

# 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@SEA-incorp.com • SEAincorp.com

## SUMMER DRY STORAGE AGREEMENT

May 15, 2023 to October 15, 2023

### CUSTOMER/TENANT INFORMATION

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

### STORAGE ITEM INFORMATION

This is an agreement to rent space (and no bailment is created thereby) on which is to be placed, entirely at the Tenant's risk, the following type of unit:

|                          |                        |  |                     |             |      |       |
|--------------------------|------------------------|--|---------------------|-------------|------|-------|
| Vessel Name              | Vessel Year/Make/Model | Registration# / HIN #                            | LOA                 | Storage LOA | Beam | Draft |
| Engine Year/Make/Model   | Trailer Make/Model     | SEA Tag #  | LOA Boat on Trailer |             |      |       |
| Other Item (Description) | SEA Tag #              | INSURANCE: Company, policy number & renewal date |                     |             |      |       |

### STORAGE AGREEMENT (Prices calculated by Storage Length Over All (Storage LOA), rounded up to the nearest foot)\*

#### VESSEL, OUTSIDE STORAGE (18' minimum)

- Motor Vessel; \$68.00/ft \$ \_\_\_\_\_ \*
- Sailing Vessel (w/out mast); \$68.00/ft \$ \_\_\_\_\_ \*
- Sailing Vessel (mast up); \$84.50/ft \$ \_\_\_\_\_ \*
- Trailered Vessel / Dock / Other \_\_\_\_\_ \$68.00/ft \$ \_\_\_\_\_

#### OTHER ITEM SPACE RENTAL Charges are for space rentals on land and are fully accessible. Removals or installations are charged on a time & materials basis.

- Small portable watercraft (dinghies to 8', kayaks, paddleboards, canoes, sunfish); \$250.00 each \$ \_\_\_\_\_
- Small boats (dinghies over 8'); \$68.00/ft \$ \_\_\_\_\_
- Trailers (w/out boat, 15'- 25'); \$475.00 each \$ \_\_\_\_\_
- Trailers (w/out boat, 26'- 40'); \$695.00 each \$ \_\_\_\_\_
- Moorings (150-500 lbs.); \$220.00 each \$ \_\_\_\_\_
- Dockboxes; \$250.00 each \$ \_\_\_\_\_
- Inflatables & other water toys, etc.; \$30.00/month \$ \_\_\_\_\_

#### VESSEL, INSIDE STORAGE (18' minimum)

- Motor and Sailing Vessels; \$154.00/ft \$ \_\_\_\_\_ \*

#### SECURED ITEM STORAGE Labor to remove or install items by marina personnel may be subject to charges on a time & materials basis, per current rates.

- Biminis / Dodgers / Covers; \$110.00 per piece \$ \_\_\_\_\_ \*
- Electronics/Batteries; \$50.00 per item \$ \_\_\_\_\_ \*
- Isinglass; \$50.00 per piece \$ \_\_\_\_\_ \*
- Masts; \$4.50 per foot of mast \$ \_\_\_\_\_ \*
- Outboards (1-25 HP) & Outdrives; \$150.00 each \$ \_\_\_\_\_ \*
- Outboard tanks (must be empty); \$45.00 each \$ \_\_\_\_\_ \*
- Outriggers (Small), Push Poles; \$150.00 per set \$ \_\_\_\_\_ \*
- Outriggers (Large); \$300.00 per set \$ \_\_\_\_\_ \*
- Propellers; \$30.00 each \$ \_\_\_\_\_ \*
- Sails (remove & fold; T&M); \$90.00 per bag \$ \_\_\_\_\_ \*
- Water toys, bikes, etc.; \$110.00 per piece \$ \_\_\_\_\_ \*

STORAGE LOCATION: \_\_\_\_\_ **SUBTOTAL \$** \_\_\_\_\_

NOTES: \_\_\_\_\_ **NYS Tax (8.625%) \$** \_\_\_\_\_

\* Denote taxable Items. Shorter time periods will be prorated. Electric uses per published rates. **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# |       |     |

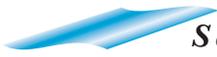
### CUSTOMER SIGNATURE (Required)

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 \_\_\_\_\_



## 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.