

DOCK SPACE LEASE
Boating Season 2026/2027

This PERMIT is granted the _____ day of _____, 2026 by Freeport Borough, a duly incorporated municipality under the laws of the Commonwealth of Pennsylvania, hereinafter called "Borough".

Dock Space Number: _____

Name: _____

Address: _____

Telephone Number(s): _____

Type of Boat: _____ Make of Boat: _____

Boat Registration Number: _____ Boat Insurance Policy #: _____

Proof of boat registration and boat insurance is required.

Dock Space Liability Insurance Policy Number: _____

Proof of dock space insurance is required.

If a second boater (Guest Boater) will be docking/leasing the dock space, the following information is required. An additional fee will be required for the Guest Boater.

Name: _____

Address: _____

Telephone Number(s): _____

Type of Boat: _____ Make of Boat: _____

Boat Registration Number: _____ Boat Insurance Policy #: _____

Proof of boat registration and boat insurance is required.

The fee schedule for the dock space lease has been established by Freeport Borough Resolution. The fees are as follows:

| | |
|--|--------------|
| <i>Freeport Borough residents:</i> | \$400 |
| <i>Non-Freeport Borough residents:</i> | \$500 |
| <i>Guest Boaters:</i> | \$500 |

The fee is non-refundable in whole or part and in consideration for the performance of the covenants and agreements hereinafter contained, the Borough grants the Permittee and the Guest Boater (if applicable) for the term beginning **April 15, 2026**, and terminating **April 14th, 2027**, a license to construct and maintain a dock along the right bank of the Allegheny River, Freeport Borough, between 28.7 and 29.0 miles above the mouth of the river designated by dock space number depicted above and subject to the terms and provisions stated below.

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Section 1. Boat and required documents.

It is specifically understood and agreed that the Permittee will comply with the following:

- a) To limit each dock to the boat(s) that is/are registered/owned by the permittee and one additional boat that is registered/owned by the Guest Boater.
- b) Permittee shall provide liability insurance for the dock space in an amount not less than \$100,000. Proof of insurance coverage shall be provided to the Borough.
- c) Permittee's boat(s) shall be registered and insured. Proof of registration and insurance must be provided to the Borough.
- d) All boats being docked within the leased dock space must be registered/owned by the Permittee/Guest Boater.
- e) New boat(s) purchased and docked within the Permittee's/Guest Boater's dock space during the season need to be identified/listed with the Borough office immediately. Required documents enumerated above will need to be provided-
- f) Permittee agrees to provide dock space insurance for the entirety of this lease.

Section 2. Dock Construction.

Per the written agreement between Freeport Borough and the Army Corps of Engineers dated July 1975, the Permittee will comply with the following regulations:

- a) That any dock constructed will not exceed thirty (30) feet riverward from normal pool shoreline El 745.0.
- b) That the total of all equipment, dock, and boats placed in assigned dock space are not to exceed twenty-three feet (23') in width and must be kept at least one foot inside boundaries on each side so as not to encroach on other Permittees.
- c) That Styrofoam, barrels, or commercially purchased flotation devices will be used for flotation of the docks.
- d) To remove all docks on or before October 31st unless otherwise approved in writing by the borough manager.

Section 3. Dock and Dock Space Rules

It is specifically understood and agreed that the Permittee will comply with the following restrictions:

- a) It is prohibited to have gatherings at the dock after 10:00 pm
- b) Permittee is responsible for the conduct and behavior of his/her guests and the Guest Boater and his/her guests on the dock.
- c) To assume responsibility for and to maintain the subject dock area in such a manner as not to disturb third parties through excessive noise or any other conditions detrimental to the public health, safety and welfare.
- d) It is prohibited to possess and/or consume alcoholic beverages on or about the dock and dock area as per Freeport Borough Park Ordinance.
- e) It is prohibited to start, keep, or maintain open fires. This is regulated by the International Fire Code (2018 Edition and Freeport Borough ordinance 395)

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- f) It is prohibited to nail, bolt or drill in any manner, any object or construction to trees or shrubbery on or about the subject dock area. The planting of trees or shrubbery is prohibited.
- g) It is prohibited to install or maintain electric lines, gas lines, and telephone lines or any other utilities in, on or under the dock or dock area.

Section 4. Dock Space Maintenance

It is specifically understood and agreed that the Permittee will comply with the following restrictions:

- a) To keep the area free of debris and litter and to keep the grass and weeds cut per International Property Maintenance Code (IPMC) (2018 Edition) Section “302.1 **Sanitation**. Exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property that such occupant occupies or controls in a clean and sanitary condition” and Section “302.4 **Weeds**. Premises and exterior property shall be maintained free from weeds or plant growth in excess of 8”. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided.”
- b) To perform all ordinary maintenance necessary to keep the constructed docks and/or ramps or any other construction in a good state of repair in accordance with IPMC Sections 302.7, 304.1, 304.1.1, and 304.10. Section “**302.7 Accessory Structures**. Accessory structures, including detached garages, fences and walls, (etc.) shall be maintained structurally sound and in good repair.” Section “**304.1 (Exterior Structure) General**. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so and not to pose a threat to the public health, safety or welfare.” Section “**304.1.1 Unsafe Conditions**. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings: **#5**. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects. **#6**. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. **#12**. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.” Section “**304.10 Stairways, decks, porches and balconies**. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.”
- c) To keep the subject dock area in good order and in sanitary condition, free of fire hazards and other conditions detrimental to the Borough or other persons and the safety of others. (Per IPMC Section 302.1 as stated above and as per the International Fire Code (2018 Edition).

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Section 5. Execution of Lease Agreement and Indemnity

All agreements, accompanied by proof of boat registration and insurance, proof of dock space insurance, and payment in the form of check, money order, certified check, or cashier's check, must be received by **March 1, 2026** at the Freeport Borough office, 414 Market Street, Freeport, PA 16229.

Any agreement received without proof of boat registration and insurance, proof of dock space insurance, or payment in full will be rejected and the dock space will granted to the next person on the list, without notification.

It is mutually understood and agreed that any and all rights and obligations of the Permittee and Guest Boater shall terminate on **April 14, 2027**.

To save harmless and indemnify Freeport Borough of and from any and all claims, damages, expenses, costs, suits and actions arising directly or indirectly from the occupation and use of the dock area and the ramps, stairs or any and all related dock or dock area activities.

The permit is not assignable in whole or part. Any attempt to assign is subject to immediate forfeiture without notice.

Section 6. Revocation of lease agreement

If the Permittee fails to comply with or breach any of the provisions of this permit or fails to remedy or cure such breach or breaches within five (5) days from either written notice by certified mail, personal service, or by telephone, this permit will be withdrawn and terminated by the Borough. After the Permittee receives notification of said withdrawal or termination by the Borough by Certified mail, personal service or telephone, the Permittee has forty-eight (48) hours to remove any and all docks, boats and any related equipment. If the same is not completed within the said time period, then the Borough will, without further notice to Permittee, take possession of the subject dock area and remove, at the Permittee's expense, the subject dock, boat(s) and any related equipment.

Subsequent failures to comply with the provisions of the agreement will result in notification of immediate termination by certified mail, personal service or telephone.

The Borough reserves the right to refuse subsequent applications by Permittee's whose permit has been revoked or consistently refuse to voluntarily abide by this agreement.

Permittee acknowledges this permit is a license allowing the Permittee to place a boat dock on property owned or controlled by Freeport Borough, and as such may be revoked for any violation of the above restrictions without any hearing, appeal of the revocation, or any other due process.

Permittee further acknowledges any violation of the above restrictions by Permittee's guests, guest boater, or guest boater's guests will be considered a violation by Permittee resulting in a revocation of the permit.

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Section 7. Signature(s)

Permittee and Permittee’s guest boater have read this Agreement, fully understand the terms herein, and agree to comply with all the restrictions.

PERMITTEE SIGNATURE **DATE**

GUEST BOATER SIGNATURE (if applicable) **DATE**

FREEMPORT BOROUGH MANAGER SIGNATURE **DATE**