



MONTAUK MARINE BASIN, INC.

P.O. Box 610 • Montauk, NY 11954-0510 • (631) 668-5900 • Fax: (631) 668-5659

STORAGE CONTRACT: Dockage Land

Date: _____ Acct. #: _____

Owner's Name: _____

Owner's Address: _____

City, State, Zip: _____

Home Tel.: _____ Office: _____

Cell: _____ E-mail: _____

Vessel Name: _____ Make: _____ Type: _____

Overall Length: _____ Beam: _____ Draft: _____ Registration No. and or Documentation No.: _____

Electric Service Requirements: 30 AMP / 110 Volt 50 AMP / 220 Volt

Storage Rate: _____ @ _____ Per ft. Terms: 1/2 \$ _____ on signing of contract _____

Arrival Date: _____ 1/2 \$ _____ on or before _____

Slip # _____ Land Location _____

TERMS AND CONDITIONS

Agreement made and entered this date by and between Montauk Marine Basin, Inc. and the subscriber whose name and residence is shown above, herein designated as "Tenant", for his/her vessel named above. In consideration of the premises hereinafter contained, it is mutually agreed as follows:

1. The Tenant hereby agrees to pay the sum of \$ _____ and Tenant charges for the accommodations herein above described and the use of the attendant appurtenant marina facilities of Montauk Marine Basin, Inc., as thus agreement as made for the season _____ for the period beginning April 15th and ending November 15th of the instant year.
2. Montauk Marine Basin, Inc. shall have the right to grant permission to a third party to use the Tenant's berth whenever the Tenant's yacht is absent, and to retain revenue therefrom without accounting to the Tenant.
3. The Tenant shall notify Montauk Marine Basin, Inc.'s Dockmaster of the Tenant's intentions, when vacating the slip for any length of time over 24 hours. Prior to return, the Tenant shall advise the Dockmaster of Montauk Marine Basin, Inc., at least 48 hours in advance of notification of return to the slip.
4. The Tenant shall furnish Montauk Marine Basin, Inc. with telephone numbers and addresses as which Tenant can be reached in an emergency and to which mail shall be addressed. Tenant shall also furnish Montauk Marine Basin, Inc. with a set of all keys, to be kept on file, which will be used in the event of an emergency. The Tenant further authorizes Montauk Marine Basin, Inc. to take such action as it deems prudent should any emergency arise. Montauk Marine Basin, Inc. shall be authorized to haul-out any Tenant's vessel, should the need rise.
5. The Tenant shall obey all laws, ordinances and regulations, including limitations of dumping refuse in the harbor, and failure to obey such laws, ordinances and regulations shall enter this agreement subject to cancellation upon written notice by Montauk Marine Basin, Inc. and all payments made shall be retained by Montauk Marine Basin, Inc. as liquidated damages.
6. It is agreed that the Tenant shall be responsible for any and all oil or fuel spillage from the vessel, on land or in the water. This shall include all charges associated with spill clean-up, fines, and damages as a result thereof.
7. Montauk Marine Basin, Inc. is not responsible for loss or damage to person or property due to wind, waves, theft, collision, chafing, vandalism, fire or any other cause. Montauk Marine Basin Inc. shall not be responsible for any damage caused by nature or by any "Act of God".
8. The Tenant shall abide and comply with all regulations now or hereafter promulgated by Montauk Marine Basin, Inc. - Lost restroom facility key - \$20 fee.
9. Should any action be necessary to collect damages due for various services rendered or supplies, material or labor furnished by Montauk Marine Basin, Inc. the Tenant agrees to pay all attorney's fees and court costs, for the cost of such proceedings.
10. Montauk Marine Basin, Inc. authorized the Tenant to install one dockbox on the docks, away from the middle of the dock walkway. All dockside water hoses shall be equipped with shot-off nozzles.
11. The Tenant agrees to be responsible to Montauk marine Basin, Inc. and pay for any and all loss or damage to the docks or other facilities caused by the Tenant's vessel or by the Tenant, his agents, servants, invitee and/or employees, whether caused by negligence or not and, further, to hold the Marina harmless for any of the foregoing.
12. Open fires, outdoor grills etc., are not permitted on the docks, nor may they be used in the cockpit or hanging off the vessel. Outdoor cooking is allowed only in the barbecue area.
13. All monies owed to Montauk Marine Basin, Inc. shall be a direct lien against the vessel and a continuing lien wherever the vessel is located.

14. This contract is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which may now or hereafter affect such leases or the real property of which Montauk Marine Basin, Inc. facilities are a part and to all renewals, modifications, consolidation, replacements and extensions of any such underlying leases and mortgages. This clause shall be self operative and no further instrument of subordination shall be required by any ground or underlying lessor or by any mortgages, affecting any lease or the real property of which Montauk Marine Basin, Inc. facilities are a part.
15. Montauk Marine Basin, Inc. in the exercise of its reasonable discretion reserves the right to relocate Tenant's vessel to a berth other than that indicated on the contract. Said relocated berth (slip) will be a suitable size to accommodate said vessel.
16. Tenant agrees to provide Montauk Marine Basin, Inc. in advance of the commencement date hereof a certificate of insurance in form and substance reasonably acceptable to Montauk Marine Basin, Inc. naming Montauk Marine Basin, Inc. an addition insured.
17. Owner(s) hereby hold Montauk Marine Basin, Inc., its owners, employees and agents, (including those to whom Montauk Marine Basin, Inc. leases property) harmless with respect to damage or loss to the boat/vessel and/or its outfit by fire, theft, vandalism, any of the elements, acts of God, or any other conditions or forces beyond the control of Montauk Marine Basin, Inc., its owners, employees and agents.
18. Owner(s) must maintain hull and P&I coverage.
19. NO: welding or spray painting of vessel, fishing/swimming from docks, use of insureds ladders
20. It is agreed that overboard discharge of toilet waste is prohibited at dockside, and all fish cleaning must be done at appropriate cleaning stations and fish disposed of properly.
21. All refunds of dockage payments are made at the discretion of Montauk Marine Basin, Inc.
22. All vessels that are listed for sale, must be listed with Montauk Marine Basin, Inc. Yacht Sales Division.
23. All summer dockage ends and winter storage begins November 15th.
24. In witness whereof, the parties hereto have cause this instrument to be executed at Montauk, New York on the day and year written.
25. Owner(s) hereby acknowledge and agree all fuel purchased for the Tenant's vessel in Montauk, NY must be purchased exclusively from Montauk Marine Basin, violation of this policy will result in an eviction with no refund for the seasonal slip fee.

By: Montauk Marine Basin, Inc.
Its Agent

By: Tenant (Subscriber)