

Seacoast Enterprises Associates, Inc.

Operating full-service marinas and boat yards in Three Mile Harbor, East Hampton, NY 11937

HARBOR MARINA: 423 Three Mile Harbor Hog Creek Road • (631) 324-5666 • THREE MILE HARBOR MARINA: 6 Boat Yard Road • (631) 324-1320
GARDINER'S MARINA: 35 Three Mile Harbor H.C. Road • HALSEY'S MARINA: 73 Three Mile Harbor H.C. Road
info@SEAINcorp.com • SEAINcorp.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 "Length Over All (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)		

2022 SERVICE AGREEMENT

Harbor Marina Three Mile Harbor Marina

LABOR RATES: General- \$110.00/hr. Technical (Engine, Electrical, Plumbing)- \$175.00/hr. Specialized- \$175.00/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 12/15-3/10. All services are subject to a 2% environmental compliance fee. Additional rates are online at SEAINcorp.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. \$7.00/ft <input type="checkbox"/> Lg. \$8.00/ft	\$ _____	<input type="checkbox"/> PUMP OUT HOLDING TANK	\$110.00 minimum (T&M)	\$ _____
<input type="checkbox"/> GAS INBOARD ENGINE	\$525.00 minimum (T&M)	\$ _____	<input type="checkbox"/> HOLDING TANK / MACERATOR	\$85 ea Qty: _____	\$ _____
<input type="checkbox"/> OUTDRIVE	\$375.00 each	\$ _____	<input type="checkbox"/> MARINE TOILET	\$85 each Qty: _____	\$ _____
<input type="checkbox"/> OUTBOARD ENGINE	minimum (T&M)		<input type="checkbox"/> DRAIN WATER TANKS	\$45 each Qty: _____	\$ _____
<input type="checkbox"/> \$175; ≤40HP <input type="checkbox"/> \$255; 2-Stroke <input type="checkbox"/> \$490; 4-Stroke		\$ _____	<input type="checkbox"/> BAIT WELL / FISH BOX	\$45 each Qty: _____	\$ _____
<input type="checkbox"/> DIESEL ENGINE	\$350.00 minimum (T&M)	\$ _____	<input type="checkbox"/> FRESH WATER INLET	\$45 each Qty: _____	\$ _____
<input type="checkbox"/> GENERATOR	\$175.00 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) \$175 first, \$70 add'l	Qty: _____	\$ _____
<input type="checkbox"/> LIFT SERVICES See rate sheet.	Rate: _____	\$ _____	<input type="checkbox"/> HOT WATER HEATER	\$85 each Qty: _____	\$ _____
<input type="checkbox"/> MAST REMOVAL See rate sheet.	Rate: _____	\$ _____	<input type="checkbox"/> OTHER _____		\$ _____
	MAst Length: _____	\$ _____			

SERVICE SUBTOTAL \$ _____

ADDITIONAL WORK (See also page 2) LATE HAUL/EARLY LAUNCH (12/15/2022-3/10/2023)

MATERIALS ESTIMATE \$ _____

SUBTOTAL \$ _____

TAX (8.625%) \$ _____

TOTAL \$ _____

PAYMENT INFORMATION

Payment Authorized \$ _____ Payment Method: CASH CHECK WIRE / ACH VISA MasterCard DISCOVER AMERICAN EXPRESS

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

CUSTOMER SIGNATURE (Required)

The Tenant 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, 2022-May 15, 2023

Customer Name _____ Vessel Name _____ LOA _____

SPRING SERVICE REQUEST

Send an estimate.

COMMISSION: Engines Water Systems Other _____ \$ _____

ANTIFOULING PAINT: BottomPaint _____ Underwater metals I would like to receive the label Y N \$ _____

CLEAN:

Compound/Wax: Hull (Sides) Topsides/Deck Cockpit \$ _____

Clean & Detail: Topsides/Deck 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 _____ \$ _____

NOTES: _____

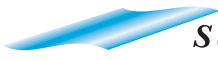
MATERIALS ESTIMATE \$ _____
SPRING SERVICE SUBTOTAL \$ _____

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.



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SERVICE RATE SHEET

Estimates are available upon request. Call for details

SERVICE LABOR RATES (rates listed are per hour and billed in ¼ hour increments with a ½ hour minimums)

CLEAN & DETAIL	\$85.00		
CAPTAINS OR CREW	Basic Crew: \$85.00	Advanced Crew: \$110.00	Captains: \$175.00
GENERAL BOATYARD SERVICES	\$110.00: Fiberglass, Woodwork, Paint, Varnish		
SPECIALTY SERVICES	\$175.00: Sail Installation, Rig, Tune, Line Splice, Swage, Gel Coat and Specialty Painting		
TECHNICIANS	\$175.00: Gas & Diesel Engines, Outdrives, Transmissions, Running Gear		
SPECIALTY TECHNICIANS	\$175.00: Electrical, Plumbing, Welding, Heat and Air Conditioning Systems		
SUBCONTRACTORS	Priced by the job: Electronics, Fiberglass, Woodwork, Paint, Varnish, Welding, Detailing		

FLAT RATE LABOR RATES (rates listed are per ft LOA or LWL , after rounding up to the nearest foot)

"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. "LWL" is the waterline length.

1. Pick up from Sidetrack, Launch (a,d)	\$11.00 / ft LOA
2. Pick up from Sidetrack, Load on Trailer (a,d)	\$11.00 / ft LOA
3. Haul and Sidetrack or Load on Trailer (a,d)	\$11.00 / ft LOA
4. Haul, Inspect, Launch (a,d)	\$14.00 / ft LOA
5. Haul, Load onto Customer Trailer at launching ramp	\$110.00 / hour
6. Unload Trailer and Launch or Sidetrack (a,d)	\$12.00 / ft LOA
7. Unload Trailer and Load Trailer (a,d)	\$17.00 / ft LOA
7. Lift time, per hour (d)	\$110.00 / hour
8. Emergency haul and services (a,d)	1.5 x normal rates
9. Pressurewash waterline and below (b,d)	\$7.00 / ft
10. Step or un-step mast (a,d)	\$15.00 / ft of mast
11. Crane charges (a)	\$140.00 / occurrence
12. Paint bottom (c,d)	\$29.00 / ft LWL, materials included
13. Paint outdrive or lower unit	\$190.00 minimum each, materials extra
14. Paint outboard bracket, underwater metals	\$85.00 minimum each, materials extra
15. Cleaning and Detailing, prices upon request	Flat rate and hourly
16. Transport by customer trailer	\$175.00 / hour, plus materials
17. Transport by S.E.A. boat or trailer	\$175.00 / hour, plus materials
18. Road Call outside 5-mile radius	\$50.00 minimum
19. Holding tank pump-out	\$110.00 minimum
20. Storage of boats, trailers, etc, upon completed services	Daily land or in-water rates after 7 days
21. Installation or Removal of Mooring (150-600 lbs)	\$400.00 each (repairs additional, T&M)

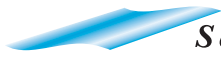
NOTES:

"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. Flat rates are for average work. 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 gasoline (estimated \$10.00 / gallon or current rate).

- Flat rates are for average work. Base rate applies to vessels under 26 ft, additional \$3.00 / ft for drafts 4 ft and over or beams 8 ft and over. Vessels 26' and over, of any draft or beam, \$5.00 / ft additional. More than 2 lift-straps, 2 hours per lift-strap used. \$110.00 extra for mast up. \$190.00 extra for haul or step / unstep with furling jib or for backstay removal/re-attachment. Masts over 40' require crane charges. Additional charges will incur on a time and materials basis for electrical connection & disconnection, or if rigging, sails, boom, etc. must be removed or installed. Additional charges for some transport trailers will be billed on a time and materials basis.
- Pressure washes \$1.00 / ft extra for drafts 4 ft & over or beams 8 ft & over. Additional charges for barnacle removal (time and materials).
- Additional preparation charges are assessed for boats not washed when hauled, if extensive caulking required or if extensive crazing, pitting, or rusting exists (includes bottomkote paints currently listed at \$165.00 per gallon). Painting for drafts 4 ft & over OR beams 8 ft & over, \$2.00 / ft extra. Painting for drafts 4 ft & over AND beams 8 ft & over, \$4.00 / ft extra.
- Additional charges of 25% for decommission or commission work and lift use scheduled between December 15 and March 10.

TERMS:

- Service and storage agreements on any unit placed on the property are entirely at the Tenant's risk (and no bailment is created thereby).
- 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.
- 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.
- Sidetracks for reasons other than previously arranged yard inspection, service or repair will be billed additionally per published storage rates.
- All charges are due upon launch or vessel removal. Slip charges start seven (7) days after launch. Fuel, products, and services are sold on a CASH basis.
- 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



WINTER STORAGE & SERVICES 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. Haul and launch for vessels over 50' may have additional charges. "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: \$7.00/ft small and \$8.00/ft large (>4' draft or 8' beam) and is required for all boats that are hauled. **For haul / launch between 12/15 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.

Powerboats	\$68.00/ft, \$1,224.00 (minimum 18')
Sailboats, mast down	\$68.00/ft, \$1,224.00 (minimum 18')
Sailboats, mast up	\$84.50/ft, \$1,521.00 (minimum 18')
Inside Storage	\$154.00/ft, \$2,464.00 (minimum 16')
Inside Storage, heated	\$165.00/ft, \$3,300.00 (minimum 20')
Trailerred Vessels	\$68.00/ft, \$1,224.00 (minimum 18')
Wet Storage	\$68.00/ft, \$2,720.00 (minimum pricing)

OTHER ITEM SPACE RENTAL

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

Docks or Small boats >13 ft (sunfish/tender) and jet skis/boats, per ft LOA	\$68.00
Dinghies less than 9 ft, each	\$415.00
Dinghies 9-13 ft, each	\$675.00
Small Watercraft (kayak, paddleboards), each	\$225.00
Miscellaneous Items stored outside (bicycles, standard dock boxes to 12 ft ²), each	\$225.00
Vehicles less than 14 ft/dual axle, each	\$385.00
Moorings, 150 -500 lbs each (additional for removals)	\$230.00
Trailers without boat; 15-26 ft/single axle \$475.00 each, 26-40 ft/dual axle \$695.00, 26-40 ft triple axle \$68.00/ft	

SECURED ITEM STORAGE

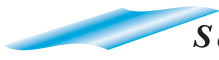
Storage is in a secured space. Removals or installations are charged using time & materials.

Bimini / Dodger tops (per piece)	\$110.00
Electronic gear (per item)	\$50.00
Isinglass / Carpets (per piece)	\$50.00
Masts (remove & store, per ft of mast)	\$21.15
Moorings- remove and store (each)	\$440.00
Outboards from 2-25 HP (each)	\$150.00
Outboard tanks- must be empty (each)	\$45.00
Outdrives (each)	\$150.00
Propellers- cleaning, reconditioning, painting extra (each)	\$30.00
Sails- storage only, removal & folding by T&M (per bag)	\$90.00
Water skis, wakeboards, & other small water toys (each)	\$65.00

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

Prices include materials. A \$40.00 recycling fee will be assessed. Radar arches, T-tops, and sailboats with drafts <5' and mast down, +\$1.20/ft. Fly bridges, hard tops, or sailboats with drafts 5'+ and mast down, +\$2.40/ft. Sailboats with mast up, +\$4.70/ft. Powerboats with towers, +\$6.00/ft. Estimates needed for boats in the water 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.

≤18'	= \$477.00
19' to 27'	= \$26.50/ft
28' to 36'	= \$29.00/ft
≥37'	= \$30.00/ft +\$55.00 recycling fee



WINTER STORAGE & SERVICES RATE SHEET

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

CLEAN & DETAIL	\$85.00		
CAPTAINS OR CREW	Basic Crew: \$85.00	Advanced Crew: \$110.00	Captains: \$175.00
GENERAL BOATYARD SERVICES	\$110.00: Fiberglass, Woodwork, Paint, Varnish		
SPECIALTY SERVICES	\$175.00: Sail Installation, Rig, Tune, Line Splice, Swage, Gel Coat and Specialty Painting		
TECHNICIANS	\$175.00: Gas & Diesel Engines, Outdrives, Transmissions, Running Gear		
SPECIALTY TECHNICIANS	\$175.00: Electrical, Plumbing, Welding, Heat and Air Conditioning Systems		
SUBCONTRACTORS	Priced by the job: Electronics, Fiberglass, Woodwork, Paint, Varnish, Welding, Detailing		

ENGINE DECOMMISSION (Winterization & Oil Change Labor, Time & Materials)

INBOARD GAS ENGINES:	\$525.00 minimum charge
INBOARD DIESEL ENGINES:	\$350.00 minimum charge
GENERATORS:	\$175.00 minimum charge
OUTDRIVES:	\$375.00 minimum charge
SAILDRIVES:	\$175.00 minimum charge
OUTBOARDS:	
≤40 HP, \$175.00 minimum charge	2-Stroke, \$255.00 minimum charge
	4-Stroke, \$490.00 minimum charge

BOAT SYSTEMS DECOMMISSION

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

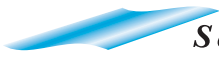
Air Conditioners - \$175.00-1st Pump, \$70.00 additional	Holding Tanks / Mascarators - \$85.00 each
Air Conditioning Units (Chilled Water) – T&M	Hot Water Heaters - \$85.00 each
Ballast Tanks - \$45.00 each	Hull Fresh Water Inlet - \$45.00 each
Battery Charge on Board - \$300.00	Ice Makers - \$60.00 each
Dishwashers /Washing Machines - \$45.00 each	Marine Toilets- \$85.00 each
Drain Water Tank - \$45.00 each	Pumps (bilge, fresh water, wash down, faucets showers, wipers, misters, etc.) - \$25.00 each
Fish boxes, bait wells - \$45.00 each	

NOTES:

- 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, 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. Batteries left on board will be turned off or disconnected.
- 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.
- 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. Materials are extra.
- SAILDRIVE WINTERIZATION: The technician services the unit, performs a general inspection, reports on unit condition, and changes gear lube. Parts and materials extra.
- 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.
- BATTERY SERVICE: All rates apply to batteries in good working condition. Based upon technician recommendations, battery service will include either a permanent connection from the vessel battery charger to an electrical source of 30 Amp or less, or a rotation schedule in which a technician will board the vessel and plug in the battery chargers as needed over the winter season. Vessels with drafts over 5 ft will have additional labor charges at current rates. Continuous electrical service will not be guaranteed.
- SHRINK WRAP- The customer must specify if they have a painted or colored hull and if it is to be covered to the waterline or to just below the rub rail. The marina is not responsible for any damages associated with shrink wrap abrasion to hulls, collapsed stanchions or storm damages. Removal of shrink wrap, including tape residue, will be billed on a time and materials basis.
- SPRING ENGINE, OUTDRIVE AND SAILDRIVE COMMISSION - priced on a time and materials basis.
- All boat yard services are subject to a 2% environmental compliance fee, with a minimum charge of \$7.00. Environmental recycling fees will be assessed for oil or diesel (\$5.00 / gal) and gas fuels (estimated at \$10.00 / gal or current rate). Hauls scheduled between 12/15 and 3/10 will be assessed a 25% "freezing factor" surcharge on labor.

TERMS:

- 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."
- Outside Contractors must be approved, in writing, in advance. Outside contractors must provide proof of insurance, present all bills through the Seacoast Enterprises Associates Service Departments and are subject to a 20% commission.
- 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 boat yard, will be billed on a time and materials basis. Sidetrack for reasons other than yard inspection or repair, will be billed additionally per published storage rates.
- 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.
- 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. 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.



TERMS OF AGREEMENT

No Discharge is permitted into the waters of the Marina; any violators may be evicted or prosecuted. A late charge 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 and/or repair. Such encumbered watercraft may be offered for public sale to satisfy this indebtedness.

- This Agreement is not transferable to any other person and pertains only to the named boat, trailer, dinghy, item or vehicle (hereafter referred to as the "Vessel"). The "Marina" shall mean the facilities and boat yards operated by Seacoast Enterprises Associates, Incorporated. The word "Tenant" is used to indicate the owner (or his or her authorized representative) of any Vessel moored, stored, or parked at the Marina. No subletting allowed. The "Landlord" shall mean the corporation or person(s) that owns the facility operated by Seacoast Enterprises Associates, Inc.
- The Marinas are a No Discharge Zone. No discharge or discarding of materials of any sort (other than clean, oil-free water) is permitted into the waters of the Marina, Three Mile Harbor or East Hampton. Any Vessel with a toilet shall have a holding tank and shall have the valve in the locked position and direct all effluent toward the holding tank. Marina violators of the No discharge zone may be evicted or prosecuted. The Tenant shall be responsible for pumping out their holding tanks and shall maintain their bilges in clean condition. In the event of a discharge or spill caused by the Tenant, the Tenant shall be liable for and shall indemnify the Marina and the Landlord for any cleanup costs, and for any fines or penalties, and the Marina may assess an additional fine of up to two thousand dollars (\$2,000.00).
- The Tenant 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 the Marina upon request. The Tenant shall be liable for damage caused to other Vessels in the Marina and for damage caused to the structures or facilities of the Marina, and the Tenant hereby indemnifies the Marina and the Landlord against all such damage.
- The Vessel will only be entered by the Marina for inspection, service, or emergency. Tenants in the Marina shall provide the Marina with the location and/or a set of main door, hatch keys or combination and with the ignition keys.
- The Tenant shall provide the Marina with written permission for any other person's use of their Vessel.
- It is understood and agreed that should the subject Vessel be offered for sale during the period of this contract, the Marina will have a listing, and if the Tenant so desires, will make said listing available to other brokers with the understanding that if the Vessel is sold, the Marina will participate in the brokerage fee to the extent that is customary in the trade and this brokerage fee shall be due and payable on delivery of the Vessel.
- The Tenant shall notify the Marina of all work to be done on the Tenant's Vessel and shall provide the Marina with the names of their preferred contractors prior to commencing any work on the Vessel. All Contractors shall contract and bill all work, including insurance claim work, warranty work, extended warranty work, and any other materials and labor through the Marina. The Marina may assess an administrative charge for any such work, and proof of insurance coverage shall be provided to the Marina prior to commencing the work.
- All contractors, service organizations, caterers, or individuals ("Contractors") are required to sign in at the Marina office upon commencing work at the Marina, and to sign out upon completion of their work. Contractors shall provide the Marina with a W-9, a Resale Certificate, a Certificate of Worker's Compensation, a Certificate of Liability Insurance coverage of no less than one million dollars (\$1,000,000) and sign the Marina's Subcontractor Agreement. No Contractor shall be permitted to undertake any work at the Marina or on Vessels at the Marina without the written approval of the Marina and such approval will not be granted unless the proper Certificates have been provided to the Marina and the Marina chooses not to undertake the work itself.
- Space rentals, storage, labor, and service charges shall be paid in accordance with the schedules and rates published by the Marina and posted in the Marina office. For all space rentals, the Tenant has unlimited access to the space and will supply their own property for dockage, such as fenders and dock lines.
- While the Marina, as a gratuitous service, intends to check lines, covers, etc., and will otherwise endeavor to safeguard the subject Vessel and its equipment from the elements and other dangers, it is specifically understood, and it is conceded by the Tenant, that the Marina shall not be responsible or liable for any damages or losses to or of the Vessel, its gear, or any equipment whatsoever. Space rental or storage is therefore accepted at the sole risk of the Tenant and the Tenant hereby releases the Marina and the Landlord from any and all claims of damage or liability.
- The Marina reserves the right to move the subject Vessel to a location other than the Tenant's assigned space. The Marina further reserves the right to request the Tenant to move the subject Vessel from the assigned space or mooring to a safer area during an emergency, as determined by the Marina. If, at such time, the subject Vessel is unattended, or if the Tenant cannot be reached, the Tenant hereby authorizes the Marina to take whatever steps it may deem necessary to protect subject Vessel, property, and general welfare, and the Tenant hereby agrees to indemnify and hold the Marina and the Landlord harmless from any liability, loss or damage caused by or to the subject Vessel which may arise out of or be occasioned by the failure of the Tenant to move the Vessel, the inability of the Marina to reach the Tenant, the movement of the Vessel by the Tenant or the Marina, or the Vessel remaining in the assigned space during this period. Work done to safeguard the Tenant's Vessel during such emergencies shall be billed at the Marina's published rates.
- All Vessels, unless secured in their assigned spaces in a manner acceptable to the Marina, shall be secured by Marina personnel. The Tenant hereby agrees to indemnify and hold the Marina and the Landlord harmless from any liability, loss or damage caused by or to the subject Vessel which may arise out of or be occasioned by the failure of the Tenant to properly secure their Vessel during this period. Work done to safeguard the Tenant's Vessel may be billed a service labor charge and materials charge at the Marina's published rates.
- When entering or leaving the Marina, Vessels must be under engine power.
- Dockside facilities include fresh water, electricity, and WIFI in the vicinity of the assigned space, unless otherwise noted. These shall be connected with the Tenant's own equipment and the Tenant is advised to label their property. Electricity is furnished in accordance with the Marina's published rates. Use of electricity without prior knowledge of the Marina is prohibited. The Marina does not guarantee continuity of electricity, fresh water, or WIFI services.
- Shoreside facilities include access to rest rooms, showers, recycling and garbage disposal, and at some Marinas, clubhouses, laundry, grills, and social areas. Showers are for the Tenants and their guests. Please keep them clean. Put only toilet paper in the toilets. Additional access charges for self-service areas will be assessed as per the current rate sheet. A key or keycode to the restrooms and showers is available to each Tenant. If necessary, keys will be available for a refundable cash deposit.
- Wherever practical, the Tenant is asked to purchase marine supplies from the two Marina Ships' Stores; marine parts and accessories are stocked expressly for the Tenant and the Marinas can order specialty items upon request.
- The Tenant and their guests shall conduct themselves in an orderly manner and observe good housekeeping practices so as not to create an annoyance, hazard, or nuisance to the Marina or to other tenants of the Marina. The use of torches or open flames is prohibited. Power tools, torches, inflammables, toxic removers, or heating equipment of any description and the use of electric outlets for power tools, battery chargers, air conditioners, freezers, refrigerators, heaters, stoves, etc. is prohibited without written agreement from the Marina.
- Laundry shall not be hung on boats, docks, or piers. Swimming, diving, and fishing are not permitted in the Marina or from the docks.
- Cleaning of fish should be done on the Vessel or at home and not on the docks. Please do not dispose of fish waste in the marina trash bins.
- Docks and walkways are to be kept clear. Items stored near a Vessel's slip are required to be in marine certified dock boxes that do not impede access. Vessel owners should store covers in their dock boxes or on board.
- Dinghy, kayak, SUP space rental is available at dinghy docks, on storage racks or within the confines of the Tenant slip. Additional charges will be assessed as per the current rate sheet. All items stored on location require written Agreements with the Marina.
- Pets are permitted and should be on a leash. Owners shall clean up properly after their pets by disposing of pet waste using bags placed into Marina trash receptacles.
- In as much as fuel is available from the Marina, there shall be no delivery of fuel to Vessels in the Marina without the prior written permission of the Marina and Landlord. Written permission shall only be provided after the signing of an "Fuel Delivery Agreement" between the Tenant, the Marina and Landlord, the fuel vendor, and the respective insurance companies.
- There will be no "live-aboards" allowed on any Vessel in dry storage at the Marina or boat yard.
- Prior to dry storage or haul, the Vessel Owner is responsible for stowing all gear prior to the haul out date. Items should be labeled with the Owner's full name and Vessel name.
- For Vessels and items remaining at the Marina beyond the terms of this agreement, the Tenant agrees that the pricing and terms of the initial contract will renew at the Marina's published pricing and terms until the Tenant removes their Vessel from the premises. The Tenant agrees to pay the Marina for their Vessel and its item's storage at the Marina or shall have their property subject to lien. The Marina shall have a lien against the subject Vessel, its appurtenances and contents for any unpaid sums incurred by the Tenant and guests, and for damage caused by subject Vessel to any docks, property, or person of the Marina or the Landlord.
- A late charge of 2% per month will be added for balances unpaid over 30 days. In the event of non-payment, Collection Costs, including Legal fees, will 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 and/or repair. The Marina shall have a lien against the subject Vessel, its appurtenances and contents for any unpaid sums incurred by the Tenant and guests, and for damage caused by subject Vessel to any docks, property, or person of the Marina or the Landlord. Such encumbered watercraft may be offered for public sale to satisfy this indebtedness.
- Seasonal Marina slip rental, dry rack and dry storage Agreements are contracted on a first come, first served basis and are non-refundable. However, if an Agreement has been contracted and extreme circumstances require that the seasonal slip rental contract be cancelled prior to 60 days after the start date of the Agreement, the Marina will attempt to resell the seasonal Agreement. If the Marina is successful, it may, at its sole discretion, be able to issue a prorated refund for the seasonal slip minus a 15% administrative fee. Agreements may not be cancelled and are non-refundable under any circumstances 60 days after the start date of the Agreement.
- Any violators of this Agreement may be evicted and/or prosecuted. The Marina reserves the right to evict, without prior notice, anyone who, in the Marina's judgment, creates a disturbance, a nuisance, or deliberately breaks any of the terms of this Agreement. No refund of fees will be made in the event of such an eviction.
- Upon the Tenant's infraction of the above rules and regulations of the Marina, the Marina reserves the right, at its option, to cancel this Agreement upon ten (10) days written notice to the Tenant and the Tenant shall forthwith remove their Vessel. No refund of fees will be made in the event of such a cancellation.
- 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.