



# POWERBOAT STORAGE AGREEMENT

OCTOBER 15, 2019- MAY 15, 2020

This form consists of 4 pages. Please review it thoroughly and fill it out completely.

## 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	Storage LOA	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)			

## CUSTOMER REQUEST & AUTHORIZATION

- I authorize an annual agreement in which Seacoast Enterprises Associates will "do the same as last year" for:
  - Winter Storage     Winter Services     Spring Services     2020 Dockage     2020 Dry Rack
- I authorize Seacoast Enterprises Associates to complete the detailed storage and service requests specified on the following pages for storage, winter and spring services only.
- 3. Storage Location:**     Three Mile Harbor Marina     Harbor Marina
- 4. Requested Haul Date:** \_\_\_\_\_ **Requested Launch Date:** \_\_\_\_\_

Customers are responsible for confirming schedules. Requested dates are not firm commitments and are subject to weather, boat location, and work schedule. Vessels without launch dates may need to be moved into other location(s) in the boat yard at published rates.

## 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 \_\_\_\_\_

**STORAGE & SERVICE AGREEMENT / POWERBOAT**

**October 15, 2019 - May 15, 2020**

Customer Name \_\_\_\_\_ Vessel Name \_\_\_\_\_ Storage LOA \_\_\_\_\_ LWL \_\_\_\_\_

**I. VESSEL STORAGE / RENTAL AGREEMENT** Storage pricing includes haul, block, storage, and launch. Pressure wash additional.

DESCRIPTION	PRICE	TAX (8.625%)	EXT. PRICE
<input type="checkbox"/> VESSEL, Outside	\$54.00/ft LOA, \$972.00 minimum (18')	_____	\$ _____
<input type="checkbox"/> VESSEL, Inside	<input type="checkbox"/> \$110.00/ft LOA, \$1,760.00 minimum (16')	_____	\$ _____
	<input type="checkbox"/> \$120.00/ft LOA, heated, \$2,400.00 minimum (20')	_____	\$ _____
<input type="checkbox"/> VESSEL ON TRAILER (No-Tax)	\$54.00/ft LOA, \$972.00 minimum (18')	_____	\$ _____
			<b>SUBTOTAL</b> \$ _____
			<b>ADJUSTMENT</b> _____ \$ _____
<b>I. STORAGE TOTAL (Due with contract)</b>			\$ _____

**II. FALL SERVICE AGREEMENT**

**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. Pressure wash is required for all boats hauled. Rates are online at SEAINCOP.com.

DESCRIPTION	PRICE	QTY	EST. PRICE
<b>WINTERIZE &amp; SERVICE</b>			
<input type="checkbox"/> PRESSURE WASH	<input type="checkbox"/> Small \$5.50/ft <input type="checkbox"/> Large \$6.00/ft	_____	\$ _____
<input type="checkbox"/> DIESEL ENGINE	\$300.00 minimum labor (final pricing reflects T&M)	_____	\$ _____
<input type="checkbox"/> GAS ENGINE	\$450.00 minimum labor (final pricing reflects T&M)	_____	\$ _____
<input type="checkbox"/> OUTBOARD ENGINE minimums (T&M)	<input type="checkbox"/> \$150;<40HP <input type="checkbox"/> \$215; 2-Stroke>40HP <input type="checkbox"/> \$420;4-Stroke	_____	\$ _____
<input type="checkbox"/> OUTDRIVE	\$320.00 minimum labor (final pricing reflects T&M)	_____	\$ _____
<input type="checkbox"/> GENERATOR	\$150.00 minimum labor (final pricing reflects T&M)	_____	\$ _____
<input type="checkbox"/> BATTERY(S)	Charge on Board: \$125.00 total	_____	\$ _____
<input type="checkbox"/> GENERAL LABOR ESTIMATE	\$95.00 per hour	_____	\$ _____
<input type="checkbox"/> MATERIALS ESTIMATE	NOTES: _____	_____	\$ _____

**WINTERIZE WATER SYSTEMS** T&M on specific vessels. Minimum labor (final pricing reflects T&M)

<input type="checkbox"/> PUMP OUT HOLDING TANK	\$98.00 minimum (T&M)	_____	\$ _____
<input type="checkbox"/> MARINE TOILETS / HOLDING TANK / MACERATOR	\$75.00 each	_____	\$ _____
<input type="checkbox"/> A/C PUMP(S)	\$140.00 first, \$65.00 add'l	_____	\$ _____
<input type="checkbox"/> DRAIN WATER TANKS / BALLAST TANKS	\$45.00 each	_____	\$ _____
<input type="checkbox"/> HOT WATER HEATER	\$65.00 each	_____	\$ _____
<input type="checkbox"/> DISHWASHERS / WASHING MACHINES	\$35.00 each	_____	\$ _____
<input type="checkbox"/> DOCKSIDE FRESH WATER INLET	\$35.00 each	_____	\$ _____
<input type="checkbox"/> FISH BOXES / BAIT WELLS	\$35.00 each	_____	\$ _____
<input type="checkbox"/> PUMPS (faucets shower, wash down, refrigerator, fresh water, bilge...)	\$25.00 each	_____	\$ _____
<input type="checkbox"/> OTHER:	_____	_____	\$ _____
<input type="checkbox"/> MATERIALS ESTIMATE	NOTES: _____	_____	\$ _____

**FRAME & COVER / SHRINK WRAP** Prices do not include a minimum \$35.00 recycling fee. For painted or colored hulls, please specify if SEA should shrink wrap to the rubrail or waterline. The marina is not responsible for damages associated with shrink wrap abraision to hulls, collapsed stanchions or any storm damages. Removal of covers, including tape residue will be billed on a time & materials basis upon commissioning.

<input type="checkbox"/> Up to 27'	\$21.50/ft Storage LOA, \$390.00 minimum (18')	_____	recycling fee: _____	\$ _____
<input type="checkbox"/> 28'-36'	\$24.25/ft Storage LOA	_____	recycling fee: _____	\$ _____
<input type="checkbox"/> 37'+	\$25.25/ft Storage LOA (\$55.00 recycling fee)	_____	recycling fee: _____	\$ _____
<input type="checkbox"/> Radar Arches/T-tops: +\$1.15/ft <input type="checkbox"/> Flybridges/Hardtops: + \$2.30/ft	_____	_____	_____	\$ _____
<input type="checkbox"/> Painted or Colored Hull? <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Cover to Rub Rail <input type="checkbox"/> Cover to Waterline	_____	_____	_____	\$ _____

<b>NOTES:</b>			<b>SUBTOTAL</b>	\$ _____
			<b>TAX (8.625%)</b>	\$ _____
			<b>II. SERVICE TOTAL</b>	\$ _____

**III. AUXILIARY ITEMS STORAGE / SPACE RENTAL AGREEMENT** Pricing includes removal and storage.

DESCRIPTION	PRICE	QTY	EST. PRICE
<input type="checkbox"/> BIMINI / COVER	\$110.00/piece	_____	\$ _____
<input type="checkbox"/> ISINGLASS	\$50.00/piece	_____	\$ _____
<input type="checkbox"/> ELECTRONICS	\$50.00/item	_____	\$ _____
<input type="checkbox"/> OUTBOARD (2 HP-15 HP)	\$120.00 each	_____	\$ _____
<input type="checkbox"/> OUTDRIVE	\$120.00 each	_____	\$ _____
<input type="checkbox"/> PROPELLER	\$28.00 each	_____	\$ _____
<input type="checkbox"/> OUTBOARD TANK(S)	\$45.00 each	_____	\$ _____
<input type="checkbox"/> OUTRIGGERS	<input type="checkbox"/> \$150.00, Sm/pair <input type="checkbox"/> \$300.00, Lg/pair	_____	\$ _____
<input type="checkbox"/> DINGHY (<9 ft) / KAYAK / BIKE / SUP	\$150.00 each	_____	\$ _____
<input type="checkbox"/> DOCK BOX SPACE RENTAL	\$30.00/ft <sup>2</sup>	_____ ft <sup>2</sup>	\$ _____
<input type="checkbox"/> MOORING, Remove & Store (to 500 lbs)	\$350.00 each	_____	\$ _____
<input type="checkbox"/> OTHER ITEMS _____	_____	_____	\$ _____

<b>NOTES:</b>			<b>AUX. ITEM STORAGE SUBTOTAL</b>	\$ _____
			<b>TAX (8.625%)</b>	\$ _____
			<b>III. AUX. ITEM STORAGE TOTAL</b>	\$ _____
			<b>PAGE 2 TOTAL (I + II + III)</b>	\$ _____

Customer Initials \_\_\_\_\_

**ANNUAL STORAGE & DOCKAGE AGREEMENT / POWERBOAT** **October 15, 2019-October 15, 2020**

Customer Name \_\_\_\_\_ Vessel Name \_\_\_\_\_ LOA \_\_\_\_\_ LWL \_\_\_\_\_

**2020 BOATING SEASON SPACE** (All pricing is calculated based on LOA- Length Over All) **MAY 15 - OCT. 15, 2020**

MARINA CHOICE	PRICE	TAX (8.625%)	EXT. PRICE
<input type="checkbox"/> HARBOR MARINA \$285.00/ft LOA	_____	_____	\$ _____
<input type="checkbox"/> HARBOR MARINA DRY RACK \$225.00/ft LOA	_____	_____	\$ _____
<input type="checkbox"/> GARDINER'S MARINA <input type="checkbox"/> 20'-59'; \$180.00/ft LOA <input type="checkbox"/> 60'-120'; \$205.00/ft LOA	_____	_____	\$ _____
<input type="checkbox"/> THREE MILE HARBOR MARINA <input type="checkbox"/> \$180.00/ft LOA <input type="checkbox"/> Outer Slips; \$195.00/ft	_____	_____	\$ _____
<input type="checkbox"/> HALSEYS MARINA <input type="checkbox"/> \$230.00/ft LOA <input type="checkbox"/> Outer/Bulkhead Slips* _____ (*please call)	_____	_____	\$ _____

**ADDITIONAL CHARGES** (To be billed in 2020, facilities fees are for marina tenants on board over 4 nights per week or on a mooring.)

<input type="checkbox"/> ELECTRIC <input type="checkbox"/> 30 AMP; \$370.00 <input type="checkbox"/> 50 or 2x30 AMP; \$875.00 <input type="checkbox"/> 2x50 AMP; \$2,500.00	_____	_____	_____
<input type="checkbox"/> DINGHY / TENDER SPACE RENTAL \$225.00 (<9')	_____	_____	_____
<input type="checkbox"/> FACILITIES FEE (for marina tenants) <input type="checkbox"/> \$500.00 per season <input type="checkbox"/> \$125.00 per month	_____	_____	_____ mo
<input type="checkbox"/> FACILITIES FEE (for tenants on moorings) <input type="checkbox"/> \$1,250.00 per season <input type="checkbox"/> \$300 per month	_____	_____	_____ mo
<input type="checkbox"/> DOCK BOX SPACE RENTAL \$30.00/ft <sup>2</sup>	_____	_____	_____ ft <sup>2</sup>
<input type="checkbox"/> TRAILER SPACE RENTAL <input type="checkbox"/> \$400.00 (15'-25') <input type="checkbox"/> \$595.00 (26'-40')	_____	_____	_____
<input type="checkbox"/> ADDITIONAL VEHICLE SPACE RENTAL \$350.00 (<14')	_____	_____	_____

NOTES: **SUBTOTAL** \$ \_\_\_\_\_  
**ADJUSTMENT** \_\_\_\_\_ \$ \_\_\_\_\_  
**DOCKAGE / DRY RACK TOTAL** (Due with contract) \$ \_\_\_\_\_

**2020 SPRING SERVICE REQUEST**  Send an estimate.

COMMISSION:  Engines  Water Systems  NEW CUSTOMER  
 ANTIFOULING PAINT:  Hull (color \_\_\_\_\_) I would like to receive the label  Y  N  
 CLEAN: Compound & Wax:  Sides / Topside  Deck  Cockpit **Clean & Detail:**  Cockpit  Interior  
 SERVICE:  Raw Water Pump  Exhaust Elbow  Manifolds  
**OTHER REQUESTS:** \_\_\_\_\_

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

**TERMS OF STORAGE 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.

- 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.
- 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.
- 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](http://SEAincorp.com).
- 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.
- 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.
- 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.
- 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.
- 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.
- The Customer shall be responsible to pump out their vessel's holding tank prior to haul, and shall maintain their bilges in clean condition.
- SERVICE DESCRIPTIONS:**
  - 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.
  - 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. Parts and lubricants are extra.
  - SAILDRIVE WINTERIZATION:** The technician services the unit, performs a general inspection, reports on unit condition, and changes gear lube. 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.
  - 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.
  - SPRING ENGINE AND OUTDRIVE COMMISSIONING IS PRICED ON A TIME AND MATERIALS BASIS.**
  - 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.
- 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.
- 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.
- 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.

## TERMS OF AGREEMENT

*No Discharge is permitted into the waters of the Marina, Three Mile Harbor, or East Hampton. Marina 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.*

1. 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 Seacoast Enterprises Associates, Incorporated and the facilities, including any boat yards it operates. The "Landlord" shall mean the corporation or person(s) that owns the facility operated by the Marina or boat yard. 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.
2. 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.
3. The Tenant shall provide the Marina with the location and/or a set of main door/hatch keys or combination, and with ignition keys. The Vessel will only be entered by the Marina for periodic inspection, for service, or for an emergency. The Tenant shall provide the Marina with written permission for other person's use of the Vessel.
4. In as much as the Marina agrees that it will not knowingly allow boarding of the Vessel by other than the Marina or the Tenant's known representatives without written permission of the Tenant, 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.
5. 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.
6. 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, and a Certificate of Liability Insurance coverage of no less than one million dollars (\$1,000,000). No Contractors 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.
7. 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 may supply their own physical facilities or devices. 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 subsequent published pricing and terms until the Tenant decides to launch or remove their Vessel. The tenant agrees to pay the Marina for their Vessel and its items storage at the Marina or find their property subject to lien.
8. 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.
9. 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 orally and all revisions must be in writing.
10. 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.
11. 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.
12. 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 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.
13. All Vessels, unless secured in their assigned spaces in a manner acceptable to the Marina, shall be secured by Marina personnel, and a service labor charge and materials charge may be assessed.
14. The Marina is 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. Any Vessel with a toilet shall have a holding tank and shall have the valve locked in position toward the holding tank. 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).
15. 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 labeled equipment. 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.
16. Shoreside facilities include, at some Marinas, showers, laundry, recycling and garbage disposal, grills, and social areas. Restrooms and showers are located in the clubhouse or at the Marina. Showers are for the Tenants and their guests. Please keep them clean. 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. Put only toilet paper in the toilet.
17. Wherever practical, the Tenant is asked to purchase marine supplies from the Marina ships' stores; marine parts and accessories are stocked expressly for the Tenant and the Marina can order specialty items upon request.
18. 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."
19. The Tenant and guests shall conduct themselves in an orderly manner and observe good house keeping practices so as not to create an annoyance, hazard, or nuisance to the Marina or to other tenants of the Marina.
20. The use of torches or open flame is prohibited at all times. 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.
21. Laundry shall not be hung on boats, docks, or piers. Swimming, diving, and fishing are not permitted from the docks. Cleaning of fish should be done on the Vessel or at home and not on the docks.
22. 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 exceed one third of the dock width. Vessel owners should store covers in their dock boxes or on board.
23. Dinghy, kayak, SUP space rental is available at dinghy docks, on the storage racks or within the confines of the slip. Additional charges will be assessed as per the current rate sheet. All items stored on location require written contracts with the Marina.
24. Pets are permitted and should be on a leash. Owners shall clean up properly after their pets by disposing of waste using doggie bags into Marina trash receptacles.
25. The Tenant shall notify the Marina at least 24 hours in advance when their Vessel will be out of the assigned space for more than 48 hours, and when the Vessel arrives and departs for the season. The Marina shall have the option to lease the space for other purposes during this period. No sub-leasing of space or transfer of space by the Tenant shall be allowed without written permission of the Marina.
26. When entering or leaving the Marina, Vessels must be under engine power.
27. 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.
28. Seasonal slip contracts are sold on a first come, first served basis and are non-refundable. However, if a slip has been contracted and extreme circumstances require that the slip contract be cancelled, the Marina will make every attempt to resell the seasonal contract. If the Marina is successful, it will issue a prorated refund for the seasonal slip minus a 15% administrative fee.
29. No live-aboards allowed on any Vessel in dry storage at the Marina or Boat Yard.
30. 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.