

WINTER SERVICE

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 # _____

INSURANCE: Company, policy number & renewal date: _____

TERMS

I have read and agree to the terms below, agree to the 2011 winter service agreement.

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# _____

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) \$ _____
- OUTDRIVE**
- \$300.00 each \$ _____
- 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) \$ _____
- FRAME AND COVER**
- See rate sheet \$ _____
- 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: _____ \$ _____
- MARINE TOILETS**
- \$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 _____	\$ _____			
ANTIFOULING PAINT:	Bottom (color _____)		Lower unit ...I would like to receive the label	Y N \$ _____			
CLEAN: Compound/Wax:	Hull	Topsides (Deck)	Cockpit	Clean & Detail: Cockpit Interior \$ _____			
ADDITIONAL MAINTENANCE SERVICES:							
SAIL:	Raw Water Pump	Exhaust Elbow	Winches	Stuffing Box	Tune Rigging	Other _____	\$ _____
POWER:	Raw Water Pump	Risers/Elbows	Exh. Manifolds	Heat Exchangers	Other _____	\$ _____	
SPRING SERVICE SUBTOTAL \$ _____							

Customer Name _____ Vessel Name _____

I have read and agree to the terms below and I agree to pay for the service(s). Date _____

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 to 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 at 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.