

24. All owners are responsible for keeping their dock lines and fenders in good order and are responsible for any damage caused by breakage or loosening due to improper tying. BOAT OWNER IS RESPONSIBLE FOR SUPPLYING LINES AND FENDERS.
25. All electric lines and adapters are owner's responsibility.

BOATYARD SERVICE

26. All services performed on vessels to be accomplished by MARINA personnel or by MARINA authorized subcontractors. Any subcontractor performing work on any boat must have current insurance policy filled with the Marina. All work performed below water line must be performed by the Marina. All bottom work supplied through the Marina is in accordance with United States Environmental Protection Agency and New York State Department of Environmental Conservation regulations and standard.
27. Any services performed in the MARINA will be performed only upon the completion of a signed work order by the Boat Owner.

MARINA

28. No charcoal grills are to be used in the MARINA. No personal grills are authorized.
29. The MARINA has a Yacht Sales Office. Only authorized "For Sale" signs are allowed. If your boat is for sale, please list it with the MARINA's Office.
30. Pets must be on leashes.
31. Boat Owner is responsible for cleaning up after pets and must use grassy areas.
32. No one is permitted in the work areas or fuel dock. Any children in the MARINA must be accompanied by an adult at all times.
33. The MARINA is not responsible for interruptions in electrical service.
34. All boats must be removed from the MARINA by October 15 for Summer Dockage or April 15 for Winter Storage, of the current year. If no arrangements have been made for winter storage or moving the boat, holdovers will be charged at the current transit rates.
35. Boat, motors, trailers and all personal property stored will be assessed a storage fee.
36. All trash is to be deposited in dumpster provided by MARINA.
37. No Boat Owner may, without the written consent of the MARINA, permit any person other than a member of his immediate family to stay on board his vessel in his absence. Further, if the MARINA, at any time discovers persons aboard (owner, family or other wise) who, in its sole judgment, are under person(s) and the vessel from the MARINA. No live-boards are permitted in the Marina. The longest stay permitted on a vessel in the marina is two weeks in anyone month.

INSURANCE

38. The owner warrants and covenants that are the inception of this contract and at all times (including holdovers) during the contract period while the Vessel uses or occupies any facilities of the MARINA, the Vessel shall be covered by adequate Hull Insurance in an amount equal to at least eighty percent (80%) of its current value, and shall be covered also by usual forms of protection and indemnity insurance for all non-collision forms of damage caused by the Vessel or those abroad in the amount of at least \$100,000 per person and \$300,000 per incident, protecting the Owner and the MARINA against claims, demands, suits and judgments in said policy amounts for claim arising within the coverage of said policies. All such insurance shall be written by marine insurance companies duly qualified to do business as insurance companies in New York, and said policies shall provide that the MARINA shall be entitled to at least (30) days notice prior to any cancellations thereof. All insurance covering said Vessel shall contain provisions which deny to the insurer any rights of subrogation against the MARINA, and shall provide that the MARINA shall not be barred from making claim against said policies by reason of being an otherwise covered party under said insurance, to the extent that the vessel shall cause damage to facilities or persons at said MARINA. The Owner shall provide the MARINA with a Certificate of Insurance made out to Jones Inlet Marina at time of contract. Further, the Certificate of Insurance will state that the insurance provider is to notify MARINA of policy cancellation within 30 days.

MISCELLANEOUS

39. Parking is permitted in authorized areas only. Unattended vehicles in drop-off areas are subjected to be towed at the owner's risk and expense.
40. No swimming anywhere in the MARINA, or from floats, docks or bulkhead is permitted.
41. Shoes should be worn at all time when walking on the Marina property.
42. No fishing or crabbing from floats, docks or bulkhead is permitted.
43. Boat Owner represents that he is the sole owner of the boat, including all gear, rigging and equipment. He represents that the boat is documented with the Coast Guard/or is currently registered with the Department of Motor Vehicles. Further, Boat Owner is to provide copy of ether documentation or registration upon signing of contract with MARINA.
44. Boat Owner agrees to provide the following items with this Agreement.

INITIAL

- A. Copy of the Boat Registration or Documentation Papers _____
- B. Certificate of Boat Insurance _____
45. This Agreement is non-transferable.
46. If the MARINA requires the assistance of an attorney to enforce any provisions of the Agreement, Boat Owner agrees to pay the attorney's fees.

I have read the above and agree to the Policies of Jones Inlet Marina as outlined in this Agreement:

Customer Signature: _____ **Date:** _____

Print Name: _____