

FARM RIVER STATE PARK

MARINA ACCESS AGREEMENT

2009

Quinnipiac University, through a management agreement with the State of Connecticut, Department of Environmental Protection (DEP), is establishing public access and rental to a limited number of marina dock slips at the Mansfield Landing site at Farm River State Park. The goal of this program is to enhance public access to Long Island Sound and its waterways and to facilitate public recreation of local residents.

As part of Quinnipiac University's management plan with the State DEP, Quinnipiac University is committed not only to maintaining the public use aspects of the park, but to ensuring that the natural beauty and integrity of the flora, fauna, and geology be preserved. Persons that enter into this agreement with Quinnipiac University will be expected, through their use of the park, to uphold this philosophy. Access agreements with persons that act irresponsibly (as defined below) will be terminated immediately.

The terms of this agreement are limited to the use of non-motorized car-top boats, referred to in the following document as self-propelled personal watercraft.

Please return completed application form to Quinnipiac University, Att: Marina Correspondence AB-ASV, 275 Mt. Carmel Avenue, Hamden, CT 06518. Our fax number is 203-582-3444. The marina information number is 203-582-3777.

This completed application shall remain in the possession of Quinnipiac University. The card holder will be provided with an uncompleted document for their personal record.

1. DEFINITION. Each reference in this agreement to any of the following terms shall be construed to incorporate the definition and data from that term stated below.

ALL INFORMATION MUST BE COMPLETED PRIOR TO ISSUANCE OF AN ACCESS PASS.

CARD HOLDER NAME _____	WORK ADDRESS:
STREET _____	COMPANY _____
CITY, STATE, ZIP _____	STREET _____
TELEPHONE _____	CITY, STATE, ZIP _____
E-MAIL ADDRESS: _____	TELEPHONE _____

EMERGENCY CONTACT: NAME _____ TELEPHONE _____

SELF-PROPELLED PERSONAL WATERCRAFT TYPE (if applicable): CANOE _____ KAYAK _____
OTHER (describe below): _____

The use of personal watercraft as defined by the State of Connecticut Department of Environmental Protection is prohibited at the marina.

Fishing and swimming are not allowed.

Initials _____

No grilling/fires

QUINNIPIAC UNIVERSITY

By: _____

Date: _____

APPLICANT

Signature: _____

Date: _____

Terms of agreement:

1. Quinnipiac University grants the undersigned card holder permission for access at Farm River State Park marina on the terms and conditions herein set forth.
2. The calendar term of this agreement will extend from May 1 until October 23, 2009.
3. The card holder agree(s) that Quinnipiac University is not responsible for damage, loss, or destruction of or to the self-propelled personal watercraft as a result of vandalism, fire, theft, storm, wind, or by boats of others. The card holder agrees to hold Quinnipiac University harmless from any claims by reason of such damage or injury and also holds Quinnipiac University harmless from any claims arising out of any act or omission by the card holder or his/her guests.
4. The canoe/kayak owner(s) must comply, at their expense, with any and all existing and future federal, state, and local statutes, laws, enactments, ordinances, rules, regulations, and other federal and state government requirements.
5. Quinnipiac University will provide controlled access to the marina. Vehicular access shall be limited to one vehicle per visit parked in the designated parking area. No campers or mobile homes are allowed in the parking area.
6. Every effort should be made to limit fouling of the water at the marina. No chemical dumping or use of hazardous chemicals of any kind is allowed at the docks.
7. Children may not be left unattended on any boat, dock, or any adjacent area of the marina. Non-swimmers and children are required to wear Coast Guard approved flotation devices whenever on the docks or in the boat.
8. Pets will be permitted only under leash, and must not be left on the boat or marina property unattended. Owners will be responsible for the immediate clean-up after their pets and must make sure that noise levels are kept to a minimum.
9. Card holder shall operate self-propelled personal watercraft with due care so as to avoid injury to any person and so as to avoid damage to other vessels, property, the slip, and the marina. The marina and surrounding waters of the Farm River shall be deemed to constitute "no wake" areas. Card holder shall further operate the self-propelled personal watercraft in compliance with the "Rules of the Nautical Road" as set forth by the United States Coast Guard.
10. The card holder, friends, relatives, crew, invitees, visitors, agents and servants shall use the slip and the marina at their own risk. Except as otherwise provided by applicable law, Quinnipiac University shall not be liable for any injury to any of the aforesaid persons unless solely caused by the University's gross negligence. In addition, the card holder understands that construction may be in progress at the marina. The University shall not be liable for any damage or loss to the self-propelled personal watercraft or card holder's other personal property or for any injury to the card holder, friends, relatives, crew, invitees, visitors, agents and servants resulting from such construction.
11. Quinnipiac University shall have no personal liability under this agreement, it being expressly agreed that all liability for obligations and claims arising under or related to this agreement or the marina or otherwise shall be limited to the University's then interest in the marina for satisfaction of any liability of the University under this agreement. The University shall be liable only for obligations accruing during ownership of the marina. In no event

Initials_____

shall the University ever be liable for any indirect or consequential damages suffered by the card holder for whatever cause.

12. It is hereby understood and agreed that Quinnipiac University is not acting, nor has it contracted hereby to act as a warehouse, storage facility, bailee, nor in any capacity of care, custody or control of the self-propelled personal watercraft. The card holder shall defend, indemnify, and hold the University harmless against all claims, suits, actions at law, judgments, liabilities, losses, and damages, including attorneys' fees, arising from any characterization of the University as a warehouse, storage facility, bailee or in any capacity of care, custody or control of the self-propelled personal watercraft.

13. Quinnipiac University will from time to time establish individual and/or general regulations for the safety, comfort, and welfare of the marina lessees and all other persons using the marina. The card holder shall observe and obey all of such rules and regulations.

14. For purposes of this agreement, the term "Quinnipiac University" shall include employees and agents authorized by and working under the direction of Quinnipiac University.

15. The words "Quinnipiac University" and "card holder" as used in this agreement shall include their respective heirs, executors, administrators, successors, representatives, and assigns.

16. The waiver of one breach of any term, condition, obligation, or agreement under this agreement shall not be considered to be waiver of that term, condition, obligation, or agreement or of any other term, condition, obligation, or agreement of this agreement or of any subsequent breach thereof.

17. If any provision of this agreement, or its application to any circumstance, shall be found to be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to all other circumstances, shall not be affected thereby, and shall be fully valid and enforceable.

Initials_____