

Seacoast Enterprises Associates, Inc.

HARBOR MARINA: 423 Three Mile Harbor H.C. Road, East Hampton, NY 11937 • T: (631) 324-5666 • F: (631) 324-3366
THREE MILE HARBOR MARINA: 6 Boat Yard Road, East Hampton, NY 11937 • T: (631) 324-1320 • F: (631) 324-9185
info@SEA-incorp.com • SEAINCOP.COM

WINTERIZATION & SERVICE

CUSTOMER/TENANT INFORMATION

Name	Street Address	City	State	Zip
Cell Phone	Home/Office Phone	Email		

VESSEL INFORMATION

This agreement is to rent space and/or service the following type of unit, which is placed on the property entirely at the Tenant's risk (and no bailment is created thereby), where "LOA" describes the maximum length of the hull that includes all fittings, davits, bowsprits, swim platforms and engines in the storage position (tilted up or down), and when on a trailer, the length including the length of the trailer and vessel, "LOH" is the length of the hull, and "LWL" is the waterline length:

Vessel Name	Registration #	HIN		
Vessel Year/Make/Model	LOA	LWL	Beam	Draft
Engine Year/Make/Model	Generator Make/Year	Dinghy/Tender Make	Registration #	
Other Item (Description)	SEA Tag #	Vessel Insurance (Company, policy number & renewal date)		

SERVICE AGREEMENT

Harbor Marina Three Mile Harbor Marina

LABOR RATES: General- \$95.00/hr. Technical (Engine, Electrical, Plumbing)- \$150.00/hr. Specialized- \$150.00/hr. Upon request, estimates will be done for Electronics, Fiberglass, Woodwork, Painting, Varnish jobs. Prices reflect minimum labor charges per engine – materials are extra. Surcharges of apply between 12/8-3/10. All services are subject to a 2% environmental compliance fee. Rates are online at SEAINCOP.COM. On specific larger vessels, water systems will be inventoried by a technician and T&M may apply.

- | | | | | | | |
|---|--|--|----------|---|------------------------------------|----------|
| <input type="checkbox"/> PRESSURE WASH | <input type="checkbox"/> Sm. \$5.50/ft | <input type="checkbox"/> Lg. \$6.00/ft | \$ _____ | <input type="checkbox"/> PUMP OUT HOLDING TANK | \$98.00 minimum (T&M) | \$ _____ |
| <input type="checkbox"/> GAS INBOARD ENGINE | \$450.00 minimum (T&M) | | \$ _____ | <input type="checkbox"/> HOLDING TANK / MACERATOR | \$75 ea Qty: _____ | \$ _____ |
| <input type="checkbox"/> OUTDRIVE | \$320.00 each | | \$ _____ | <input type="checkbox"/> MARINE TOILET | \$75 each Qty: _____ | \$ _____ |
| <input type="checkbox"/> OUTBOARD ENGINE | minimum (T&M) | | \$ _____ | <input type="checkbox"/> DRAIN WATER TANKS | \$45 each Qty: _____ | \$ _____ |
| <input type="checkbox"/> \$150; ≤40HP | <input type="checkbox"/> \$215; 2-Stroke | <input type="checkbox"/> \$420; 4-Stroke | \$ _____ | <input type="checkbox"/> BAIT WELL / FISH BOX | \$35 each Qty: _____ | \$ _____ |
| <input type="checkbox"/> DIESEL ENGINE | \$300.00 minimum (T&M) | | \$ _____ | <input type="checkbox"/> FRESH WATER INLET | \$35 each Qty: _____ | \$ _____ |
| <input type="checkbox"/> GENERATOR | \$150.00 minimum (T&M) | | \$ _____ | <input type="checkbox"/> PUMPS | \$25 each Qty: _____ | \$ _____ |
| <input type="checkbox"/> FRAME & COVER | See rate sheet. | Rate: _____ | \$ _____ | <input type="checkbox"/> A/C PUMP(S) | \$140 first, \$65 add'l Qty: _____ | \$ _____ |
| <input type="checkbox"/> LIFT SERVICES | See rate sheet. | Rate: _____ | \$ _____ | <input type="checkbox"/> HOT WATER HEATER | \$65 each Qty: _____ | \$ _____ |
| <input type="checkbox"/> MAST REMOVAL | See rate sheet. | Rate: _____ | \$ _____ | <input type="checkbox"/> OTHER | _____ | \$ _____ |
| | Mast Length: _____ | | \$ _____ | | | |

SERVICE SUBTOTAL \$ _____

ADDITIONAL WORK REQUIRED (T & M) HAUL/LAUNCH Between 12/8 and 3/10

MATERIALS ESTIMATE \$ _____

SUBTOTAL \$ _____

TAX (8.625%) \$ _____

TOTAL \$ _____

PAYMENT INFORMATION

Payment Authorized \$ _____ Payment Method: CASH CHECK WIRE / ACH

Name on Credit Card	Billing Address	City	State	Zip
Credit Card Number	Expiration Date	CVV#		

CUSTOMER SIGNATURE (Required)

The Tenant's acknowledges that the Landlord is hereby given a lien upon the Tenant's vessel to secure any and all space rental fees, repairs, parts and services rendered to, or supplied to the Tenant during the term of this Agreement. Any unit left in storage 120 days with a delinquent account balance shall be considered abandoned, may be removed from the property and offered for sale to cover space rental and other charges, including legal fees and collection costs.

I have read and agree to the terms below, and I agree to the above rental and will pay for the space(s) in advance.

Tenant Signature	Date
Marina Acknowledgement	Date

SERVICE AGREEMENT

October 15, 2020-May 15, 2021

Customer Name _____ Vessel Name _____ LOA _____

SPRING SERVICE REQUEST

Send an estimate.

- COMMISSION:** Engines Water Systems Other _____ \$ _____
- ANTIFOULING PAINT:** Hull (color _____) Lower unit I would like to receive the label Y N \$ _____
- CLEAN: Compound/Wax:** Sides / Topsides Deck Cockpit **Clean & Detail:** Cockpit Interior \$ _____
- ADDITIONAL MAINTENANCE SERVICES:**
 - SAIL:** Step Mast Engine Repairs Winches Stuffing Box Tune Rigging Other _____ \$ _____
 - POWER:** Raw Water Pump Risers/Elbows Exh. Manifolds Heat Exchangers Other _____ \$ _____

MATERIALS ESTIMATE \$ _____

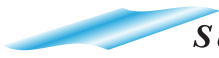
SPRING SERVICE SUBTOTAL \$ _____

I have read, agree to the terms, and I agree to pay for the materials and services provided by SEA, Inc. _____
Signature

TERMS OF SERVICE AGREEMENT

No Discharge is permitted into the waters of the Marina, Three Mile Harbor, or East Hampton. Marina violators may be evicted or prosecuted. Late charges of 2% per month will be added for balances unpaid over 30 days. In the event of non-payment, Collection Costs, including attorney's fees, will also be added. The Marina is authorized to haul and store any boat with a delinquent account at the owner's expense and rent said slip. A Mechanic's Lien is imposed by law on watercraft to secure incurred debts for storage, labor, repairs. Such encumbered watercraft may be offered for public sale to satisfy this indebtedness.

1. This Agreement is not transferable to any other person and pertains only to the named boat, unit or vehicle (hereafter referred to as the "Vessel"). "SEA" shall mean Seacoast Enterprises Associates, Incorporated and the facilities where it operates. The "Landlord" shall mean the corporation or person(s) that owns the facility operated by SEA. The word "Customer" is used to indicate the owner (or his or her authorized representative) of any Vessel serviced by SEA. No subletting allowed.
2. The Customer shall have his or her Vessel insured for complete marine coverage, including liability, and shall provide a copy of such policy and expiration date to SEA upon request. Hull liability coverage must be in place prior to hauling. The Customer shall be liable for damage caused to other Vessels in Landlord or SEA facilities and for damage caused to the structures or facilities of the Landlord or SEA, and the Customer hereby indemnifies SEA and the Landlord against all such damage.
3. All work and parts below the waterline are to be supplied by SEA. Labor and service charges shall be paid in accordance with the schedules published by SEA at *SEAincorp.com*.
4. **The Customer shall provide SEA with a set of main door/hatch keys or combination, and with ignition keys.** The Vessel will only be entered by SEA for periodic inspection, for service, or for an emergency. The Customer shall provide SEA with written permission for other person's use of the Vessel.
5. SEA is not responsible for excessive water in the bilge and/or items left on board. The Marina is responsible for removing plugs when the boat is hauled. When decommissioning, SEA will check and remove transom plugs only, removal of all other plugs are the responsibility of the owner, including installation of these same plugs by the owner in the spring. Batteries will be turned off and/or disconnected during storage.
6. SEA shall not be responsible or liable for delays in hauls, launches, winter storage decommission or spring commission due to weather or other incidents beyond its control. Requested dates are not firm commitments and are subject boat location (typically last-out, first-in) and work schedule. Owners must take responsibility for arranging scheduling services in advance. Boats without haul or launch dates may need to be moved into summer storage, at published rates for lift services and storage. SEA will not be responsible for schedule conflicts or for damages arising from late notification for hauls when there is a risk of freezing temperatures. Service rates for hauls scheduled 12/8-3/10 will carry a 25% "freezing fingers" surcharge.
7. SEA will honor the Warranty claims of its Dealerships. Except as provided in the manufacturer's warranty, the services are provided "as is". SEA disclaims all other warranties, express, implied or statutory. SEA shall not be liable to the Customer or any third party for any incidental, indirect, exemplary, special or consequential damages, under any circumstances.
8. Decommission of boats stored in the water is done on a time and materials basis only. SEA will not winterize the seacocks of boats in the water.
9. The Customer shall be responsible to pump out their vessel's holding tank prior to haul, and shall maintain their bilges in clean condition.
10. **SERVICE DESCRIPTIONS:**
 - a. **INBOARD ENGINE WINTERIZATION:** The technician flushes salt water cooling systems & introduces non-toxic antifreeze, checks fresh water cooling system and adds antifreeze as required, fogs engine, changes oil and filters (see additional price), adds stabilizer to fuel tanks, sprays with rust preventative and performs a general inspection. Parts, lubricants, antifreeze, oil, oil filters, etc. are extra. Changing the coolant in fresh water-cooled engines will carry extra charges for time and materials.
 - b. **OUTBOARD WINTERIZATION:** The technician follows factory recommendations for each engine, and in most cases, changes lubricants, runs stabilizer into the fuel systems, changes oil and filters (4-strokes only), adds fuel stabilizer to the fuel tanks, sprays with rust preventative, and performs an overall general inspection. Upon commission, spark plugs are replaced. All parts and materials are extra.
 - c. **OUTDRIVE WINTERIZATION:** The technician removes and services the unit, checks pump, gear mesh, performs a general inspection and reports on unit condition, changes oil and zincs. Replacement of unit will be billed on a time and material basis with engine commissioning. Parts and lubricants are extra.
 - d. **SAILDRIVE WINTERIZATION:** The technician services the unit, performs a general inspection, reports on unit condition, and changes gear lube. Materials extra.
 - e. **ENGINE AND OUTDRIVE WINTERIZATION:** All rates apply to engines and outdrives in RUNNING ORDER. Cleaning, painting, tune-up, repair, replacement of worn parts, prop reconditioning, battery charges for startup, etc., are extra.
 - f. **SEA recommends** that in a salt water environment, all risers, exhaust elbows and raw water pumps be changed every 3 years and all exhaust manifolds be replaced every 5 years.
 - g. **SPRING ENGINE AND OUTDRIVE COMMISSIONING IS PRICED ON A TIME AND MATERIALS BASIS.**
 - h. All boat yard services are subject to a 2% environmental compliance fee. Environmental recycling fees will be assessed for oil or diesel and gas fuels.
11. Rates do not include taxes, fees, or assessments. All services are subject to NY and Suffolk County Sales taxes. All charges must be paid prior to launch. All services are sold on a CASH basis. The sales receipt is the bill. Payment is due upon delivery of service and late charges will be added for balances outstanding.
12. SEA shall have a lien against the subject Vessel, its appurtenances and contents for any unpaid sums incurred by the Customer, and for damage caused by subject Vessel to any docks, property, or person of SEA or the Landlord.
13. This Agreement constitutes the entire Agreement between the parties and shall be binding upon their heirs, successors, and assigns. Alterations of this Agreement may not be made verbally and all revisions must be in writing.



SERVICE RATE SHEET

SERVICE LABOR RATES (rates listed are per hour and billed in 1/4 hour increments)

CLEAN & DETAIL	\$75.00		
CAPTAINS OR CREW	<i>Basic Crew: \$75.00</i>	<i>Advanced Crew: \$95.00</i>	<i>Captains: \$150.00</i>
GENERAL BOATYARD SERVICES	\$95.00		
SPECIALTY SERVICES	\$150.00: <i>Swage, Rig, Tune, Sail Installation, Line Splices</i>		
TECHNICIANS	\$150.00: <i>Gas & Diesel Engines, Transmissions, Running Gear, Electrical, Plumbing</i>		
SUBCONTRACTORS	Priced by the job: <i>Electronics, Fiberglass, Woodwork, Paint, Varnish, Welding</i>		

FLAT RATE LABOR RATES (rates listed are per ft LOA or LWL)

"LOA" describes the maximum length of the hull that includes all fittings, davits, bowsprits, swim platforms and engines in the storage position (tilted up or down), and when on a trailer, the length including the length of the trailer and vessel, "LOH" is the length of the hull, and "LWL" is the waterline length.

1. Pick up from sidetrack and launch (a,b,g)	\$8.20 / ft LOA
2. Pick up from sidetrack and load onto trailer (a,b,g)	\$9.00 / ft LOA
3. Haul and sidetrack or load onto trailer (a,b,g)	\$9.00 / ft LOA
4. Unload from trailer and launch or sidetrack (a,b,g)	\$9.70 / ft LOA
5. Haul and load onto customer trailer from launching ramp	\$95.00 / hour
6. Haul, inspect, and launch (a,b,g)	\$11.50 / ft LOA
7. Lift time, per hour (g)	\$95.00 / hour
8. Emergency haul (a,b,g)	1.5 x above rates
9. Pressure wash bottom (d,g)	\$5.50 / ft LWL
10. Step or un-step mast (c,g)	\$12.00 / ft of mast
11. Crane/Forklift charges	\$110.00 / occurrence
12. Paint bottom (e,f)	\$23.65 / ft LWL, materials included
13. Paint outdrive or lower unit	\$150.00 each, materials extra
14. Transport by customer trailer	\$95.00 / hour
15. Transport by S.E.A. trailer	\$150.00 / hour
16. Transport by S.E.A. boat	\$150.00 / hour, materials extra
16. Holding tank pump-out	\$100.00 minimum
17. Storage of boat, engine, or other item with completed service	See storage rate sheet

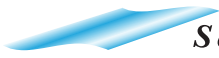
NOTES:

"LOA" describes the maximum length of the hull that includes all fittings, davits, bowsprits, swim platforms and engines in the storage position (tilted up or down), and when on a trailer, the length including the length of the trailer and vessel, "LOH" is length of the hull, and "LWL" is waterline length.

- a. \$1.50 / ft extra for vessels 26 ft & over (or requiring the use of the travel lift), \$95.00 extra for mast up.
- b. \$2.40 / ft extra for drafts 4 ft & over or beams 8 ft & over.
- c. \$150.00 extra for haul or step/unstep with furling jib or for backstay removal/re-attachment. Additional charges will incur on a time and materials basis for electrical connections & disconnections, or if rigging sails, boom, etc. must be removed or installed by the boat yard. Masts over 40' require crane charges.
- d. \$0.50/ft extra for drafts 4 ft & over and beams 8 ft & over. Additional charges for barnacle removal (time & materials).
- e. Additional preparation charges are assessed for boats not washed when hauled, if extensive caulking required or if extensive crazing, pitting, or rusting exists (includes bottom paints listed at approximately \$185 per gallon).
- f. \$1.30 / ft extra for drafts 4 ft & over or beams 8 ft & over, \$2.60 / ft extra for drafts 4 ft and over with beams 8 ft & over.
- g. 25% extra for period 12/10 through 3/10 (freezing factor), irrespective of global warming influences.
- h. All boatyard services are subject to a 2% environmental compliance fee. Environmental recycling fees will be assessed for disposal of oil or diesel (\$4.00 / gallon) and gas fuels (estimated \$10.00 / gallon or current rate).

TERMS:

1. Service agreements on any unit placed on the property are entirely at the Tenant's risk (and no bailment is created thereby).
2. Outside Contractors must be approved in writing and in advance, must keep current W-9 forms and proper insurance on file, and present all bills through the Seacoast Enterprises Associates Service Departments. To cover costs, outside contractors are subject to a 20% commission.
3. All rates are posted online and in the marina offices. Rates do not include taxes, fees, or assessments and are subject to change without notice. Flat rates are for average work. Unusual work, as determined by the service department, will be billed on a time and materials basis.
4. Sidetracks for reasons other than yard inspection or repair will be billed additionally per published storage rates.
5. All charges must be paid before launching. Slip charges start three (3) days after launch. Fuel, products, and services are sold on a CASH basis.
6. The sales receipt is your bill. Payment is due upon delivery of service. Late charges of 2%/month will be added for balances outstanding over 30 days. Any unit left in storage 120 days with a delinquent account balance shall be considered abandoned, may be removed from the property and offered for sale to cover space rental and other charges, including legal fees and collection costs.



WINTER STORAGE RATE SHEET

HAUL, STORAGE, LAUNCH 10/15 through 5/15: ALL PRICING = rate/ft x Length Over All (LOA)

Includes haul, block, storage and launch. "LOA" describes the maximum length of the hull that includes all fittings, davits, bowsprits, swim platforms and engines in the storage position (tilted up or down), and when on a trailer, the length including the length of the trailer and vessel, "LOH" is length of the hull, and "LWL" is waterline length. Pressure wash of the hull is additional: \$5.50/ft small and \$6.00/ft large (>4' draft or 8' beam) and is required for all boats that are hauled. For haul / launch between 12/8 and 3/10, add \$7.00 / ft LOA (see notes). Without prior arrangement, boats not staying in the marinas for the summer season must vacate wet storage by May15th or pay transient slip rental fees. No space heaters, light bulbs or other appliances are permitted while in storage. Wet slip electrical usage will be billed at current pricing.

Table with 2 columns: Item and Price. Items include Powerboats, Sailboats (mast down/up), Inside Storage (heated), Trailered Vessels, and Wet Storage.

OTHER ITEM SPACE RENTAL

Space rentals on land are fully accessible. Removals or installations are charged using T&M.

Table with 2 columns: Item and Price. Items include Small watercraft, Small boats, Trailers, Docks, Dock boxes, Moorings, and Vehicles.

SECURED ITEM STORAGE

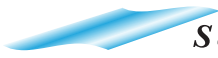
Storage is in a secured space. Removals or installations are charged using time & materials.

Table with 2 columns: Item and Price. Items include Bimini / Dodger tops, Electronic gear, Isinglass, Masts, Moorings, Outboards, Outboard tanks, Outdrives, Propellers, Sails, and Water skis.

SHRINK WRAP COVER INSTALLATIONS (per ft LOA & LOA is rounded up to the nearest ft)

Prices include materials A \$35.00 recycling fee will be assessed. For radar arches, T-tops, and sailboats with drafts <5' and mast down, add \$1.15/ft. For fly bridges, hard tops, or sailboats with drafts 5' & over and mast down, add \$2.30/ft. For sailboats with mast up, add \$4.25/ft. Estimates needed for boats in the water, for towers, and for boats with full towers. If the hull is painted or colored, the customer must specify whether the shrink wrap is to extend just beyond the rub rail or to the waterline. Removal of covers and tape residue is billed on a time and materials basis in the Spring.

Table with 2 columns: Length and Price. Lengths include <=18', 19' to 27', 28' to 36', and >=37'.



WINTER STORAGE RATE SHEET

LABOR RATES (rates listed are per hour and billed in 1/4 hour increments)

- CLEAN & DETAIL - \$75.00
CAPTAINS OR CREW - Basic Crew- \$75.00, Advanced Crew-\$95.00, Captains-\$150.00
GENERAL BOATYARD SERVICES - \$95.00
SPECIALTY SERVICES - \$150.00, Services to Swage, Rig, Tune, Install Sails, Splice Lines
TECHNICIANS - \$150.00, Gas & Diesel Engines, Transmissions, Running Gear, Electrical, Plumbing
SUBCONTRACTORS – Electronics, Fiberglass, Woodwork, Paint, Varnish, Welding – Priced by the job.

ENGINE DECOMMISSION (Time & Materials)

Winterization & Oil Change Labor

Table with 2 columns: Service and Price. Includes INBOARD GAS (\$450.00), INBOARD DIESEL ENGINES (\$300.00), GENERATORS (\$150.00), OUTDRIVES (\$310.00), SAILDRIVES (\$150.00), and OUTBOARDS (ranging from \$150.00 to \$420.00).

BOAT SYSTEMS DECOMMISSION

(Materials are additional. T&M will apply on certain vessels. Cleaning if required, is additional T&M)

Table with 2 columns: Service and Price. Includes Air Conditioners (\$140.00-1st Pump, \$65.00 additional), Holding Tanks / Mascarators (\$75.00 each), Hot Water Heaters (\$65.00 each), Hull Fresh Water Inlet (\$35.00 each), Ice Makers (\$60.00 each), Marine Toilets (\$75.00 each), Pumps (\$25.00 each), Dishwashers/Washing Machines (\$35.00 each), Drain Water Tank (\$45.00 each), Fish boxes, bait wells (\$35.00 each).

NOTES:

- a. ENGINE WINTERIZATION: The technician flushes salt water cooling systems & introduces non-toxic antifreeze...
b. OUTBOARD WINTERIZATION: The technician follows factory recommendations for each engine...
c. OUTDRIVE WINTERIZATION: The technician removes and services the unit, checks pump, gear mesh...
d. SAILDRIVE WINTERIZATION: The technician services the unit, performs a general inspection...
e. ENGINE AND OUTDRIVE WINTERIZATION: All rates apply to engines and outdrives in RUNNING ORDER...
f. SHRINK WRAP- The customer must specify if they have a painted or colored hull...
g. SPRING ENGINE, OUTDRIVE AND SAILDRIVE COMMISSION - priced on a time and materials basis.
h. All boat yard services are subject to a 2% environmental compliance fee...

TERMS:

- 1. Dry storage is accepted on the basis that the yard does all work below the waterline. Wet storage boats are accepted "out of commission" and "owner is the caretaker".
2. Outside Contractors must be approved, in writing, in advance. Outside contractors must provide proof of insurance...
3. All rates are posted online and in the marina offices. Rates do not include taxes, fees, or assessments...
4. All charges must be paid before launching. Slip charges start three (3) days after launch. Fuel, products, and services are sold on a CASH basis.
5. The sales receipt is your bill. Payment is due upon delivery of service. Late charges 2%/month will be added for balances outstanding for over 30 days...