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**

WINTER DOCKAGE
SPACE RENTAL & SERVICE AGREEMENT

OCTOBER 15, 2026 - MAY 15, 2027

This form consists of 5 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 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, where Length Over All "LOA" describes the maximum length of the hull, stem to stern, and 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 rounded up to the nearest foot and where "LWL" is the Length of Water Line:

Vessel Name | Registration # | HIN

Vessel Year/Make/Model | In-Water 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

1. ☐ I authorize an annual agreement in which Seacoast Enterprises Associates will "do the same as last year" for:
☐ Winter Dockage ☐ Winter Services ☐ Spring Services ☐ 2027 Summer Dockage

2. ☐ I authorize Seacoast Enterprises Associates to complete the detailed storage and service requests specified on the following pages.

3. Dockage Site: ☐ Gardiner's Marina ☐ Halsey's Marina ☐ Harbor Marina ☐ Three Mile Harbor Marina

4. Requested Decommission Date: _____ **Recommission Date:** _____

(Requested dates are not firm commitments and are subject to weather and work schedule.)

PAYMENT INFORMATION *Some forms of payment may be subject to additional charges.*

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

Name on Credit Card | Billing Address | City | State | Zip

Credit Card Number | Expiration Date | CVV#

CUSTOMER SIGNATURE *(Required)*

The Tenant acknowledges that the Marina 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 and I will pay for storage space rentals in advance, and for the services upon presentation of invoices.

Tenant Signature | Date

Marina Acknowledgement | Date

WINTER DOCKAGE: SPACE RENTAL & SERVICE AGREEMENT

October 15, 2026-May 15, 2027

Customer Name _____ Vessel Name _____ In-Water LOA _____ LWL_____

I. SPACE RENTAL AGREEMENT

DESCRIPTION		PRICE	QTY	EXT. PRICE
☐ **VESSEL WINTER DOCKAGE**	$82.00/ft LOA, *$3,000.00 minimum*	82.00		$
☐ **ELECTRIC CONNECTION**	☐ 30 AMP: $585.00 ☐ 50 or 2x30 AMP: $1,170.00			$
☐ **OTHER** (item on land)	$82.00/ft LOA, *$1,476.00 minimum (18')*	82.00		$
☐ **DINGHY / TENDER**	☐ $500.00, <9 ft ☐ $810.00, 9-13 ft			$
☐ **DOCK BOX / KAYAK / SUP**	$310.00 each	310.00		$

NOTES:

STORAGE SUBTOTAL $_____

ADJUSTMENT_____ $_____

I. STORAGE TOTAL (Due with contract) $_____

II. FALL SERVICE AGREEMENT

LABOR RATES: *General-$135.00/hr. Technical (Engine, Electrical, Plumbing) & Specialized- $210.00/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. Rates are online at SEAincorp.com.*

DESCRIPTION		PRICE	QTY	EST. PRICE
WINTERIZE & SERVICE				
☐ **DIESEL ENGINE**	$315.00 *minimum labor (final pricing reflectsT&M)*	315.00		$ T
☐ **GAS ENGINE**	$315.00 *minimum labor (final pricing reflectsT&M)*	315.00		$ T
☐ **OUTBOARD ENGINE** *minimums (T&M)*	☐ $210;≤40HP ☐ $305; 2-Stroke>40HP ☐ $585;4-Stroke			$ T
☐ **GENERATOR**	$210.00 *minimum labor (final pricing reflectsT&M)*	210.00		$ T
☐ **SAILS**	☐ Remove *(T&M)* ☐ Send out for wash/repairs/store			$ T
☐ **GENERAL LABOR ESTIMATE**	$135.00 per hour	135.00		$ T
☐ **MATERIALS ESTIMATE**	NOTES: _____			$ T
WINTERIZE WATER SYSTEMS *T&M on specific vessels. Minimum labor (final pricing reflectsT&M)*				
☐ **PUMP OUT HOLDING TANK**	$135.00 *minimum (T&M)*	135.00		$ T
☐ **MARINE TOILETS / HOLDING TANK / MACERATOR**	$98.00 each	98.00		$ T
☐ **A/C PUMP(S)**	$210.00 first, $82.00 add'l			$ T
☐ **DRAIN WATER TANKS / BALLAST TANKS**	$50.00 each	50.00		$ T
☐ **HOT WATER HEATER**	$98.00 each	98.00		$ T
☐ **DISHWASHERS / WASHING MACHINES**	$50.00 each	50.00		$ T
☐ **DOCKSIDE FRESH WATER INLET**	$50.00 each	50.00		$ T
☐ **FISH BOXES / BAIT WELLS**	$50.00 each	50.00		$ T
☐ **PUMPS** (faucets, shower, wash down, refrigerator, fresh water, bilge...)	$30.00 each	30.00		$ T
☐ **OTHER:**_____				$ T
☐ **MATERIALS ESTIMATE**	NOTES: _____			$ T

FRAME & COVER / SHRINK WRAP *Prices do not include a minimum $45.00 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 abraison to hulls, collapsed stanchions or any storm damages. Removal of covers, including tape residue will be billed on a time & materials basis upon commissioning. ESTIMATES REQUIRED FOR IN WATER COVERS.*

☐ **FRAME & COVER ESTIMATE** $ T

DESCRIPTION OF WORK REQUIRED:

SUBTOTAL $_____

NYS TAX (8.75%) $_____

II. SERVICE ESTIMATE SUBTOTAL $_____

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

DESCRIPTION		PRICE	QTY	EST. PRICE
☐ **BIMINI** ☐ **DODGER** ☐ **COVER**	$120.00/piece	120.00		$ T
☐ **ISINGLASS**	$55.00/piece	55.00		$ T
☐ **ELECTRONICS**	$55.00/item	55.00		$ T
☐ **OUTBOARD (2 HP-15 HP)**	$210.00 each	210.00		$ T
☐ **OUTBOARD TANK**	$45.00 each	45.00		$ T
☐ **DINGHY / TENDER**	☐ $500.00, <9 ft ☐ $810.00, 9-13 ft			$
☐ **DOCK BOX** ☐ **KAYAK** ☐ **PADDLEBOARD (SUP)**	$310.00 each	310.00		$
☐ **MOORING,** Remove & Store (to 600 lbs)	$530.00 each	530.00		$ T

ITEM DESCRIPTIONS:

AUX. ITEM STORAGE SUBTOTAL $_____

TAX (8.75%) $_____

III. AUX. ITEM STORAGE TOTAL $_____

PAGE 2 TOTAL (I + II + III) $_____

Customer Initials _____

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 H.C. 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**

ANNUAL STORAGE & DOCKAGE AGREEMENT — October 15, 2026-October 15, 2027

Customer Name _____ Vessel Name _____ In-Water LOA _____ LWL_____

2027 BOATING SEASON SPACE *All pricing is calculated based on In-Water Length Over All "LOA"* — MAY 15 - OCT. 15, 2027

MARINA SLIP or DRY RACK CHOICE			PRICE	TAX (8.75%)	EXT. PRICE
☐ HARBOR MARINA	$480.00/ft LOA		_____		$_____
☐ GARDINER'S MARINA	☐ 20'-42'; $315.00/ft	☐ 43'-120', or beam >18'; $385.00/ft	_____		$_____
☐ THREE MILE HARBOR MARINA	☐ $315.00/ft	☐ Outer Slips *(please call)*	_____		$_____
☐ HALSEY'S MARINA	☐ $395.00/ft minimum	☐ Outer/Bulkhead Slips *(please call)*	_____		$_____
☐ DRY RACK $480.00/ft LOA+tax	☐ Harbor Marina	☐ Three Mile Harbor Marina	_____	_____	$_____ T

ADDITIONAL CHARGES *(Billed in 2027, facilities fees are for marina tenants on board over 4 nights per week or on a mooring.)*

☐ ELECTRICAL CONNECTION *(Single phase at 120/240V, Halsey's Marina is 3-phase at 120/208V)*					
☐ 30 AMP ($470) ☐ 2x30 AMP or ☐ 50 AMP ($1,110)	☐ 2x50 or ☐ 100 AMP ($3,175)		_____		$_____
☐ EXTENDED SEASON *($65/ft/month)*	☐ 4/15-5/15/2027	☐ 10/15-11/15/2027	_____	_____ mo	$_____
☐ DINGHY/ TENDER	☐ $500.00, <9 ft	☐ $1,800.00, 9-13 ft	_____		$_____
☐ FACILITIES FEE *(for marina tenants)*	☐ $575.00 per season	☐ $145.00 per month	_____	_____ mo	$_____
☐ FACILITIES FEE *(for tenants on moorings)*	☐ $1,350.00 per season	☐ $350.00 per month	_____	_____ mo	$_____
☐ DOCK BOX / KAYAK / SUP *(describe your property in the space below)*		$310.00 each per season	_____	_____ qty	$_____
☐ TRAILER ONLY ☐ $560, 15-26ft/1-axle ☐ $810, 26-40ft/2-axles		☐ $82/ft, 26+ft/3+axles	_____	_____ ft	$_____
☐ ADDITIONAL VEHICLE SPACE RENTAL $425.00 (<14')			_____		$_____

OTHER ITEM DESCRIPTIONS:

SUBTOTAL $_____

ADJUSTMENT _____ $_____

TOTAL $_____

ANNUAL WINTER STORAGE & SUMMER DOCKAGE TOTAL $_____

2027 SPRING SERVICE REQUEST — ☐ Send an estimate.

☐ **HAUL, INSPECT, & LAUNCH** ☐ NEW CUSTOMER

☐ **COMMISSION:** ☐ Engines ☐ Water Systems **SAILBOATS:** ☐ Tune Rigging

☐ **ANTIFOULING:** Bottom paint color_____ I would like to receive the label ☐ Y ☐ N

☐ **CLEAN: Compound/Wax:** ☐ Hull (Sides) ☐ Topsides/Deck ☐ Cockpit **Clean & Detail:** ☐ Topsides/Deck ☐ Cockpit ☐ Interior

☐ **DIVER SERVICES:** ☐ Zincs ☐ Scrub Bottom ☐ Check Propeller(s)

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

NOTES / OTHER REQUESTS:

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 H.C. 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**

TERMS OF STORAGE AGREEMENT

No Discharge is permitted into the waters of the Premises, in Three Mile Harbor, or East Hampton. 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"). The ("Marina") shall mean Seacoast Enterprises Associates, Inc. ("SEA") which manages and operates marinas and boat yards on ("Premises") owned by third parties. The ("Tenant" or "Customer") shall mean the customer of SEA who is the owner of any Vessel moored, stored, or parked at the Premises or any Vessel serviced by SEA. The ("Landlord") is the third-party Corporation or person(s) that owns the Premises operated by SEA. No subletting by the Tenant (Customer) is 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. Dry storage is accepted on the basis that the Marina has the option to do all work below the waterline. Vessels in Wet Storage are accepted "out of commission" and "owner is the caretaker." Labor and service charges shall be paid in accordance with the schedules and terms published by SEA and 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. SEA is responsible for removing bilge drain plugs when the boat is hauled. During decommission, SEA will check and remove transom plugs only; removal of all other plugs is 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 policies of its Dealerships. Except as provided in the manufacturer's warranty, SEA 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 and introduces non-toxic antifreeze, checks freshwater cooling system and adds antifreeze as required, fogs engine, changes oil and filters (additional prices), 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 have 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 follows factory recommendations for each engine, and in most cases, changes lubricants, runs stabilizer into the fuel systems, changes oil and filters (4-stroke engines 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.

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. 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 50 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.

g. 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.

h. SPRING ENGINE AND OUTDRIVE COMMISSIONING IS PRICED ON A TIME AND MATERIALS BASIS.

i. 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 tax. All charges are payable 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 over 30 days.

12. The Marina 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 persons associated with 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.

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 H.C. 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**

TERMS OF AGREEMENT

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"). The ("Marina") shall mean Seacoast Enterprises Associates, Incorporated ("SEA") which manages and operates marinas and boat yards on the ("Premises") owned by third parties. The ("Tenant" or "Customer") shall mean the customer of SEA who is the owner of any Vessel moored, stored, or parked at the Premises or any Vessel serviced by SEA. The ("Landlord") is the third-party Corporation or person(s) that owns the Premises operated by SEA. No subletting by the Tenant (Customer) is allowed.
2. The marina Premises 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 Premises, 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. Violators of the No Discharge Zone may be evicted or prosecuted. Customers are responsible for pumping out their Vessel's holding tank and shall maintain their bilges in clean condition. In the event of a discharge or spill caused by the Customers, the Customers 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 on the Premises and for damage caused to the structures or facilities of the Premises; 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.
5. 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. There will be no signage allowed on any Vessel for sale on the Premises.
7. The Customer shall notify the Marina of all work to be done on the Customer's Vessel and shall provide the Marina with the names of their preferred Contractors prior to commencing any work on the Vessel. The Marina shall have the option to perform the work itself, and any Contractors working for Customers directly must present a copy of all bills to the Marina and such bills may be subject to an administrative fee charged to the Customer by the Marina.
8. All contractors, service organizations, caterers, or individuals ("Contractors") are required to sign in at the Marina office upon commencing work on the marina Premises, 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 Contractor 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, dock lines and electrical cords.
10. The Customer is responsible for properly securing their Vessel. 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.
11. The Marina reserves the right to secure the Customer Vessel in a manner acceptable to the Marina, and reserves the right to move the subject Vessel to a location other than the Tenant's assigned space. Work done to safeguard the Tenant's Vessel may be billed at the Marina's published rates. The Marina 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 inability of the Marina to reach the Tenant, or the movement of, or failure to move the Vessel by the Tenant or the Marina.
12. Service work and Slip, Space, and Storage Rentals are accepted at the sole risk of the Customer and the Customer shall protect, indemnify, release, and hold harmless SEA and its owners, agents and employees from and against all costs, damages (including secondary and consequential damages), expenses, claims, losses and any other liabilities arising out of, or as a result of services and rentals provided by SEA to the Customer, including but not limited to all costs, expenses and attorney's fees incurred by SEA and its owners, agents and employees in their defense irrespective of whether any such suit or claim alleges failure to provide services or rentals, or alleges negligence by SEA and its owners, agents and employees, and regardless of the precinct in which any such suit or claim may be brought. Customer agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by SEA to collect any sums owed by Customer and to enforce any part of this Agreement.
13. When entering or leaving the marinas by water, Vessels must be under engine power.
14. Dockside facilities include fresh water, electricity, WIFI, and a parking space in the vicinity of the assigned space, unless otherwise noted. These shall be connected with the Customer's own equipment and the Customer is advised to label their property. Electricity is furnished in accordance with the Marina's published rates. Electrical connections 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 marina Premises, 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 Customer. If necessary, keys will be available for a refundable cash deposit.
16. Wherever practical, the Customer is asked to purchase marine supplies from Marina Ships' Stores where supplies are stocked for the Customer and specialty items can be ordered 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 Premises. Smoking of cannabis on the Premises is prohibited. The use torches, open flames, power tools, flammable or inflammable toxic chemicals, 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 Premises.
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 trash bins on the Premises.
20. Docks and walkways are to be kept clear. Items placed on the docks must not impede access and items stored near a Vessel's slip are required to be in marine dock boxes.
21. Dinghy, kayak, and paddleboard space rental is available at dinghy docks, on storage racks or within the confines of the Tenant slip, with additional charges per the current rate sheet. All items stored on location require written Agreements with the Marina.
22. Pets and service animals are permitted and should be on a leash. Owners shall dispose of pet waste in bags placed into trash receptacles.
23. There shall be no delivery of fuel to Vessels in the Premises without the prior written permission of the Marina and Landlord. Written permission shall only be provided after signing a "Fuel Delivery Agreement" between the Tenant, the Marina and Landlord, the fuel vendor, and the respective insurance companies.
24. There will be no "live-aboards" allowed on any Vessel in dry storage on the Premises.
25. The Customer is responsible for stowing all gear prior to the haul out date. Items should be labeled with the Customer's full name and Vessel name.
26. For Vessels and items remaining at the Premises 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 storage of their Vessel and its items on the Premises or shall have their property subject to lien.
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 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 Agreement contract be cancelled prior to 55 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 Agreement minus a 15% administrative fee. Agreements may not be cancelled and are non-refundable under any circumstances 55 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 refunds 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.