

Seacoast Enterprises Associates, Inc.

423 Three Mile Harbor HC Road, East Hampton, NY 11937 Ph (631) 324-5666 Fax (631) 324-3366 Website: www.sea-incorp.com

STORAGE AGREEMENT For the Period: 5/15/2010 - 10/15/2010 by and between Seacoast Enterprises Associates, Inc. (the Marina) and the:

Tenant: _____

Permanent Address: _____

Local Address/Phone#: _____ Email: _____

Telephone #s: Home: _____ Office: _____ Mobile: _____ FAX: _____

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 #: _____

Model/Manufacturer/Year: _____ LOA: _____ Beam: _____ Draft: _____

ENGINE Manufacturer/Model/Year: _____

TRAILER: Registration #: _____ Make/Serial #: _____

INSURANCE: Company & policy renewal date: _____

Tenant agrees to rent the following:

- Slip Rental (Space # _____) _____ (no tax)
- Dry Rack Space (Harbor Marina) _____ (taxable)
- Dinghy/Kayak Space Rental (# _____) _____ (no tax)
- Dock Box Space Rental (_____) _____ (no tax)
- Boat/Trailer Space Rental (# _____) _____ (no tax)
- Electrical Outlet(s) _____ (no tax)
- Other Space Rental (_____) _____ (no tax)

SUBTOTAL _____
Sales Tax (8.625%) _____
TOTAL _____

Customer requests these services:

- Compound & Wax Hull _____
- Compound & Wax Topside _____
- Clean & Detail Interior _____
- Maintenance Cleaning _____
- Other _____

**** PLEASE INCLUDE MY VESSEL ON THE '2010 HURRICANE HAUL LIST' Initials ____ Date ____ ****

I authorize Seacoast Enterprises Associates to use my credit card for a House Charge account for: All 2010 Charges Slip or Dry Rack Space Fuel & Store Items Work Orders

VISA/MC/AMEX Card #: _____ Exp. Date _____ CVV # _____

Zip code of Credit Card's billing address _____

*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. **I have read both sides of the contract & agree to its terms and conditions:***

Signature of Tenant _____ Date: _____

Acknowledgement by the Marina : _____ Date: _____

Seacoast Enterprises Associates, Inc.

423 Three Mile Harbor HC Road, East Hampton, NY 11937 Ph (631) 324-5666 Fax (631) 324-3366 Website: www.sea-incorp.com

TERMS OF AGREEMENT

1. This Agreement is not transferable to any other person and pertains only the named boat, trailer, dinghy, kayak, other unit 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 their Vessel insured for complete marine coverage, including liability, and shall provide a copy of such policy and expiration date to the Marina. 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. Space rentals, storage, labor, and service charges shall be paid in accordance with the schedules published by the Marina. The Tenant shall find all service, storage, rental and labor rates posted in the Marina office. All rentals 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. Items left longer than agreed upon will be billed at weekly rates unless other arrangements are made in writing.
4. The Tenant shall provide the Marina with 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.
5. 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. The display of signs of any type on boats in the Marina is prohibited, unless prior permission has been received in writing from the Marina.
6. All sub-contractors, service organizations, caterers, or individuals ("Contractors") are required to sign in at the Marina office upon commencing work and to sign out upon completion of their work. Contractors shall provide the Marina with a standard certificate of Worker's Compensation, a certificate of liability insurance coverage of no less than one million dollars (\$1,000,000), and auto liability insurance. 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. The Tenant or their Captain shall notify the Marina of all work to be done on the Tenant's Vessel, and shall provide the Marina with the names of any 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. A resale certificate from the Contractor shall be provided to the Marina general manager.
8. 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.
9. 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 labor rates.
10. 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.
11. 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).
12. There shall be no delivery of fuel to vessels in the Marina. Wherever practical, the Tenant is asked to purchase marine supplies from the Marina. Marine goods, fuel, oil, parts and accessories are stocked expressly for the Tenant and the Marina will order non-stocked goods upon request.
13. Facilities include fresh water and electricity in the vicinity of the assigned space, unless otherwise noted. These facilities shall be connected with the Tenant's own labeled cable and hose. 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 electric power or fresh water.
14. Rest rooms and showers are located in the clubhouse or at the Marina. Shower rooms are for the Tenants and their guests. Please keep them clean.
15. 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.
16. 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.
17. The use of torches or open flame is prohibited at all times. Torches, 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.
18. When entering or leaving the Marina, Vessels must be under power, not sail.
19. Pets are permitted on leash only and owners shall clean up properly after their pets by disposing of waste into trash receptacles. Laundry shall not be hung on boats, docks, or piers. Swimming, diving, and fishing are not permitted from the docks or finger piers. Cleaning of fish on the docks is not permitted. Carpets are not permitted on docks or walkways.
20. For environmental & safety reasons the docks must remain clear of extraneous items. All items stored on location require written contracts with the Marina. Items stored near a vessel's slip are required to be in marine certified dock boxes, one third of the dock width. Dinghy and kayak space rental is available at the dinghy dock, on the storage racks or within the confines of the slip. All items must be clearly marked with a seasonal sticker with the boat name or boat owner's name. If unmarked, the Marina will consider the items as abandoned and they will be disposed of at the Marina's discretion; additional charges will be assessed as per the current rate sheet.
21. The Tenant shall notify the Marina at least 24 hours in advance when their 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.
22. 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. 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.
23. 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.
24. 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.