

**MOONBEAM GREAT KILLS MARINA**

**Yard Service Agreement**

2021 Yard Service Agreement - **April 1, 2021** through **October 14, 2021**

3270 Hylan Boulevard, Staten Island, New York 10306

Main Office 718-351-8476 • Email: [Greatkillsmarina@mlgpllc.com](mailto:Greatkillsmarina@mlgpllc.com)

[www.mgkmarina.com](http://www.mgkmarina.com)

This **Yard Service Agreement** (the "Agreement") is made on \_\_\_\_\_, **2021** between Moonbeam Great Kills Marina LLC ("Marina") and (Name)\_\_\_\_\_ ("Licensee"). The parties agree as follows:

**VESSEL INFORMATION**

Boat Name: \_\_\_\_\_ Hull Color \_\_\_\_\_

Boat Length Overall (Includes swim platform, bow pulpit, outboards, etc.): \_\_\_\_\_ Type: Power \_\_\_\_\_ Sail \_\_\_\_\_

Boat Make: \_\_\_\_\_ Year: \_\_\_\_\_ Beam: \_\_\_\_\_ Draft: \_\_\_\_\_ Retractable keel Yes \_\_\_ No \_\_\_

Boat Registration / Documented #: \_\_\_\_\_ Parking Permit Received \_\_\_\_\_

**REQUESTED LAUNCH/HAUL DATE:** \_\_\_\_\_ **(PLEASE FILL OUT AND CONFIRM WITH MARINA OFFICE. NO LAUNCHING ON SUNDAYS OR MONDAYS)**

**Registered Owner's Name:** \_\_\_\_\_

Street Address: \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

Email address: \_\_\_\_\_

Cell # ( ) \_\_\_\_\_

Home # ( ) \_\_\_\_\_

Work# ( ) \_\_\_\_\_

**Marina reserves the right to change prices. Sales tax is not included and is in addition to all the prices listed below.**

**BOTTOM PAINT**

**STANDARD PAINT** (includes tape to existing water line and application of one coat color standard bottom paint. Materials are included.)

Black or Blue \_\_\_\_\_ Boat Length \_\_\_\_\_ Feet at **\$17 per foot of boat length** \$ \_\_\_\_\_

**SPECIALTY PAINT** (includes tape to existing water line and application of one coat bottom paint. Materials NOT included. Specialty paint must be bought from Marina store separately.)

Boat Length \_\_\_\_\_ Feet at **\$15 per foot of boat length** (Labor Only) \$ \_\_\_\_\_

**LICENSEE SUPPLIED PAINT** (includes tape to existing water line and application of one coat color Licensee-supplied bottom paint. Paint must be clearly labeled by Licensee of bottom painting. Marina will properly dispose of cans and leftover paint.)

EPA REG# \_\_\_\_\_ Boat Length \_\_\_\_\_ Feet at **\$15 per foot of boat length** (Labor Only) \$ \_\_\_\_\_

Date Received: \_\_\_\_\_ Quantity: \_\_\_\_\_

Brand: \_\_\_\_\_ Color: \_\_\_\_\_

**Paint Transducer** (includes materials and paint) **\$15 each** quantity \_\_\_\_\_ \$ \_\_\_\_\_

**Sanding** (Minimum Charge 1 hour) Hours Required \_\_\_\_\_ at **\$100 per hour** \$ \_\_\_\_\_

**Primer** (Includes Materials) Boat Length \_\_\_\_\_ Feet at **\$12 per foot of boat length** \$ \_\_\_\_\_

**HAUL AND LAUNCH SERVICES**

**SHORT HAUL:** Boat gets hauled out and remains in slings for up to 1 hour then launched

Slip Licensees Boat Length \_\_\_\_\_ at **\$10 per foot of boat length** \$ \_\_\_\_\_  
Non-slip Licensees Boat Length \_\_\_\_\_ at **\$12 per foot of boat length** \$ \_\_\_\_\_

**HAUL:** Boat gets hauled out of water and blocked or loaded onto Licensees' trailer

Slip Licensees Boat Length \_\_\_\_\_ at **\$12 per foot of boat length** \$ \_\_\_\_\_  
Non-slip Licensees Boat Length \_\_\_\_\_ at **\$14 per foot of boat length** \$ \_\_\_\_\_

**LONG HAUL:** Boat gets hauled out, blocked, and then launched

Slip Licensees Boat Length \_\_\_\_\_ at **\$18 per foot of boat length** \$ \_\_\_\_\_  
Non-slip Licensees Boat Length \_\_\_\_\_ at **\$20 per foot of boat length** \$ \_\_\_\_\_

**OFFLOAD:** Remove boat from trailer and either block or launch

Slip Licensees Boat Length \_\_\_\_\_ at **\$12 per foot of boat length** \$ \_\_\_\_\_  
Non-slip Licensees Boat Length \_\_\_\_\_ at **\$14 per foot of boat length** \$ \_\_\_\_\_

**LAUNCH:** Launch boat into water from blocks or trailer

Slip Licensees Boat Length \_\_\_\_\_ at **\$12 per foot of boat length** \$ \_\_\_\_\_  
Non-slip Licensees Boat Length \_\_\_\_\_ at **\$14 per foot of boat length** \$ \_\_\_\_\_

**OTHER SERVICES**

SHRINK WRAP REMOVAL & DISPOSAL Boat Length \_\_\_\_\_ at **\$3 per foot of boat length** \$ \_\_\_\_\_  
PRESSURE WASH Boat Length \_\_\_\_\_ at **\$8 per foot of boat length** \$ \_\_\_\_\_  
PUMP OUT (at slip) \_\_\_\_\_ at **\$70 per boat** \$ \_\_\_\_\_  
STEP MAST Boat Length \_\_\_\_\_ at **\$12 per foot of boat length** per mast x \_\_\_\_\_ masts \$ \_\_\_\_\_  
UNSTEP MAST Boat Length \_\_\_\_\_ at **\$12 per foot of boat length** per mast x \_\_\_\_\_ masts \$ \_\_\_\_\_  
FORKLIFT/TRAVEL HAUL SERVICES (includes operator, min. charge \$90) \_\_\_\_\_ hours at **\$180 per hr.** \$ \_\_\_\_\_

**TOWING SERVICES**

**TOW BOAT:** Tow boat from dock slip to well or from well to dock slip

Boat Length \_\_\_\_\_ at **\$8 per foot of boat length** (minimum charge **\$150**) \$ \_\_\_\_\_

**TRANSIENT STORAGE**

**TRANSIENT STORAGE:** A non marina Licensee that stays in a slip or on land

Transient Dockage Boat Length \_\_\_\_\_ at **\$6 per foot of boat length per day** \$ \_\_\_\_\_  
Transient Land Boat Length \_\_\_\_\_ at **\$6 per foot of boat length per day** \$ \_\_\_\_\_

**MECHANICAL SERVICES**

Mechanical Services are provided by the service department on a separate contract with them directly

**ADDITIONAL SERVICES:** \_\_\_\_\_ \$ \_\_\_\_\_

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**This Agreement is subject to all terms and conditions attached hereto, which are incorporated herein.**

Licensee hereby authorizes the above repair work to be done along with the necessary materials. Marina, its employees, agents and contractors may operate the unit herein described on any waterways or elsewhere for purposes of testing, inspection, or delivery at Licensee's risk. Licensee grants Marina an express mechanic's lien on above unit to secure the cost of repair work thereto. Marina will **not** be responsible for loss or damage to the boat (and/or articles left in or with the boat) in case of fire, theft, accident, inclement weather conditions or any other cause of any nature, regardless of fault. Marina will **not** be responsible for loss or damage to boat due to freeze up. Services performed on or after first frost or **December 1, 2021** whichever is earlier, will **not** be guaranteed by Marina. Drain plug removal and/or installation are the sole responsibility of Licensee. **CASH IS NOT ACCEPTED AS A FORM OF PAYMENT.**

**I have read, accept, and agree to abide by all the terms and conditions stated in this Agreement.**

**LICENSEE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**MOONBEAM GREAT KILLS MARINA LLC:** (Office Use)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**FULL PAYMENT REQUIRED UPON ORDERING SERVICES**

ORDERS WITHOUT FULL PAYMENT FOR SERVICES, CREDIT CARD AUTHORIZATION AND/OR SIGNATURE WILL NOT BE PROCESSED. NO VESSEL WILL BE HAULED OR LAUNCHED WITHOUT PAYMENT IN FULL OF ANY AND ALL OUTSTANDING BALANCES DUE.

**SERVICE AUTHORIZATION: LICENSEE MUST SIGN THE SERVICE AUTHORIZATION BELOW TO AUTHORIZE ALL WORK TO BE PERFORMED TO HIS BOAT**

SUBTOTAL ( <u>NOT</u> SUBJECT to NYC SALES TAX)	_____
SUBTOTAL ( <u>SUBJECT</u> to NYC SALES TAX)	_____
8.875% NYC SALES TAX	_____
TOTAL	_____
PAYMENT	_____
BALANCE	_____

**CREDIT CARD AUTHORIZATION**

By providing my credit card information, I hereby authorize Moonbeam Great Kills Marina LLC to charge my credit card for all services, dockage, storage or repairs requested, billed and not paid for via cash or check upon ordering such services pursuant to this Agreement or any other agreement between me and Marina.

Card Type: AMEX, VISA, MASTERCARD, DISCOVER

Name on Credit Card \_\_\_\_\_

Card# \_\_\_\_\_

Expiration Date \_\_\_\_\_

CVC Code: \_\_\_\_\_

Billing address \_\_\_\_\_ Billing Zip Code: \_\_\_\_\_

## MOONBEAM GREAT KILLS MARINA'S TERMS AND CONDITIONS

1. As used herein, "Marina" means **Moonbeam Great Kills Marina LLC, 3270 Hylan Boulevard, Staten Island, New York, 10306**, operator of **MOONBEAM GREAT KILLS MARINA** as an authorized lessee of the National Park Service, United States Department of the Interior, and "Licensee" means the owner of the boat that is to be kept at the Marina hereunder.
2. Licensee authorizes Marina to take such actions, as it deems prudent should storm, high wind, other weather conditions and/or an emergency arise, including but not limited to turning off electricity, even if Licensee cannot be reached or Licensee does not contact Marina when Marina at its sole discretion considers time is of the essence. Any emergency expenses incurred by Marina shall be the sole responsibility of Licensee and payable immediately upon demand. Licensee agrees that Marina may board any boat if in its sole judgment that becomes necessary.
3. Marina shall have the right to grant permission to a third party to use Licensee's slip whenever Licensee's boat is absent and to receive revenue there from without accounting to Licensee. Marina must be notified in advance of Licensee's intention to vacate the slip for more than 48 hours and of Licensee's estimated time and date of return in order to allow Marina to have Licensee's slip vacated in time for such return. Licensee agrees to dock or store at the Marina's premises only the boat contracted for in this Agreement.
4. Licensee is solely responsible for adequately securing his boat in its slip. Marina shall be under no obligation to secure boats and shall not be liable for any damages resulting from not securing a boat. Should Marina elect to secure boats due to danger to others or Marina property, all labor and materials used shall be paid by Licensee immediately upon demand.
5. Marina assumes no responsibility for the safety of Licensee's boat, trailer, cradle, personal items or automobile and shall not be liable for loss or damage to person or property due to wind, waves, chafing, collision, fire, theft, accident, vandalism, loss of electricity, or low water, any acts of nature, or any cause of any nature including but not limited to negligence or mishandling of boat by Marina employees. Licensee is solely responsible for any emergency measures possible and Marina does not assume any such responsibility, including any responsibility for notification to Licensee.
6. **Only one boat may occupy a slip.** Inflatable rafts, tenders, kayaks and skiffs shall be stored onboard Licensee's boat and must have proper identification; if otherwise found at any time on Marina premises, waters or docks, Licensee will incur the full storage fee at Marina's prevailing seasonal rate. Their identification marks or names are required to be recorded with Marina, and a valid marina issued permit must be displayed at all times while on Marina premises. Any inflatable raft, tender, kayak or skiff in Marina premises, waters or docks unidentified or that has not been paid for the seasonal storage rate will be removed, hauled and stored at Licensee's expense and charged the full seasonal rate regardless of length of time stored during this Agreement.
7. Licensee shall not place supplies, materials, accessories, or debris on gangways, docks, walkways, or floats and shall not construct thereon any steps, lockers, satellite dishes, cabinets, or similar structures except with the prior written approval of Marina. Only Marina approved dock boxes may be installed on docks according to Marina's specifications. They must be installed only by Marina personnel. Any unauthorized dock boxes, refrigerators or structures may be removed without notice by Marina and Licensee will incur a charge for this removal. Marina will not be responsible for loss or damage due to removal. No dock carts, bicycles or any other item can be tied to the docks or railings at any time. **The riding of any bicycles, scooters, or any other wheeled or motorized vehicles on Marina gangways and docks is strictly prohibited, except by authorized Marina personnel.** Only bicycles may be secured to the designated bicycle rack and cannot be left overnight without prior written arrangements with Marina. Those left at the designated Marina area must belong to Marina Licensees and must have an identifiable tag with Licensee's name. Marina may dispose of any items left unattended and/or unidentified and will not be responsible for any items left on Marina premises. Marina may charge Licensee for labor and storage incurred in the removal of any unauthorized items. Under no circumstances will Marina be responsible in the event of theft or damage of any items left on Marina premises. The storage of any flammable materials in dock boxes is strictly prohibited. **Without limiting Marina's remedies for violation of this Section 7, the provisions of Section 18 below shall apply to such violation.**
8. Marina reserves the right to establish an electricity fee and/or install a meter at any dock slip at Marina's discretion. Should any meter fail to register, Marina at its sole discretion will establish a flat fee for electricity. All electricity fees shall carry the same obligation as dockage charges and any unpaid electric balance outstanding for more than 15 days will give Marina the same legal rights as though it were unpaid dockage fees. Marina will not be responsible for any damage to electronics, chargers, refrigerators or any other items on boats as a result of malfunction of Marina's electrical system, loss or damage by fire, accident, lightning, wind, storm damage, vandalism, or any cause of any nature. Open fires, outdoor grills, etc. are not permitted in the Marina premises nor may they be used in the cockpit or hanging off the boat. Any Licensee with his boat found plugged at a meter other than the one assigned to his slip will be disconnected and face expulsion from the Marina premises without any refunds. Marina reserves the right to shut off electric service to any Licensee with any unpaid electric balance outstanding for more than 15 days.
9. Upon Marina's designation of parking areas, vehicles shall be parked in designated parking areas only. Any vehicle parked in an unauthorized area or in any manner which prevents access to normal Marina operations, blocking access to dumpsters or in any manner which prevents others from passing or parking will be towed away at the expense and liability of Licensee. Any vehicle parked in excess of 24 hours without prior written arrangements with Marina's office for extended parking in a designated area with a valid parking permit for extended parking clearly visible inside vehicle may be towed at Marina's discretion at the expense and liability of Licensee. **A valid parking permit must be clearly visible and displayed at all times. Without a valid parking permit, a vehicle will be towed at Licensee's expense.** Upon signing this Agreement, Licensee will receive a maximum of two parking permits which are to be displayed at all times while on Marina property. Marina will impose a fee of **\$25** for the replacement of any lost parking permit and will only replace one (1) permit.
10. **Licensee shall obtain and keep in effect throughout the term of this License, liability insurance covering the boat under a policy having limits of not less than a combined single limit of \$1,000,000 per occurrence, with a \$1,000,000 aggregate limit for liability, include liability for property damage, bodily injury and death. All such insurance shall (a) contain endorsements that such insurance may not be canceled or amended or non-renewed nor have its limits of liability reduced without thirty (30) days prior written notice to Marina, (b) contain a severability of interest clause, (c) name Moonbeam Great Kills Marina LLC as an additional insured, and (d) waive any right on the part of the insurer against Marina.** The minimum limits of the liability policy shall not limit Licensee's liability hereunder. No deductible shall exceed \$1,000.00. **Licensee shall provide the Marina with a certificate evidencing such coverage upon signing this Agreement and upon demand.** Licensee shall be held responsible for any injuries, loss and damages caused to other boats in the Marina or to the Marina facilities and property by Licensee or any Licensee's family member or guest visiting Marina. Licensee accepts full responsibility for any property damages and injuries of any nature to himself, any family member, guests and others visiting the Marina. In no event shall the Marina assume any liability for injuries of any kind. Licensee shall indemnify Marina against any and all claims of money awards relating to any family member or visitor claiming injuries and/or property damage. Indemnification shall include any subrogation claim by any insurance company for damages of any nature to Licensee's boat.
11. Licensee waives all claims, causes of action and rights of recovery against Marina and its affiliates, agents, officers and employees, for any injury to or death of persons or any damage or destruction of persons, property or business which shall occur on or about Marina's premises originating from any cause whatsoever to the extent such injury, death or property damage is required to be covered by a policy or policies maintained by Licensee and to the extent that any loss, damage theft, misappropriation or other casualty to Licensee's personal property could have been insured against by an insurance policy. Licensee assumes and shall bear all risk of loss, damage, theft, misappropriation or other casualty to all or any portion of Licensee's boat and/or other personal property located at or about Marina's premises, irrespective of the cause.
12. If Marina transfers its interest in the Marina premises, it shall be released from all liability and obligations hereunder, no matter when accruing.
13. Marina reserves the right to have its own personnel perform all work. No guest, third party, outside contractor or mechanic may work on any boat without the express written agreement of Marina. If such permission is given, the person performing the work must sign and abide by the outside contractor conditions form in Marina's office. Outside contractor status is determined by Marina management. No work may be performed by Licensee or his agents on any boat within a building or while being handled by Marina equipment or personnel. Access to boats on dry storage will be granted during Marina's office hours only and at the sole discretion of Marina personnel during said office hours. Shrink Wrap to be performed **ONLY** by Marina personnel.
14. Licensees are not permitted to step or unstep masts in Marina premises. All stepping and unstepping of masts at Marina premises must be done by Marina personnel at the prevailing rates. Licensees who do not unstep their masts will be responsible for any bodily injuries, loss and damages caused by their boat, to their boat, to other boats, persons and property, and Marina personnel and property. Marina strongly recommends the unstepping of masts to avoid wind damage. Licensee shall indemnify Marina against any claims of any nature by adjoining boats if masts are not unstepped. Licensee of a boat that is stored on land with its mast being left up hereby accepts responsibility for any damages to his boat and other boats, people and property that result from the mast being left up.
15. Licensee is **not** permitted to sublease or rent storage or dockage space to a third party. **Licensee may not assign this Agreement or delegate his duties hereunder.** Licensee may **not** assign this Agreement or delegate his duties hereunder. This prohibition includes a prohibition against any assignment or delegation by operation of law. Notwithstanding any assignment or delegation, Licensee shall remain fully liable and shall not be released from any obligations under this License. In the event that Licensee's boat is sold prior to termination date of Agreement, there will be a \$100 transfer fee to the new boat ownerLicensee if the new ownerLicensee keeps the boat in the Marina premises at Licensee's slip. Otherwise, Marina reserves the right to reassign the slip and terminate this Agreement without notice or refund. Licensee may not transfer between slips without the Marina's prior written consent.

16. Licensee shall obey all laws, ordinances and regulations, including limitation of dumping of refuse into the harbor and failure to obey all laws, ordinances and regulations shall render this Agreement subject to termination by Marina and all payments made shall be retained by Marina. Dumping or disposing of petroleum products on land or into the harbor is illegal. Such products must be disposed of in accordance with present laws and regulations. Inquire at Marina office. Costs of clean-up or fines by regulatory authorities to Marina resulting from oil spill or leakage from Licensee's boat shall immediately be fully reimbursed to Marina by Licensee.
17. Marina shall have a lien against Licensee's boat for all monies owed to Marina whether the boat is on or off Marina premises.
18. Licensee assumes responsibility for all visiting family members and guests. Licensee, his family members and guests shall conduct themselves at all times so as not to create annoyance, hazard and/or nuisance to Marina, other persons and/or property. Any disorderly or immoral or offensive conduct by Licensee, his family members or guests which in the sole judgment of Marina might injure a person, cause damage to property or harm the reputation of Marina, shall be cause for immediate removal from the Marina. Such violation or conduct shall be deemed good cause for the rejection of all future requests for dockage and/or storage. Marina reserves the right to terminate this Agreement when there is a violation of the terms and conditions hereof, Marina's rules and regulations, and/or applicable rules, laws and/or regulations of the environmental authorities, the National Park Service, the United States Coast Guard, the New York City police, the National Park Service Police, the New York State Department of Environmental Conservation, and/or any other governmental entity or agency. In case of termination, there will be no refunds and all payments made shall be prorated according to usage at Marina's transient rates.
19. Licensee acknowledges that Marina makes no representation regarding the adequacy of water levels, boat ingress to and/or boat egress from Marina premises. Marina is not responsible for and Licensee assumes all risk of damage resulting directly or indirectly from high or low water levels. "NO WAKE" signs shall be strictly enforced within the Marina area. Licensee shall be held fully responsible for all damage caused by his boat's wake to his boat, other boats, persons and property.
20. Marina reserves the right to reject any application for a berth or land storage and to terminate any agreement when, in the opinion of Marina, any questions of safety are involved, or when there has been a past violation of Marina's terms and conditions under this Agreement or any other agreement (present or past) between Licensee and Marina or the prior operator, Marina's rules and regulations, and/or applicable rules, laws and/or regulations of the environmental authorities, the National Park Service, the United States Coast Guard, the New York City police, the National Park Service Police, the New York State Department of Environmental Conservation, and/or any other governmental entity or agency.
21. Marina is not responsible for removing bilge drain plugs at any time or for pumping out any bilge that has no drain plug. Marina requires that all antennas be removed prior to hauling by Licensee. Marina is not responsible for damage, breakage or loss of any antenna which is not removed. Licensee is urged to remove all loose and valuable gear from his boat, including electronics. Marina is not responsible for loss of any items under any conditions. No items may be left unattended at any time on Marina premises. Marina will not be liable for loss or damage to any boat or property in case of freeze up at any time.
22. If Licensee does not request a haul date or enter into a winter storage agreement, Marina reserves the right to schedule the hauling of Licensee's boat at Marina's own discretion without liability and to charge Licensee the daily transient rate for every day the boat remains in the slip after October 14, 2021. Licensee will be advised of date of hauling and must drive boat to service dock. If boat is not at service dock for hauling on scheduled date, Marina will charge Licensee the prevailing rate for moving boat from slip to service dock. If Licensee does not request a launch date, they will be placed on a first come first serve basis after Licensees who had previously requested a launch date. All hauling and launching dates are approximate and done at the Marina's sole discretion. It is the Licensee's responsibility to move boat from service dock to their slip within 24 hours after launching. If not removed after those 24 hours, the Marina will move boat to Licensee's slip and charge Licensee the prevailing rate. Licensee agrees to hold Marina harmless from and against any claims arising out of or in connection with launching, hauling, towing and moving boats and waives any and all claims it may have or obtain against the Marina.
23. Marina will be closed to the public from December 24th until January 31st of following year with 24-hour security in place during that period. No boats can be moved in or out of marina premises during this period of time. In addition, absolutely no boats can be moved when there are hazardous conditions including but not limited to snow, ice, wind, rain, inclement conditions or weather or the threat of inclement weather or inclement conditions. **NO OVERNIGHT OCCUPANCY, LODGING OR RESIDENTIAL USE OF BOATS FROM NOVEMBER 1, 2021 THROUGH APRIL 1, 2022.**
24. Boat length to be determined upon measurement length on official boat registration or overall physical measurement of boat (including bow pulpits, swim platforms and outboard brackets), whichever is larger. Slip charges to be determined by the overall length of the boat or slip, whichever is larger. Any boat exceeding 17 feet width will be subject to a minimum charge of two slips. Only one boat may occupy a slip. Any boat 16' and up in overall length will be considered a boat.
25. The only pets allowed in the Marina are dogs. Dogs must be kept on leashes held at all times by Licensee and may not be left unattended on boats. Licensee must clean up after his dogs while on Marina premises. Dogs are only allowed if they do not disturb other boaters or the Marina management. Any dogs found to be a nuisance to other Marina Licensees (e.g. excessive or annoying barking) may be required to leave the property at Marina management's sole discretion. Without limiting Marina's remedies for violation of this Section 25, the provisions of Section 18 above shall apply to such violation.
26. Trailers and/or cradles stored at Marina at Licensee's sole responsibility and must be stored as directed by Marina and must clearly display the identification tag provided by the Marina; any unidentified trailers may be disposed of at Marina's discretion. In no event shall the Marina be responsible for loss, theft or any damage to trailers or cradles. Marina reserves the right to place and/or relocate at any time, at its sole discretion, any boat or trailer on any available space on land without notification to or approval from Licensee.
27. Marina reserves the right to refuse wet or dry storage to any boat not deemed seaworthy by the Marina, or considered by Marina to pose a danger to Marina property. Marina reserves the right at its own discretion to terminate, not to renew or not to grant a license to any individual who has a delinquent account, or who has committed an illegal act involving the Marina or its premises. Marina at its sole discretion reserves the right to refuse wet or dry storage Agreement renewal to any Licensee with outstanding balances unpaid as per Marina's Agreement terms, or who has caused problems of any nature for the Marina, the Marina staff or regulatory authorities. Marina reserves the right not to renew this Agreement and/or the right to assign it to a third party.
28. Unless Licensee acts immediately to do so, Marina reserves the right to Agreement others directly to raise any sunken or partially sunken Licensee's boat on Marina property, even without Marina's notification to Licensee, to avoid hazards of fuel spillage into the waters or future navigational hazards. Licensee shall immediately reimburse the Marina for all expenses of such action, including but not limited to fines levied by regulatory agencies and legal expenses to collect any monies from Licensee.
29. All bills to be paid in full before boat is launched, arrives by water or leaves the Marina. There will be no refunds under any circumstances. Great Kills Marina is authorized to haul and land store any boat with a delinquent account or boat which is not at its assigned slip at Licensee's expense and rent said dock space. Marina reserves the right to re-rent dock space of any Licensee with a delinquent account. Licensees with delinquent accounts are responsible for their outstanding balance until their dock space is assigned to someone else due to their account being delinquent and charged the transient daily storage rate. Launch and haul included with land storage in winter agreements must be used within the dates specified in the Agreement and do not carry over to the next or any other season.
30. Bottom painting to be performed by Marina's personnel only. Violation of this Marina regulation may result in expulsion from Marina, and all payments made to the Marina shall not be refunded to Licensee. Costs of clean-up or fines by regulatory authorities to the Marina resulting from Licensee's bottom painting shall immediately be fully reimbursed to the Marina by the Licensee. Only Marina personnel are allowed to perform any work below boat's water line, including but not limited to scraping, sanding and priming.
31. No fishing, crabbing, diving or swimming allowed off any of the docks or off any boat docked at the Marina.
32. No boat may be docked so that any part of boat will overhang the docks and/or fingers in any manner which makes the dock and/or fingers unsafe for pedestrians or hinders the movement of Marina golf cars. Any such boat may be repositioned in its slip by Marina personnel at the Licensee's expense or Licensee may have to relocate the boat to a different slip assigned by Marina.
33. Any boat remaining at its slip after **October 15, 2021** without written arrangements with the Marina office for an extended season or execution of a Winter Agreement may be towed, hauled, pressure washed, winterized, blocked and stored at the Licensee's expense. Marina shall not be responsible for winterization, and shall use its sole discretion in electing to winterize Licensee's boat at Licensee's expense. Services rendered are to be paid within 7 days after billing.
34. Transient daily rate for dockage or storage will apply to all commercial or company boats unless otherwise agreed in writing by Marina management.
35. Marina reserves the right to tow and haul any boat to and from any location within the Marina that has not made arrangements in writing with the Marina office, misses a scheduled haul appointment without a 24 hour cancellation notice to Marina office, or is in a slip or location not assigned to the Licensee without notice to Licensee. Marina reserves the right to tow and haul

boats with outstanding balance of monies to the Marina. Any expenses in towing, hauling, blocking and launching of said boat shall be borne by Licensee who owes monies, misses a scheduled haul appointment without a 24-hour cancellation notice, or docks without authorization, to be charged at Marina's posted rates. Marina reserves the right to relocate any boat to any location. Marina reserves the right to reassign Licensee's slip at any time at Marina's own sole discretion. All boats dry stored must be launched by **May 15, 2021** or marina reserves the right to haul and block to another location and charge boat Licensee prevailing fee for relocation of the boat.

36. Transfer of fuel at dock slips is prohibited. Failure to comply may result in direct violation of Marina rules and regulations. and Section 18 above will apply. Absolutely no liveboards are allowed on Marina premises.

37. The posting of "For Sale", advertising, soliciting or other signs anywhere on Marina property or Licensee's boat is prohibited except for postings on the authorized bulletin board located in the Marina office. Marina reserves the right to remove and dispose of any unauthorized postings without notice and does not assume responsibility for any damage to any removed postings or for any costs incurred by Licensee for the unauthorized signs. Marina's address shall **not** be furnished for business or personal purposes by Licensee.

38. Marina's garbage facilities are for regular boat and galley refuse ONLY. Items that can NOT be placed in the dumpster include but are not limited to dirt, sod, concrete or rock, appliances, furniture, hot ashes or flammable materials such as oil, gas or paint, debris from construction, remodeling or demolition, hazardous waste or materials, wet/liquid paint. This area is under 24 hour surveillance and recording, and any violators will be subject to termination of this agreement immediately upon verbal or written notice by the Marina and all payments made shall be retained by Marina as liquidated damages, and violators may be subject to criminal or environmental penalties. Costs of clean-up or fines by regulatory authorities to the Marina resulting from unauthorized garbage dumping shall immediately be fully reimbursed to the Marina by the Licensee. Anyone dumping garbage in non-designated area will be fined for cleanup costs and /or may face expulsion from the marina.

39. In the event Licensee's boat is abandoned on Marina property, Licensee shall be personally liable and shall reimburse Marina for any expenses incurred by abandonment including but not limited to legal and lien fees, transient daily storage fees, disposal and removal costs.

40. Marina at its sole discretion reserves the right not to use travel lift or forklift and or to refuse outside equipment in its premises.

41. Licensees requesting Winter Wet Storage must provide Marina office with copy of valid and adequate insurance coverage within 7 days of executing Marina's current agreement for same or by **November 15, 2021**, whichever is earlier. If not provided, Marina reserves the right to terminate this Agreement and Licensee must vacate immediately and all payments made shall be prorated according to usage at the Marina's transient rates.

42. Quiet hours are from 11pm to 7am. Licensee and guests for whom Licensee is responsible for found to be a nuisance or create disturbance to other Marina Licensees, Marina staff or management may be required to leave the property immediately at Marina's management discretion. Without limiting Marina's remedies for violation of this Section 42, the provisions of Section 18 above shall apply to such violation.

43. Licensees and their guests are responsible for cleanup and hauling off their own trash. No items or equipment (dinghies, ladders, supplies, etc.) may be stored under the hull at any time. Any items stored under or around the hull may be removed without notice by the Marina and Licensee will incur a charge for this removal. Marina will not be responsible for loss or damage due to removal. Boat Licensees must keep the area around their boats clean at all times. Failure to do so may face expulsion from Marina, and all payments made to the Marina shall not be refunded to Licensee.

44. Absolutely no space heaters, heat lamps, dehumidifiers are allowed to be operated on Boats in land storage or at the docks. Electrical cords shall not be left plugged in on Boats in dry storage. Marina personnel will unplug all cords when found and Marina will not be responsible for loss or damage due to removal.

45. Marina reserves the right to enforce all of the aforementioned terms and conditions without notice at any time, even if they were not enforced on a prior occasion.

46. Roller furling sails must be removed prior to haul out. All sailboats to be stored at marina with masts up must remove all their sails prior to land storage. If all sails not promptly removed, marina personnel may remove them, place them on top of their boat and Marina will not be responsible for loss or damage due to removal. Licensee will be billed a fee for the removal of the sails and is responsible for payment within 7 days of the invoice date.

47. No commercial activities permitted aboard any boat on Marina premises, even if the boat is commercial or company owned. Violation of this clause will result in expulsion from Marina's premises

48. Marina is not responsible for loss or damage due to any accumulation of water in the Licensee's boat under any circumstances.

49. **NO REFUNDS WILL BE GIVEN FOR ANY REASON.**

50. If Licensee is comprised of more than one person or entity, each person and entity comprising Licensee shall be jointly and severally liable under this Agreement.

51. If due to Licensee's breach of any of his obligations hereunder, Marina employs a collections agency or an attorney to enforce or defend any of the Marina's rights or remedies, Licensee shall pay reasonable collections and attorneys' fees and court costs incurred by Marina, whether or not a lawsuit is brought. If Licensee's check is returned due to non-payment, Licensee agrees to pay a returned check charge as Marina determines.

52. Licensee assumes full liability for all accidents, losses, damages, liabilities, suits, judgments, demands, causes of action, injuries, fines, fees, costs, expenses (including attorney fees), and/or claims therefor, and shall protect, defend and uphold Marina and Marina's officers, directors, partners, trustees, shareholders, agents, affiliates, successors, assigns, contractors, agents and employees, arising from: (a) the use of Marina's premises by Licensee, his family member and guests; (b) from any activity done, permitted or suffered by Licensee, his family members or guests in or about Marina's premises; (c) any act, neglect, fault, willful misconduct or omission of Licensee, his family members and guests; (d) any breach or default in the terms of this Agreement by Licensee; and/or (e) any action or proceeding brought on account of any matter described in this Section 52 (a) through (d). The obligations of Licensee under this Section 52 shall survive the expiration or termination of this Agreement. The foregoing indemnity shall not relieve any insurance carrier of its obligations under any policies required to be carried by Licensee, to the extent that such policies cover the peril or occurrence that results in the claim that is subject to the foregoing indemnity.

53. It is **not** the intention of either Marina or Licensee to create between them the relationship of Landlord and Tenant. Rather, this Agreement is intended solely to create a bare privilege on the part of the Licensee, personal to Licensee.

54. This Agreement and any exhibits and/or addendum attached hereto, set forth the entire agreement between the parties as to the subject matter hereof. Any prior conversation or writing are merged herein and extinguished. There are no oral promises conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties. No subsequent amendment to this Agreement shall be binding upon Marina or Licensee unless reduced to writing and signed by both parties, except as otherwise provided herein.

55. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy, all of which together will constitute one agreement, binding upon both parties, notwithstanding that both parties shall not have signed the same counterparts. If any counterpart to this Agreement is transmitted by facsimile machine, email or other electronic medium, it will be treated for all purposes as an original document. Digital, electronic and facsimile signatures shall have the same effect as ink signatures. In the event Marina accepts or utilizes e-signatures: Licensee agrees, and it is Licensee's intent, to sign this Agreement by whatever e-signature solution Moonbeam Great Kills Marina LLC uses and by electronically submitting this Agreement to Moonbeam Great Kills Marina LLC. Licensee understands that Licensee's signing and submitting this Agreement in this fashion is the legal equivalent of having placed Licensee's handwritten signature on the submitted Agreement and this affirmation. Licensee understands and agrees that by electronically signing and submitting this Agreement in this fashion Licensee is affirming to the truth of the information contained therein.

56. Plural and singular words will be deemed to include the other. The masculine, feminine, and neuter genders will each be considered to include the others.

57. Time is of the essence of all of Licensee's obligations.

58. Licensee's financial and indemnification obligations hereunder shall survive any termination of this Agreement.

## **LICENSEE ACKNOWLEDGES AND AGREES TO BE BOUND BY THE FOLLOWING RULES:**

1. IF LICENSEE, ANY FAMILY MEMBER AND/OR GUEST THREATENS OR ACTS AGGRESSIVELY TOWARD MARINA STAFF OR OTHER LICENSEES, LICENSOR MAY CALL THE PARK POLICE IN ITS DISCRETION, EXPEL LICENSEE AND/OR SUCH PERSON FROM THE MARINA WITHOUT REFUND AND BAN HIM OR HER FROM THE MARINA FOR SUCH PERIOD AS LICENSOR DEEMS APPROPRIATE IN ITS SOLE DISCRETION
2. IF LICENSEE, ANY FAMILY MEMBER AND/OR GUEST APPEARS TO BE INTOXICATED AND/OR UNDER THE INFLUENCE OF ALCOHOL OR DRUGS, ENGAGES IN DISORDERLY CONDUCT AND/OR APPEARS TO BE IN A CONDITION TO POTENTIALLY CAUSE HARM TO HIMSELF OR OTHERS, LICENSOR WILL ASK HIM OR HER TO LEAVE THE MARINA AND MAY IN ITS SOLE DISCRETION CALL THE PARK POLICE TO DEAL WITH SUCH PERSON.
3. IT IS PROHIBITED TO SCRAPE, SAND, PRIME OR PAINT LICENSEE'S BOAT BELOW THE WATER LINE (I.E. BOTTOM PAINTING). LICENSOR MAY EXPEL LICENSEE FROM THE MARINA WITHOUT REFUND IN SUCH CASE AND LICENSEE WILL BE LIABLE FOR ALL CLEAN UP COSTS AND FINES IMPOSED BY THE AUTHORITIES! NO EXCEPTIONS!
4. QUIET HOURS ARE FROM 11PM TO 7AM. IF LICENSEE, ANY FAMILY MEMBER AND/OR GUEST IS FOUND TO BE A NUISANCE OR CREATE A DISTURBANCE TO OTHER LICENSEES, MARINA STAFF OR MANAGEMENT, LICENSOR MAY ASK HIM OR HER TO LEAVE THE MARINA IN LICENSOR'S DISCRETION.
5. BY ORDER OF THE LEGAL AUTHORITIES, IT IS PROHIBITED TO FUEL BOATS AT THE MARINA AND/OR TO PLACE GAS CANS ON THE DOCK.
6. EVERY CAR IN THE MARINA PARKING LOT MUST HAVE A PARKING PASS VISIBLE AT ALL TIMES. IF LICENSEE HAS A FAMILY MEMBER OR GUEST COMING TO THE MARINA, IT IS LICENSEE'S RESPONSIBILITY TO PROVIDE SUCH PERSON WITH A PARKING PASS. TEMPORARY PARKING PASSES ARE AVAILABLE AT THE MARINA OFFICE.
7. WHEN LICENSEE TIES UP LICENSEE'S BOAT, LICENSEE MUST ENSURE THAT THE PULPIT AND ANCHOR DO NOT PROTRUDE INTO THE DOCK'S WALKWAY. PROTRUSION CREATES A TRIP HAZARD AND IS DANGEROUS TO ANYONE WALKING THE DOCK. . LICENSEE IS RESPONSIBLE FOR ALL PERSONAL INJURIES, DEATH AND/OR PROPERTY DAMAGE IF LICENSEE VIOLATES THIS RULE.
8. TO AVOID HAVING LICENSEE'S ANCHOR AND PULPIT PROTRUDE ONTO THE DOCK, LICENSEE MUST ENSURE THAT LICENSEE'S SPRING LINE IS THE CORRECT LENGTH, FROM MID SHIP TO THE STERN CLEAT, AND TIGHTENED, SO THE BOW DOES NOT HIT THE DOCK.
9. LICENSEE MUST OBSERVE ALL LAWS. THE COAST GUARD AND DEPARTMENT OF ENVIRONMENTAL CONSERVATION ARE ON PATROL AND WILL ENFORCE THE LAW ON THE WATER.
10. LICENSEE MUST STAY AT LEAST 75 FEET FROM THE MARINE PARKWAY BRIDGE, EVEN IF DRIFTING.
11. TO AVOID FINES FROM THE AUTHORITIES, LICENSEE'S BOAT MUST HAVE 3 FLARES, A WHISTLE OR HORN, A DAYTIME DISTRESS FLAG, A LIFE JACKET FOR EACH PERSON ABOARD, A FIRE EXTINGUISHER AND AN ANCHOR.
12. EACH CHILD 12 YEARS OLD OR YOUNGER MUST WEAR A LIFE JACKET ON DECK.
13. PER THE FISHING REGULATIONS FOR JAMAICA BAY NATIONAL RECREATION AREA, ALL FISH CAUGHT MUST BE OF LEGAL SIZE OR FINES MAY BE IMPOSED BY THE AUTHORITIES.
14. ALL GARBAGE MUST BE REMOVED FROM THE DOCKS AND PLACED IN THE MARINA-PROVIDED GARBAGE CANS.
15. DOGS ARE WELCOME AT THE MARINA PROVIDED THEY ARE NOT A NUISANCE TO OTHER BOATERS. IT IS THE DOG OWNER'S RESPONSIBILITY TO PICK UP AFTER HIS OR HER DOG. THOSE WHO FAIL TO DO SO WILL NOT BE WELCOME BACK WITH THEIR DOGS.