

WINTER SLIP

SPACE RENTAL, WINTERIZATION & SERVICE AGREEMENT

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 Phone Office Phone Fax 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:

Vessel Name Registration #

Vessel Year/Make/Model LOA Beam Draft

Engine Year/Make/Model Generator Make/Year

Dinghy/Tender Make Registration # Other Item (Description) SEA Tag #

Other Item (Description) SEA Tag # Other Item (Description) SEA Tag #

INSURANCE: Company, policy number & renewal date:

WINTER SERVICE REQUEST

I authorize SEA to do the same as last year: Winter Service Spring Service

OR

I have completed the next page with detailed 2011 storage and service requests.

TERMS

I have read and agree to the terms below, agree to the 2011 winter storage agreement and will pay for the space(s) in advance.

Tenant Signature Date

Marina Acknowledgement Date

PAYMENT INFORMATION

Preferred Payment Method: Cash Check Credit Card

Name on Credit Card Billing Address City State Zip

Credit Card Number Expiration Date CVV#

WINTER SLIP RENTAL & SERVICE AGREEMENT

October 15, 2011-May 15, 2012

Customer Name _____ Vessel Name _____

I have read and agree to the terms below and I agree to pay for the service(s) and/or space(s) in advance. **Date** _____

SPACE RENTAL AGREEMENT

SLIP

GARDINER'S MARINA
\$50/ft LOA \$ _____ *

ELECTRIC

30 AMP ELECTRICAL OUTLET
\$350 / season \$ _____ *

50 AMP (2 X 30A) ELECTRICAL OUTLET
\$830 / season \$ _____ *

OTHER

TRAILER OR VEHICLE SPACE RENTAL
\$300 / item / season \$ _____ *

DINGHY SPACE RENTAL
\$300 per season \$ _____ *

DOCK BOX SPACE RENTAL
\$25 / ft² / season \$ _____ *

KAYAK SPACE RENTAL
\$120 / season \$ _____ *

BICYCLE INDOOR STORAGE
\$100 / season \$ _____

MISC. ITEM INDOOR STORAGE
\$45 / ft² / season \$ _____

OTHER ITEM SPACE RENTAL
_____ \$ _____ *

*NON-Taxable **RENTAL SUBTOTAL \$** _____

WINTERIZATION & SERVICE AGREEMENT

LABOR RATES: General: \$85/hr, Painting/Varnish: \$105/hr, Fiberglass/Woodwork: \$115/hr, Technical Electrical, Plumbing, Rigging, Engine: \$135/hr.
All labor rates and services are detailed at www.HarborMarina.com/service-repairs.shtml. Prices reflect minimum labor charges per engine. Materials are extra. All services are subject to a 1.5% environmental compliance fee. Freezing finger surcharges of 50% apply after 12/6. T & M (Time & Materials)

WINTERIZE & SERVICE

OUTBOARD ENGINE
1-25 HP; \$129 30-150 HP; \$199
V6,V8,EFI,HPDI; \$399 4-Stroke; \$399 \$ _____

GAS INBOARD ENGINE
4 or 6 cylinder, \$395 8 cylinder, \$425 \$ _____

DIESEL ENGINE
\$270.00 minimum (T & M) \$ _____

GENERATOR
\$200.00 minimum (T & M) \$ _____

SAILS/BIMINI/DODGER Send out for wash/repairs
Qty: _____ Notes: _____ (Removal-T&M) \$ _____

PUMP OUT HOLDING TANK
\$98.00 minimum (T & M) \$ _____

**SPECIAL INSTRUCTIONS/
ADDITIONAL WORK REQUIRED (T & M)** \$ _____

WINTERIZE WATER SYSTEMS

A/C PUMP(S)
\$135 first, \$69 add'l Qty: _____ \$ _____

HOT WATER HEATER
\$60 each Qty: _____ \$ _____

FAUCETS / SHOWER SUMPS
\$25 each Qty: _____ \$ _____

HEADS
\$75 each Qty: _____ \$ _____

HOLDING TANK / MACERATOR
\$68 each Qty: _____ \$ _____

**BAIT WELL / FISH BOX /
DOCKSIDE FRESH WATER INLET**
\$35 each Qty: _____ \$ _____

WASH DOWN PUMP
\$45 each Qty: _____ \$ _____

BILGE / BILGE PUMP
\$40 each Qty: _____ \$ _____

SERVICE SUBTOTAL \$ _____

NYS Tax (8.625%) \$ _____

TOTAL \$ _____

2012

SPRING SERVICE REQUEST

Please send an estimate.

COMMISSION: Engines Water Systems Other _____ \$ _____

CLEAN: Compound/Wax: Hull Topsides (Deck) Cockpit **Clean & Detail:** Cockpit Interior \$ _____

SERVICE:

SAIL: Raw Water Pump Exhaust Elbow Winches Tune Rigging Other _____ \$ _____

POWER: Raw Water Pump Risers/Elbows Exhaust Manifolds Heat Exchangers Other _____ \$ _____

SPRING SERVICE SUBTOTAL \$ _____

SUMMER DOCKAGE

May 15-October 15, 2012

SLIP Harbor Marina Halseys Marina Gardiners Marina *OR* HARBOR MARINA DRY RACK \$ _____

DINGHY SPACE RENTAL **DOCK BOX SPACE RENTAL** **BOAT TRAILER SPACE RENTAL** \$ _____

ELECTRIC 30 AMP 50 AMP (2 X 30A) 2 X 50 AMP \$ _____

SUMMER DOCKAGE SUBTOTAL \$ _____

TERMS OF SERVICE AGREEMENT

October 15, 2011- May 15, 2012

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 the named boat, other 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.
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. Proof of hull liability coverage must be provided 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. Labor and service charges shall be paid in accordance with the schedules published by SEA at www.HarborMarina.com/service-repairs.shtml.
4. **The Customer shall provide SEA with a set of main door/hatch keys or combination, and with ignition keys.** The Vessel will only be entered by SEA for periodic inspection, for service, or for an emergency. The Customer shall provide SEA with written permission for other person's use of the Vessel.
5. SEA is not responsible for excessive water in the bilge and/or items left on board. The Marina is responsible for removing plugs when the boat is hauled. When decommissioning, SEA will check and remove transom plugs only, removal of all other plugs are the responsibility of the owner, including installation of these same plugs by the owner in the spring.
6. SEA shall not be responsible or liable for delays in hauling, launching, winter storage, decommissioning or commissioning occasioned by weather or other incidents beyond its control. Additionally, owners must take responsibility for arranging scheduling services in advance, especially decommissioning when there is a risk of freezing temperatures. 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 after 12/15 will carry a 25% "freezing fingers" surcharge.
7. SEA will honor the Warranty claims of its Dealerships. Except as provided in the manufacturer's warranty, the services are provided "as is". SEA disclaims all other warranties, express, implied or statutory. SEA shall not be liable to the Customer or any third party for any incidental, indirect, exemplary, special or consequential damages, under any circumstances.
8. Decommissioning 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 for pumping out their holding tanks prior to haul, and shall maintain their bilges in clean condition.
10. **SERVICE DESCRIPTIONS:**
 - a. **INBOARD ENGINE WINTERIZATION:**

The technician flushes salt water cooling systems & introduces non-toxic antifreeze, checks fresh water cooling system and adds antifreeze as required, fogs engine, changes oil and filters (see additional price), adds stabilizer to fuel tanks, sprays with rust preventative and performs a general inspection. Parts, lubricants, antifreeze, oil, oil filters, etc. are extra. Changing the coolant in fresh water-cooled engines will carry extra charges for time and materials.
 - b. **OUTBOARD WINTERIZATION:**

The technician flushes salt water cooling systems & introduces non-toxic antifreeze (4-strokes only), changes the gear lube, fogs engine, changes oil and filters (4-strokes only), adds stabilizer to fuel tanks, sprays with rust preventative, changes the spark plugs and performs a general inspection. Parts & lubricants are extra.
 - c. **OUTDRIVE WINTERIZATION:**

The technician removes and services the unit, checks pump, gear mesh, performs a general inspection and reports on unit condition, changes oil and zincs. Replacement of unit will be billed on a time and material basis with engine commissioning. Parts and lubricants are extra.
 - d. **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.
 - e. SEA recommends that all risers, exhaust elbows and raw water pumps be changed every 3 years and that all exhaust manifolds be replaced every 5 years.
 - f. **SPRING ENGINE AND OUTDRIVE COMMISSIONING IS PRICED ON A TIME AND MATERIALS BASIS.**
 - g. All boat yard services are subject to a 1.5% 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 Sales tax. All charges must be paid prior to launch. All services are sold on a CASH basis. The sales receipt is the bill. Payment is due upon delivery of service and late charges will be added for balances outstanding.
12. SEA shall have a lien against the subject Vessel, its appurtenances and contents for any unpaid sums incurred by the Customer, and for damage caused by subject Vessel to any docks, property, or person of SEA or the Landlord.
13. This Agreement constitutes the entire Agreement between the parties and shall be binding upon their heirs, successors, and assigns. Alterations of this Agreement may not be made orally and all revisions must be in writing.

TERMS OF AGREEMENT

October 15, 2011- May 15, 2012

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 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 it operates. The "Landlord" shall mean the corporation or person(s) that owns the facility operated by the Marina. 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.
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. Contractors shall provide the Marina with a Resale Certificate, a standard Certificate of Worker's Compensation, a Certificate of Liability Insurance coverage of no less than one million dollars (\$1,000,000).
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. 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 published by the Marina. All rentals are billed by the foot and are assigned to specific locations. For all space rentals, the Tenant has unlimited access to the space and may supply their own physical facilities or devices. The Tenant shall find all service, storage, rental and labor rates posted in the Marina office.
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. 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. 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 to the restrooms and showers is available to each Tenant, if necessary, for a refundable cash deposit. Put only toilet paper in the toilet and do not dispose of bleach etc. in any drains.
17. Wherever practical, the Tenant is asked to purchase marine supplies from the Marina. Marine goods, fuel, oil, and other supplies are stocked expressly for the Tenant, and the marina can order non-stocked goods 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 so as not to create an annoyance, hazard, or nuisance to the Marina or to other tenants of the Marina. Observance of good housekeeping and sanitation practices and the use of garbage receptacles are required.
20. The use of torches or open flame is prohibited at all times. Charcoal grills for cooking on land or on the Vessel are not permitted. Power tools, torches, inflammables, toxic removers, or heating equipment of any description shall be used only by Marina employees. 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. For environmental & safety reasons the docks must remain clear of extraneous items. Docks and walkways are to be kept clear of all carpeting. 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. Dinghy and kayak 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.
23. Pets are permitted and should be on a leash. Owners shall clean up properly after their pets by disposing of waste into trash receptacles.
24. The Tenant shall notify the Marina at least 24 hours in advance when his or her Vessel will be out of the assigned space overnight, or 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.
25. When entering or leaving the Marina, Vessels must be under engine power.
26. 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.
27. 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.
28. There will be no living aboard any Vessel in dry storage at the Marina.
29. The Vessel Owner is responsible for stowing all gear prior to the haul out date. Hoses must be removed from the dock and unnecessary fenders and other gear stowed during the winter season.