

GATEWAY MARINA

2010 Summer Contract

April 15, 2010 through October 14, 2010

3260 Flatbush Avenue, Brooklyn, New York 11234

Main Office 718-252-8761 Service Office 718-986-3773

Fax 718-252-8842

email: gatewaymarina@yahoo.com

SLIP ASSIGNMENT
(Assigned by Marina)

Temporary Slip

Registered Owner's Name: LAST FIRST

Requested Launch Date (a): (PLEASE FILL OUT AND CONFIRM WITH MARINA OFFICE. NO LAUNCHING ON SUNDAYS OR MONDAYS)

OR: Arriving by water on Arriving by trailer on Trailer permit#: Dinghy Permit#

Cell # Home # Work#

Address: Apt# CITY STATE ZIP

Boat Name: Overall Length Make: Year

Registration # / Documented # Beam Draft Sail () Power () Catamaran () Kayak ()

Email Office use only: Yard Location Parking Permit Received

Please contact us and provide us with your latest address and phone numbers should these change at any point during the season.

Boat Registration Supplied YES NO Licensee must bring or send copy of a valid registration within 10 business days of execution of this contract or Marina reserves the right to cancel this contract. (a) Dates to be assigned on a first come first serve basis with execution and payment of this contract. Please note there is a \$25 fee for any missed appointments not cancelled with 24 hrs notice.

NOTE: Boat length is overall, including bow pulpits, swim platforms, and outboard brackets.

Summer Dockage Semi-Private	Summer Land Storage	\$ 45 per ft. boat length plus tax
Previous Winter Stored (09-10) \$ 77 per ft. boat length	Monthly Land Storage	\$ 15 per ft. boat length per month plus tax (b)
Summer Only \$ 83 per ft. boat length	Transient Land Storage	\$ 3.50 per ft. boat length per day plus tax
Summer Dockage Private or Summer Dockage T-Head	Blocking (standard for all boats with keel over 2 feet deep)	\$ 4 per ft. boat size + tax
Previous Winter Stored (09-10) \$ 87 per ft. boat length or slip whichever is greater	Trailer, Sailboat Cradle, or Dinghy Land Storage	\$ 190 plus tax up to 20 ft., \$ 240 plus tax 21 to 25 ft., 26 ft to 30ft, \$ 275 plus tax quote only 31' and up or Hydrohoist
Summer Only \$ 93 per ft. boat length or slip whichever is greater	Monthly Trailer or Sailboat Cradle Land Storage	\$ 50 + tax up to 20 ft, \$ 60+ tax 21 to 25 ft., 26 ft to 30ft, \$ 70 + tax, 31' and up quote only, per month
Summer Dockage Parallel	Daily Trailer Storage	\$ 5 per day up to 30 ft of boat size plus tax
Previous Winter Stored (09-10) \$ 82 per ft. boat length or slip whichever is greater		
Summer Only \$ 88 per ft. boat length or slip whichever is greater		
Extended Summer Dockage (b) (10/15/10 to 12/15/10) \$ 15 per ft. boat length (\$10 per ft. boat size if paid in full by 6/15/10)		

Summer Dockage Dinghy, Inflatable, Raft, Tender, Skiff, Kayak up to 15' stored in same slip as boat \$ 250 must also have summer 2010 contract for boat 16' min. for semi, private, parallel or T-Head slip and must be stored in same slip as boat. Must be properly identified and if found at any time on Marina premises, waters or docks, other than aboard Licensee's boat, Licensee will incur the full storage fee at the Marinas' prevailing seasonal rate.

Monthly Dockage: Semi-Private Slip \$ 27 /ft. boat length per month or Private Slip \$ 29/ft boat size or slip whichever is greater per month(b) plus metered electric

Arrival date: Meter Reading: Departure Date: Meter Reading: Total Metered Electric charge including tax:

Transient Dockage \$ 3.50 per ft. boat length per day + electric: Date arriving: Number of days: Electric Charge: up to 29' \$ 5+ tax per day, 30' to 35' \$ 10 + tax per day, 36' + quote only

Launch boat \$ 8 per ft. boat length + tax (min. \$ 100+ tax)

Beach Sailing \$ 500 + tax (up to 16' boat length only)

Tow Boat (lift well to slip or slip to lift well) \$ 105 + tax up to 25 ft, \$ 120 + tax 26 to 30 ft, quote only for 31 ft and up

Overnight vehicle parking \$5 per day + tax (only in designated parking areas. Must make arrangements with office in advance)

Electric: Metered where available or minimum charge of \$ plus tax (Meter Reading Date)

Other \$ (Meter Reading Date)

\$	SUBTOTAL				
\$	NYC SALES TAX 8.875%				
\$	Summer 2010 Contract Charges	(50% Deposit Required)			
\$	Bottom Paint, Outstanding Balance or Other Charges	Amount	Date / Type	Amount	Date / Type
\$	TOTAL CHARGES (c)	Less Payments:	\$	\$	
	Balance Due: (d)	\$	\$	\$	

A 50% DEPOSIT IS REQUIRED WITH THE SIGNED CONTRACT. PAYMENT IN FULL IS REQUIRED BY APRIL 15TH, 2010, DATE OF LAUNCHING, OR DATE OF ARRIVAL BY WATER, WHICHEVER IS EARLIEST. AFTER MARCH 14TH, 2010, ALL SPACE WILL BE ASSIGNED ON A FIRST COME FIRST SERVE BASIS. THERE WILL BE NO REFUNDS. This contract is subject to all terms and conditions on reverse side. No outside contractors are permitted in the yard unless approved in writing by management. Drain plug removal and/or installation is the sole responsibility of the owner. 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. Owner access to boat in dry storage to be allowed only during Marina office hours. The Marina reserves the right to review and verify the accuracy of this contract with regard to boat length, keel size and charges and make any necessary adjustment via a credit or charge to the boat owner. The Marina is not responsible for loss or damage to Licensee's boat or property by theft, accident, vandalism, fire, wind, storm damage, or any other cause of any nature. Transient dockage or dry storage of \$3.50 per foot per day will be charged to any boat owner not vacating the Marina by OCTOBER 15, 2010 and without an executed Winter Storage Contract OR to any boat owner arriving to Marina without an executed Summer 2010 contract. Any cars parked in Marina in excess of 24 hours may be towed at Licensee's expense at Marina's discretion, unless prior written arrangements are made with the office for extended parking. (b) Monthly and extended season rates valid only with executed contract prior to arrival, otherwise transient daily rate of \$3.50 per foot per day plus NYC sales tax will apply. (d) TRANSIENT DAILY RATE OF \$3.50 PER FOOT PER DAY WILL APPLY TO ALL BALANCES NOT PAID BY DUE DATE, and all payments made shall be applied at the Marina's transient daily rate from date of arrival to Marina or April 15, 2010, whichever is earlier.

*Marina operated by JEN Marine Development LLC

I have read, accept, and agree to abide by all the Terms and Conditions stated on the front and back of this contract.

OWNER'S SIGNATURE: Date:

Marina's** Authorized Signature: Date:

CREDIT CARD AUTHORIZATION: (*) - Must be filled out if arriving by water and/or requiring electric at slip

(c) I hereby authorize JEN Marine Development, LLC, DBA Gateway Marina to bill my credit card for any services, dockage, storage, electric or repairs requested, billed and not paid for via cash or check as follows: 50% of summer charges and full payment for yard charges upon receipt of contract and balance due on launch date (prior to launching) or arrival by water date or 04/15/10, whichever is earliest. I understand that my credit card may be charged for electric usage if my bill is not paid within 15 days of invoice date.

Card Type: AMEX, VISA, MASTERCARD, DISCOVER, Card# Expiration Date

Name on credit card Billing address (if different than above) Billing Zip Code

GATEWAY MARINA'S TERMS AND CONDITIONS

1. Licensee shall furnish the Marina day and night telephone numbers and addresses at which Licensee can be reached in an emergency. Licensee further authorizes the Marina to take such actions, as it deems prudent should an emergency arise, even if Licensee cannot be reached or Licensee does not contact the Marina when the Marina at its sole discretion considers time is of the essence. Any emergency expenses borne shall be the sole responsibility of the Licensee and payable immediately upon demand.
2. The 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 therefrom without accounting to Licensee. Marina must be notified in advance of Licensee's intention to vacate 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.
3. 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.
4. Marina assumes no responsibility for the safety of the 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. Licensee is solely responsible for any emergency measures possible and the Marina does not assume any such responsibility including notification of the Licensee.
5. **Only one vessel 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 the Marina's prevailing seasonal rate. Their identification marks or names are required to be recorded with the 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 owner's expense and charged the full seasonal rate regardless of length of time stored during this contract.
6. Licensee shall not place supplies, materials, accessories, or debris on walkways, or floats and shall not construct thereon any steps, lockers, satellite dishes, cabinets, or similar structures except with the written approval of the 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 or structures 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. No dock carts, bicycles or any other item can be tied to the docks or railings at any time. Bicycles and dock carts may be secured to the designated bicycle rack and can't be left overnight without prior office arrangements. Those left at the designated Marina area must belong to Marina customers and must have an identifiable tag with customer's name. Marina may dispose of any items left unattended and/or unidentified and the Marina 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 the Marina be responsible in the event of theft or damage of any items left on Marina premises.
7. Marina reserves the right to establish an electricity fee and/or install a meter at any dock slip at the Marina's discretion. This fee shall carry the same obligation as dockage charges and any unpaid electric balance outstanding for more than 15 days will give the 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 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 charged a fee of \$500 and face expulsion from the Marina 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.
8. Upon Marina's designation of parking areas, vehicles shall be parked in designated parking areas only; any vehicles parked in an unauthorized area or in any manner which prevents access to normal operation or in any manner which prevents others from passing or parking will be towed away at the expense and liability of Licensee. Vehicles parked in excess of 24 hours without prior written arrangements with Marina office for extended parking may be towed at Marina's discretion at the expense and liability of Licensee. Upon signing this contract, Licensee will receive a maximum of two parking permits which are to be displayed at all times while on Marina property. Marina reserves the right to impose a fee of \$10 for the replacement of any lost parking permit and will only replace one (1) permit. Licensee will also receive one (1) docking permit which must be displayed on the vessel in a visible location at all times. For additional cars, prevailing daily vehicle parking fees will apply.
9. Licensee agrees to have his boat insured at all times with complete marine hull coverage including personal liability and shall provide the Marina with evidence of such coverage upon demand. Licensee shall be held responsible for any damage caused to other boats in the Marina or to the Marina facilities by Licensee or any Licensee's family member or guest visiting Marina. Licensee agrees to notify the Marina of termination of insurance policies in effect pursuant to the terms of this section. Licensee agrees to accept full responsibility for any injuries of any nature to himself, any family member or guest 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. Indemnification shall include any subrogation claim by any insurance company for damages of any nature to Licensee's boat.
10. The word "Marina" is used here to indicate GATEWAY MARINA operated by JEN Marine Development LLC, an authorized concessioner of Gateway National Recreation Area, National Park Service, United States Department of the Interior, 3260 Flatbush Avenue, Brooklyn, NY 11234. The word "Licensee" is used here to indicate the owner of the boat to be kept at the Marina.
11. Marina reserves the right to have its own personnel perform all work. No outside contractors or mechanics may work on any boat without the express written agreement of the Marina. No work may be performed by the 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.
12. Licensee's are not permitted to step or unstep masts in the Marina. All stepping and unstepping of masts at the Marina must be done by the Marina at the prevailing rates. Licensees who do not unstep their masts will be responsible for any damages caused by their boat, to their boat, or to other boats and Marina 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.
13. Licensee is not permitted to sublease or rent storage or dockage space to a third party. Licensee may not assign this Agreement. In the event that Licensee's boat is sold prior to termination date of contract, there will be a \$100 transfer fee to new boat owner if new owner remains in Marina at Licensee's slip. Otherwise Marina reserves the right to reassign slip.
14. 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 cancellation on five (5) days written notice by the Marina and all payments made shall be retained by Marina as liquidated damages. 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 the Marina resulting from oil spill or leakage from Licensee's vessel shall immediately be fully reimbursed to the Marina by the Licensee.
15. Any monies owed Marina shall be a direct lien against the boat. This will apply while boat is on or off the Marina premises.
16. Licensee assumes responsibility for all visiting family members and/or guests. Licensee and guests for whom Licensee is responsible agree to conduct themselves at all times so as not to create annoyance, hazard or nuisance to the Marina or the other patrons. Marina reserves the right to terminate any agreement on five (5) days written notice by the Marina when there is a violation of the Marina's terms and conditions and/or the Marina's rules and regulations, or rules, laws and regulations of the environmental authorities, the National Park Service, the United States Coast Guard, the New York City or NPS Police, NYS DEC, or any other official agency, and all payments made shall be prorated according to usage at the Marina's transient rates.
17. Licensee acknowledges that Marina makes no representation regarding the adequacy of water levels or ingress. Marina is not responsible for damages resulting directly or indirectly from high or low water levels. "NO WAKE" shall be strictly enforced within the Marina area. Licensee shall be held fully responsible for any damage caused by his vessel's wake to his boat, other boats and Marina property.
18. Marina reserves the right to reject any application for a berth or land storage and to terminate any agreement when, in the opinion of the Marina, any questions of safety are involved, or when there has been a past violation of the Marina's terms and conditions and/or the Marina's rules and regulations, or rules, laws and regulations of the environmental authorities, the National Park Service, the United States Coast Guard, the New York City or NPS Police, NYS DEC, or any other official agency.
19. **Marina does not assume responsibility for removing bilge drain plugs at any time or for pumping out any bilge that has no drain plug. The Marina requires that all antennas be removed prior to hauling by Licensee. Marina assumes no responsibility for damage, breakage, or loss of any antenna which is not removed. Boat owners are urged to remove all loose and valuable gear from their boat, including electronics. Marina does not assume any responsibility 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 the boat or property in case of freeze up at any time.**
20. If customer does not request a haul date, Marina reserves the right to schedule the hauling of Licensee's boat at Marina's own discretion. Customer 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 customer the prevailing rate for moving boat from slip to service dock. If customer does not request a launch date, they will be placed on a first come first serve basis after customers who had previously requested a launch date. All hauling and launching dates are approximate and done at the Marina's discretion. It is the customer's responsibility to move boat from service dock to their slip within 24 hours after launching. If boat is not removed after those 24 hours, the Marina will move boat to Licensee's slip and charge customer the prevailing rate.
21. 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.
22. 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 vessel exceeding 17 feet width will be subject to a minimum charge of two slips. **Only one vessel may occupy a slip.** Any boat 16' and up in overall length will be considered a vessel.
23. Dogs must be kept on leashes held at all times by their owner and owners must clean up after their dogs while on Marina premises. Excessive or annoying barking, or leaving dogs unattended on boats shall be covered by clause #16 of this contract.
24. Trailers and/or cradles stored at Marina 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, Licensee's vessel or trailer on any available space on land without notification to or approval from Licensee.
25. 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 contract 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 contract renewal to any customer with outstanding balances unpaid as per Marina's contract terms, or who has caused problems of any nature for the Marina, the Marina staff or regulatory authorities.
26. Marina reserves the right to contract others directly to raise any sunken or partially sunken Licensee's vessel 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.
27. 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. Gateway Marina is authorized to haul and land store any boat with a delinquent account at Owner'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 contracts must be used within the dates specified in the contract and do not carry over to the next or any other season.
28. 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.
29. The riding of any bicycles, scooters, or any other wheeled or motorized vehicles on Marina docks, except by authorized Marina personnel, is strictly prohibited. No fishing allowed off any of the docks or off any boat docked at the Marina.
30. No vessel may be docked so that any part of vessel 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.
31. Any boat remaining at their slip after October 15th without written arrangements with the Marina office for an extended season or execution of a winter contract may be towed, hauled, pressure washed, winterized, blocked and stored at the owner's expense. Marina shall not be responsible for winterization, and shall use its sole discretion in electing to winterize Licensee's vessel at Licensee's expense. Services rendered are to be paid within 7 days after billing.
32. No commercial vessels will be allowed in Marina. No commercial activities permitted aboard any vessel on Marina premises. No commercial activities permitted anywhere on Marina premises. Violation of this clause will result in expulsion from Marina.
33. 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 boat owner without notice to boat owner. Marina reserves the right to tow and haul vessels with outstanding balance of monies to the Marina. Any expenses in towing, hauling, blocking and launching of said vessel shall be borne by owner of boat owing monies, missing a scheduled haul appointment without a 24 hour cancellation notice, or docked without authorization 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 discretion. All boats dry stored in parking lot area must be launched by April 30th or marina reserves the right to haul and block to another location and charge boat owner prevailing fee for relocation of the vessel.
34. Transfer of fuel at dock slips is prohibited. Failure to comply may result in direct violation of Marina rules and regulations and item #16 on this list will apply. Absolutely no liveboards allowed on marina premises.
35. The posting of "For Sale", advertising 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.
36. 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 cancellation 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 clean up costs and /or may face expulsion from the marina.
37. 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.