE DAILY STORAGE CHARGES THEREFOR.

**FIFTH:** AS THE APPLICANT I HEREBY UNDERSTAND, COVENANT AND AGREE THAT ANY VIOLATION OF THIS BOAT LAUNCH AGREEMENT SHALL RESULT IN THE IMMEDIATE TERMINATION OF MY

PRIVILEGES HEREUNDER AND, FURTHERMORE, FOR ANY VIOLATION OF THOSE PROVISIONS SET FORTH HEREINABOVE IN PARAGRAPH “**FOURTH**”, I HEREBY COVENANT AND AGREE TO PAY THE SUM ON ONE HUNDRED AND FIFTY DOLLARS AND NO CENTS (\$150.00) TO THE TOWN CLERK WITHIN TEN (10) DAYS OF SAID VIOLATION.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
**APPLICANT’S SIGNATURE**

**WITNESS:** \_\_\_\_\_  
**TOWN CLERK or**  
**DEPUTY TOWN CLERK**

**BOAT LAUNCH**

**PLEASE COMPLETE THE FOLLOWING INFORMATION:**

**NAME:**

\_\_\_\_\_

**RESIDENCE ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**URBANA PROPERTY ADDRESS:**

\_\_\_\_\_

**(IF OTHER THAN RESIDENCE)** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**TAX MAP NUMBER (from tax bill)** \_\_\_\_\_

---

**OFFICE USE ONLY:**

**FEE PAID ON** \_\_\_\_\_ **AMOUNT**

\_\_\_\_\_ **APPROVED BY** \_\_\_\_\_ **DATE**

\_\_\_\_\_

## **“APPENDIX A”**

### **RULES FOR USE OF FACILITIES**

#### **USE:**

- A. RESPONSIBILITY** regarding proper use of the facilities shall belong to the person to whom the Contract is issued.
- B.** There shall be but one (1) key issued per parcel number, with the exception that when the parcel is occupied by a multiple family dwelling then each family unit within the dwelling shall be entitled to one (1) key (i.e. two family dwelling – one (1) key to the parcel owner plus one (1) key to each family unit occupying the dwelling (see paragraph “C”).
- C.** No parcel owner shall be issued more than one (1) key. Ownership of multiple parcels shall not entitle the owner to multiple keys.
- D.** An inoperative key shall be returned to the Town Clerk for an operative replacement key. However, a lost key shall first require a TWENTY-FIVE DOLLARS AND NO CENTS (\$25.00) payment to the Town Clerk for its replacement.
- E.** One (1) key may be issued to an Owner of a business located in the Town of Urbana. This key shall entitle the Owner access to the Boat Launch area. However, it shall not entitle this person to utilize a parking space for any tow vehicle and trailer within the boat launch area.

#### **ON SITE:**

- A.** Close and lock gate immediately upon entering or leaving the launch area.
- B.** Be ready to launch your boat before backing into the launch area.  
( i.e. Uncover boat, make sure all equipment is in proper place, etc.)
- C.** Park vehicle and trailer, using a minimal amount of parking space, so as not to obstruct the flow of other traffic.
- D.** Boat trailers without tow vehicles attached or tow vehicles without boat trailers attached **SHALL NOT** be parked in the boat launch area.
- E.** No swimming, sunbathing, water skiing or loitering shall be allowed in the launch area.
- F.** No overnight parking of a Boat trailer with its Tow Vehicle shall be permitted. Any violation of this prohibition shall be subject to the provisions of paragraph “**FIFTH**” of this Boat Launch Agreement.

**G.** The Town of Urbana reserves the right to close the Boat Launch Site whenever deemed necessary. Additionally, this area shall be closed for the following events on the specified dates thereof:

- a. Wine Country Antique Boat Show \_\_\_\_\_
- b. Glen H. Curtiss Museum "Fly IN" \_\_\_\_\_
- c. Genundowa Festival \_\_\_\_\_

With respect to any additional closures, the Town of Urbana shall timely post, and whenever possible or practicable to do so, advertise.

ANY USE OR ATTEMPTED USE OF THE BOAT LAUNCH SITE DURING THE ABOVE MENTIONED TIME PERIODS SHALL BE SUBJECT TO THE PROVISIONS OF PARAGRAPH "FIFTH" HEREIN.

**H.** Unnecessary, loud, obnoxious, annoying and/or excessive noise shall be prohibited, especially during the normal hours of repose. Offenders shall be subject to termination of all launch privileges including loss of the gate key.

**I.** No animals, other than Seeing Eye Dogs, are allowed in the Boat Launch Area.

**PENALTIES FOR OFFENSES:**

- A.** Immediate suspension of launch privileges.
- B.** Pecuniary Penalties as set forth in Paragraph "FOURTH" and "FIFTH" of the attached Boat Launch Agreement signed by me as the Applicant.

\_\_\_\_\_  
**APPLICANT'S SIGNATURE**

**WITNESS:** \_\_\_\_\_  
**TOWN CLERK**  
**DEPUTY TOWN CLERK**