

MAKO MARINA
117 HUDSON AVENUE
FREEPORT, NY 11520
516-378-7331 FAX: 516-378-3053

YEARLY DOCKAGE AGREEMENT

SLIP NO: _____

CUSTOMER

NAME: _____ PHONE: _____

CELL (OTHER PHONES) _____ E-MAIL: _____

ADDRESS: _____

MAKE OF BOAT: _____ BOAT NAME: _____

YEAR: _____ LENGTH: _____ ENGINE MODEL: _____

NYS REG #: _____ HULL # _____

TERMS AND CONDITIONS: GENERAL CONDITIONS OF DOCKAGE/STORAGE AGREEMENT

For and in consideration of the payment of rental and other charges set forth in the rate schedule, Part I, MAKO MARINA, hereinafter referred to as "Operator" hereby leases to the tenant whose name is subscribed hereto a boat slip or storage. It is agreed between the parties hereto that the following shall be the general conditions of this agreement:

1. Tenant shall strictly comply with all the rules and regulations of Mako Marina, which are herein set forth on part III.
2. All slip rentals, moorings charges, locker rental, and other charges shall be strictly in accordance with published schedules. All rentals, fees and other charges shall be paid in advance and no refunds shall be made under any circumstances.
3. This agreement is non-transferable. If tenant sells or charters his boat, all rights to said boat slip/storage area are forfeited. No subleasing of slips or transfer of boats between slips will be allowed except upon written permission of the Operator.
4. Operator's sole obligation under this agreement shall be to provide the boat slip/storage area hereinabove referred to. Operator shall under no circumstances be responsible for any losses or damages to boats in the marina. Each tenant shall be responsible for damages which he may cause to other boats in the marina or for damages to any structure in the marina. Tenant agrees to keep, save and hold operator harmless from any and all damages and liabilities for anything and everything whatsoever arising out of the occupancy by tenant's boat of Operator's premises.

Note: It is understood and agreed by the parties to this agreement that the operator, its agents and/or equipment whatsoever including: fire, theft, windstorm, water damage, loss of life or personal injury,

malicious Vandalism, freezing, acts of God, or latent defects in the hull or machinery and does not carry any insurance to cover same. It is the Tenant's responsibility to have same and list Mako Marina as co-insured and have the insurance company send copy to Operator.

5. It is specifically agreed that the Operator shall have a lien in the amount of the rental and other charges due against the tenant's boat, as provided under the laws of the State Of New York.

6. In the event of any breach by tenant of any of the terms of this agreement, operator may terminate this agreement and tenant forfeits any and all claims for refund of any sums paid hereunder to the date of such breach and termination.

7. In order to comply with environmental laws and regulations along with insurance company restrictions, all repairs and refurbishment made to the bottom of the boat (such as: cleaning, scraping, sanding, painting, removing and installation of zincs, props, rudders, shafts, trim tabs and thru hull fittings) must be done by operator personnel exclusively with material supplied by Mako Marina.

8. If the boat is not removed at the expiration of this agreement, tenant will pay a charge at the rate of \$2.00/ft/day for each day or part thereof that tenant's boat remained on operator's premises. Tenant also agrees to pay any other charges incurred due to the holdover including reasonable legal fees.

WINTER DOCKAGE/STORAGE

November 15 to April 15

SIGNATURE _____ DATE: _____

DEPOSIT DUE UPON RECEIPT	\$ _____
1 ST INSTALLMENT DUE 30 DAYS AFTER DEPOSIT	\$ _____
FINAL INSTALLMENT DUE 30 DAYS AFTER 1 ST INSTALLMENT	\$ _____