423 Three Mile Harbor H.Creek Rd, East Hampton, NY 11937 • T (631) 324-5666 • T (631) 324-1320 • Reservations@SEA-incorp.com

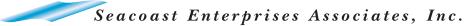
TRANSIENT RESERVATION

Notes:

SEAincorp.com

			0 <u>=</u> ,00. p.00
GUEST			
Name	Street Address	City	State Zip
		•	·
Cell Phone	Home/Office Phone	Email	
VESSEL - LOA inclu	udes bow sprints, davits and engines	up, etc.	
This is an agreement to ren	t space (and no bailment is created thereby) on	which is to be placed, entirely at the Ten	ant's risk, the following type of unit:
Vessel Name	LOA Beam Draft	Vessel Year/Make/ Model E	Ingine Year/Make/Model
Powerboat	Sailboat Other Electric	c: 30 Amp 2x30 Amp	50 Amp 2x50 Amp
TRAVEL REQUES	т		
Harbor Marina	Halsey's Marina Gardiner's Marina	a Three Mile Harbor Marina	Mooring Land Storage
Arrival Date Arrival Day	Departure Date Departure Day	(Checkout time: 11:00 AM) Number of Nig	AM PM hts ETA
		,	,
Special Requests			
PAYMENT - Dock	age rates on next page, storage ra	tes on SEA Summer Dry Sto	rage form.
Payment Method: Note: The information exchang please speak with our reservati	ed on this form is not encrypted. If you would like to pa	Othe	
Name on Card	Billing Address	City	State Zip
Credit Card Number		Expiration Date	CVV#
RESERVATION CO	ONFIRMATION		
	to the terms below and I agree to the above re	ntal and will pay for the space(s) in adv	ance.
Guest Signature	ature Date		
Seacoast Enterprises Asso	ciates, Inc. Acknowledgement	Dat	re
Harbor Marina 41 Gann Rd East Hampton, NY 1198 631-324-5666	Halsey's Marina 73 Three Mile Harbor H.C. Rd East Hampton, NY 11937 631-324-5666	Gardiner's Marina 35 Three Mile Harbor H.C. Rd East Hampton, NY 11937 631-324-5666	Three Mile Harbor Marina 6 Boat Yard Rd East Hampton, NY 11937 631-324-1320
	MONITORING V	HF CHANNEL 9	
FOR OFFICE USE			
		11 (0)	
LOA	x Rate \$ x Le		
	+ Electric Rate \$ x Le		
	Addition	nal Charges (ice, laundry, etc.) = \$ _	
		TOTAL =	

Payment received



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RATES (Prices calculated by length over all (LOA*), rounded up to the nearest foot)

*LOA Definition: Length Over All includes all projections from the hull, front and back, engines up and may differ from the vessel manufacturer's model or online description.



DOCKAGE All terms and cancellation policies are defined below.

	OFF-PEAK SEASON SEPT 16 - JUNE 14	PEAK SEASON JUNE 15 - SEPT 15 <u>Thursday to Sunday</u>	PEAK SEASON JUNE 15 - SEPT 15 Monday to Wednesday
Nightly	\$5.50 / ft LOA	\$7.90 / ft LOA	\$6.50 / ft LOA
Weekly (7 days)	\$32.90 / ft LOA	\$47.00 / ft LOA	_
Monthly (31 days)			
Harbor Marina	\$82.50 / ft LOA	\$176.00 / ft LOA	_
Halsey's Marina	\$82.50 / ft LOA	\$176.00 / ft LOA	_
Gardiner's Marina	\$82.50 / ft LOA	\$176.00 / ft LOA	_
Three Mile Harbor Marina	\$82.50 / ft LOA	\$176.00 / ft LOA	_

After-hours arrivals: An additional charge of \$85.00 applies to vessels that arrive after hours (hours are posted online).

DOCK 'N DINE AT HARBOR MARINA & HOURLY RATES

Please make arrangements in advance by calling 631-324-5666 and select option '2' for the Harbor Marina Reservationist or Dock Master. Availability is on a first come, first served basis. Dockage over 3 hours is calculated at the daily rate. Dock 'n Dine includes a second hour at no additional charge. All vessels are subject to a \$60.00 minimum charge during peak season and a \$40.00 minimum charge Monday to Wednesday and off-peak season.

Hourly	\$2.40/ft LOA	\$3.65/ft LOA	\$2.40/ft LOA
Dinghy Parking (daily minimum) 8 ft. or less	\$20.00	\$25.00	\$25.00
9-15 ft.	\$25.00	\$30.00	\$30.00

MOORINGS

Pricing is for 24 hours, per vessel. Check out times at 11AM. Contact the Reservationist or Dock Master for GPS locations (631-324-5666). Mooring customers will have complimentary access at Three Mile Harbor Marina (631-324-1320) to the dinghy dock and use of the shore side facilities, including bathrooms, showers, and the clubhouse. Laundry access is granted for additional fee of \$10.00 per day. Disposal fees for trash are \$5.00/small (13 gallon) bags, or \$15.00/larger bags.

Storm Wind Considerations: There are no moorings available during winds of tropical storm speeds and higher. When winds are predicted to be 20 knots or greater, no moorings will be available to vessels over 50 feet or to anyone that rafts their vessels.

Nightly	N	ig	h	tl	y
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Vessels of 49' and under	\$75.00	\$95.00	\$75.00
Vessels of 50' and over	\$95.00	\$135.00	\$95.00
Weekly (7 days)			
Vessels of 49' and under	\$440.00	\$585.00	
Vessels of 50' and over	\$580.00	\$825.00	

ELECTRICAL CONNECTION

	HOURLY	NIGHTLY	WEEKLY	MONTHLY
- 30 Amp	\$5.00	\$15.00	\$75.00	\$125.00
- 50 Amp or Dual 30 Amp	\$10.00	\$25.00	\$125.00	\$250.00
- Dual 50 Amp	\$20.00	\$50.00	\$250.00	\$500.00

PARKING

For vehicles of visitors without dockage, excluding temporary guests of marina seasonal tenants or restaurant patrons. Please refer to the SEA Summer Dry Storage form for long term parking and pricing. Vehicles other than Classes 1, 2 or 3 will be charged by their Length Over All (LOA).

Automobile Parking

\$20.00 per vehicle daily

Summer Vessel on Trailer, Large Vehicle and Truck Space Rentals - LOA is calculated as the Length Over All including vehicle and trailer ends and boat with engines in their storage position. Please request an SEA sticker for trailers. Large Vehicles are defined as having more than 2 axles.

DAILY

WEEKLY

MONTHLY

 Space Rental
 BAILY
 WEEKLY
 MONTHLY

 \$3.50/Ft LOA
 \$20.00/Ft LOA
 \$30.00/Ft LOA

NOTES AND TERMS

- 1. HOLIDAYS: Memorial Day Weekend, Fourth of July Week(s), Three Mile Harbor Fireworks Weekend, Labor Day Weekend. Weekends include Friday, Saturday, and Sunday nights.
- GROUPS of 3 or more vessels: Please confirm dates at least 30 days in advance or as soon as possible.
- 3. Checkout time is 11:00 AM. Boats or property not removed by the departure date will be charged rent on a daily basis in accordance with the current rate sheet. If the amount due to the Marina under this agreement is given to an attorney for collection, the boat owner agrees to pay attorney's fees.
- 4. All Marinas operated by Seacoast Enterprises Associates, Inc. are designated No Discharge Zones.
- 5. For safety reasons, dinghies are not permitted on docks or walkways and must fit within the confines of the assigned slip or be tied at the marina's dinghy dock for an additional fee.
- 6. All pets owners must adhere to East Hampton Town Pooper Scooper Laws.

CANCELLATION POLICY

- 1. All dockage reservations will be processed by Seacoast Enterprises Associates, Inc. (SEAincorp.com) for payment-in-full upon receipt of the reservation either by telephone, fax, email or reservation booking services (eg. Dockwa).
- 2. All reservations cancelled outside a 24-hour window of the date of the reservation are redeemable for a full 100% credit towards another stay at any one of the Marina properties managed by Seacoast Enterprises Associates, Inc. within one calendar year of your reservation date, subject to availability; we hope that you will be able to visit one of our marinas in the future. All credits are non-transferable.
- 3. All reservations cancelled within 24-hours of the reservation date are non-refundable in any capacity.
- 4. Should a monetary refund be requested for a reservation cancelled outside a 24-hour window (Non-Holidays), it will be subject to a \$50.00 per day Administrative Fee for daily reservations and/or a 15% Administrative fee for weekly or monthly reservations and administrative fees will be subtracted from the original reservation total.

5. Refunds are not available for Holiday reservations (see note 1). Weekends include Friday, Saturday, and Sunday nights. Reservation dates begin at midnight.







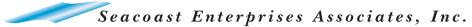












Operating full-service marinas and boat yards in Three Mile Harbor, East Hampton, NY 11937

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

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.

- 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 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.
- 2. 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).
- 3. 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.
- 4. 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
- 6. 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.
- 7. 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.
- 8. 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.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. All Vesse's, 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.
- 13. When entering or leaving the Marina, Vessels must be under engine power.

- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. Laundry shall not be hung on boats, docks, or piers. Swimming, diving, and fishing are not permitted in the Marina or from the docks.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. 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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