



# S & S MARINE, LLC

PO Box 246 • Old Saybrook, CT 06475  
Tel: (860) 388-9112 • Fax: (860) 388-9377  
[www.ssmarinect.com](http://www.ssmarinect.com)

August 2019

Dear Customers:

Here at S&S Marine, we are very busy and enjoying a strong summer. Our seasonal and transient boaters are fully optimizing the beautiful weather and all the shoreline offers from our marina at 18 Riverside Avenue in Old Saybrook. Whether a valet or slip customer, our proximity to Long Island Sound and popular river spots such as Hamburg Cove, pleases everyone. S&S Marine offers reliable service and clean amenities with a welcoming crew to assist you. Our newest additions are moorings located off of Ferry Point, close to our marina. Daily, weekly or seasonal rentals are available and with that, is marina access from our dinghy dock.

S&S Marine Yacht Sales features an eblast boat of the week “BOW” every Friday and welcomes the opportunity to sell your boat through our well-networked base of individualized boat owners and marinas and listings on Yacht World. S&S Marine is the Northeast’s Century boat dealer and Oxcean inflatable distributor with new sub dealerships set up in other territories. We also continue to carry the line of Venture trailers. Check the S&S website and ads in *Soundings* and *Boating World* for the latest featured boats.

S&S Marine, LLC is fully insured with commercial marine operators’ legal liability and workers’ compensation/employers’ liability insurance. As a full service marina, we will gladly assist you with mechanical services, repair and restoration, gel coat and **AWLGRIP** paint work, bright work, commissioning, winterizing, shrink wrapping, electronics and more. This also includes factory authorized servicing of Yamaha outboard engines.

In planning ahead, please find the enclosed 2019 Winter Service Contract which offers a **10% discount** for shrink wrapping and winterization services that are **paid in full** by **October 15th, 2019**. Also, attached is the Riverside Slips & Valet Contract for Summer 2020. Your deposit is required by **October 15, 2019** to renew/reserve your spot.

S&S Marine’s store and sales lot, still located at *128 Essex Road, Old Saybrook, CT* offers competitively priced marine parts and products including antifreeze and other winterization necessities. Our administrative office is open Monday through Friday, 8 AM – 5 PM and Saturday mornings, 9 AM to noon. Visit our store for your boating necessities and ice. Also, stop by Saybrook Point Marina near the outdoor bar to view showcased Century boats / Oxcean inflatables.

Thank you for your business! We look forward to the second half of this spectacular boating season. Keep in touch by following us on Instagram and checking our website, and save the dates for the Newport Boat Show (Sept. 12<sup>th</sup>–15<sup>th</sup>) and Norwalk Boat Show (Sept. 19<sup>th</sup>–22nd). We will be looking for you!

Sincerely,

Scott S. Sundholm  
Founder/President  
S & S Marine, LLC

Enclosure: 2019 Winter Checklist / 2020 Riverside Slips & Valet Contract

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# Paint Special

Free winter storage and low price of \$250 per foot for

**AWLGRIP** painting of any hull\*



\*Must book and pay by 10/15/2019  
S&S is an AwlGrip factory  
trained paint facility.



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128 Essex Road & 18 Riverside Ave. Old Saybrook, CT 06475 860-388-9112 phone 860-388-9377 fax



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## Riverside Slips & Valet • 2020 Summer Contract •

Summer Slip Season  
May 1 – October 31

Summer Valet Season  
May 15 – October 15

Owner's Name: \_\_\_\_\_ Street: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Home #: \_\_\_\_\_ Work #: \_\_\_\_\_ Cell #: \_\_\_\_\_  
 Insurance Provider/Expiration Date: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
 Boat Name: \_\_\_\_\_ Year: \_\_\_\_\_  
 Make: \_\_\_\_\_ LOA: (Length overall) includes pulpits & swim platforms: \_\_\_\_\_ Beam: \_\_\_\_\_ Height: \_\_\_\_\_  
 Reg. / Doc. #: \_\_\_\_\_ Pad Lock Combination / Key Location: \_\_\_\_\_ (Must have access)  
 Trailer Make: \_\_\_\_\_ License Plate #: \_\_\_\_\_

Anticipated Launch Date: \_\_\_\_\_

**A certificate of boat insurance must also accompany this contract in order for this contract to be accepted (please attach copy).**

Please check one:

_____ Trailer Storage _____	\$ 375.00
_____ 20' Slip (boats to 23') _____ Slip # _____	\$ 2,899.00
_____ 26' Slip (boats to 30') _____ Slip # _____	\$ 3,499.00
_____ 32' Slip (boats to 36') _____ Slip # _____	\$ 4,199.00
_____ 40' Slip (boats to 44') _____ Slip # _____	\$ 4,999.00
_____ Outside Valet Storage _____ Boat Length _____ x \$90.00 \$ _____	
_____ Inside Valet Storage _____ Boat Length _____ x \$115.00 \$ _____	

**NOTE:** Reservation is considered confirmed only upon receipt of **signed contract** (all particulars completed) and accompanied by a **non-refundable deposit totaling \$ 500.00**, which is due no later than **October 15<sup>th</sup> 2019**. The remaining balance must be paid **February 1<sup>st</sup> 2020**. All work will be halted until the account is current. A 1.75% environmental charge will be added to all storage and service billing. **There will be no refunds on deposits. All deposits will be applied to open balances first.**

**\*\*\* For 5% Discount - Cash or Check Only - Paid in full by January 1<sup>st</sup> 2020 - Account Must Be Current \*\*\***

### PLEASE COMPLETE FORM - SIGN AND RETURN

Fee: \$ \_\_\_\_\_ 5%Discount: \$ \_\_\_\_\_ 1.75% Environmental Charge: \$ \_\_\_\_\_  
 6.35% CT Sales Tax: \$ \_\_\_\_\_ Total: \$ \_\_\_\_\_ Deposit: \$ \_\_\_\_\_ Balance: \$ \_\_\_\_\_  
 Check #: \_\_\_\_\_  
 Or Credit Card: Visa / Master Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_  
 Billing Zip Code: \_\_\_\_\_ Three digit CVV2 #: \_\_\_\_\_ (located on back of credit card)

**AUTHORIZATION SIGNATURE:** \_\_\_\_\_ Date: \_\_\_\_\_

(For S & S Marine to Charge Your Credit Card)

We Ask That You Read The GENERAL YARD RULES & CONDITIONS Attached To This Agreement, And That You Understand Them Fully Before Signing. Please Contact Us With Any Questions.

**SIGNED:** \_\_\_\_\_ Date: \_\_\_\_\_

I Have Read And Hereby Agree To Abide By All The Conditions Stated Herein And Request That The Work Indicated Above Be Performed. I Understand That Service Work Is Performed In Sequence Of Receipt.

**TERMS:** Deposits will be applied to any open balances first. Any balance owed is due when bill is rendered. A 1.5% finance charge will be added to all accounts 30 days past due (18% per year) plus attorney's fees.

**RETURN POLICY:** Items may be returned within 30 days of purchase. Merchandise must be unused and in its original packaging. A 15% restocking fee will be charged for all electronics orders. Special and custom orders are nonrefundable.

**DISCLAIMER:** Some services may need to be subcontracted through the marina where the boat is located, depending upon terms and conditions of your contract. These conditions may void discounts provided by S & S Marine, LLC. All rights are reserved to make changes at any time, without notice, to prices, specifications, and offerings. This offer may not be combined with other promotions.

# The Century Boats And S&S Marine's **END OF SEASON SALES EVENT**



Model Shown: Century 2200 CC • Sister ship In-stock at S&S Marine LLC • Available for immediate delivery!

You'll get a ...  
**\$2,500 S&S Dealer Direct Rebate**  
**On Any In-stock Century 2200 CC**  
**PLUS Free Valet Boat Storage**  
**This Upcoming Summer Season!**

S&S Marine's exclusive 'End Of Season Sales Event' includes a dealer rebate on select Century boat models that are currently in our inventory.

Additionally, with your purchase, you'll receive free Valet Storage at our marina located in Old Saybrook, CT. This is our most aggressive deal offered this fall!

Call for complete details and eligibility -- offer expires *October 15, 2019*



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## 2019 Winter Service Contract



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1. Please select the services you are interested in.
2. Call, fax, or e-mail us with your selections so we can prepare a personalized quote for you with specific pricing for your vessel.
3. Then complete the form with the pricing provided from us. Please mail or fax completed form to us with appropriate payment. **Please Note: Materials will be billed separately** once the job is completed (early payment discounts are not available for materials).

Take **10% off** services paid in full by October 15<sup>th</sup>, 2019!!!

### WORK REQUESTED:

#### PRESSURE WASHING:

**Pressure Washing:** (Mandatory on All "In Water" Boats to Be Stored. **Note: Pressure washing does not include scraping of barnacles**) ..... Yes No  
 Price: \$6.00 per ft.  
 Price: \$ \_\_\_\_\_

#### STORAGE:

Boat and Trailer Storage (November 1<sup>st</sup> - April 30<sup>th</sup>)..... Yes No  
 Please Specify Anticipated Date: \_\_\_\_\_ \$35.00 per ft.  
**Note: Additional Fees Will be Added to Boats Left Past April 30<sup>th</sup>.** Price: \$ \_\_\_\_\_

Inside Storage (Boats up to 40')..... Yes No  
 Price: \$115.00 per ft.  
 Price: \$ \_\_\_\_\_

Outside (Boats up to 24')..... Yes No  
 Price: \$33.00 per ft.  
 Price: \$ \_\_\_\_\_

Outside (Boats up to 25' to 30') ..... Yes No  
 Price: \$35.00 per ft.  
 Price: \$ \_\_\_\_\_

Outside (Boats up to 31' to 40') ..... Yes No  
 Price: \$37.00 per ft.  
 Price: \$ \_\_\_\_\_

Outside (Boats up to 41' and Over) ..... Yes No  
 Price: \$39.00 per ft.  
 Price: \$ \_\_\_\_\_

**Please Specify Anticipated Fall Hauling Date:** \_\_\_\_\_

**Note: All Boats Must Provide Copy of Valid Insurance Certificates for Storage  
No Sub Contractors Allowed On Storage Premises**

#### MECHANICAL:

Winterizing of Main Engine(s) 1 or 2 ..... Yes No  
 Flush Raw Water Cooling System w/-50 Non-Toxic Antifreeze, Add Stabilizer to Fuel, Fog Engine,  
 External Rust Protection. (Outboards – Grease All Fittings) Visual Inspection of Engine and Systems.

Outboard Engine(s): *Under:* 100 HP \$185.00 ea.      Outboard Engine(s): *Over* 100 HP \$200.00 ea.

Gas Engine(s): \$185.00 per engine      Diesel Engine(s): \$225.00 per engine  
 Price: \$ \_\_\_\_\_

Winterize Generator..... Yes No  
 Specify: \_\_\_\_\_ \$100.00 per gen.  
Price:\$ \_\_\_\_\_

**Note: Winterizing Does Not Include Spring Tune-Up and Does Not Guarantee Start-Up.**

Stern Drives(s) 1 or 2 (Check & Repair as Needed)..... Yes No  
 Change Oil in Drive(s) 1 or 2  Remove and Store Drive(s) 1 or 2 \$115.00 per hr.

**Note: Does Not Include Spring Installation** Price to Be Billed Upon Completion:\$ \_\_\_\_\_

Change Outboard Gear Lube ..... Yes No  
\$115.00 per hr.  
Price to Be Billed Upon Completion: \$ \_\_\_\_\_

Oil & Filter Change..... Yes No  
 Engine(s) 1 or 2  Generator \$115.00 per hr.  
Price to Be Billed Upon Completion:\$ \_\_\_\_\_

Transmission Fluid & Filter Change Engine(s) 1 or 2..... Yes No  
 Specify: \_\_\_\_\_ \$115.00 per hr.  
Price to Be Billed Upon Completion:\$ \_\_\_\_\_

Fuel Filter Change..... Yes No  
 Engine(s) 1 or 2  Generator \$115.00 per hr.  
Price to Be Billed Upon Completion:\$ \_\_\_\_\_

Flush and Fill Cooling System..... Yes No  
 Engine(s) 1 or 2  Generator \$115.00 per hr.  
Price to Be Billed Upon Completion:\$ \_\_\_\_\_

Replace Engine Zincs..... Yes No  
 Engine(s) 1 or 2  Generator \$115.00 per hr.  
Price to Be Billed Upon Completion:\$ \_\_\_\_\_

Change Water Pump Impeller..... Yes No  
 Engine(s) 1 or 2  Generator \$115.00 per hr.  
Price to Be Billed Upon Completion:\$ \_\_\_\_\_

Batteries – Disconnect/Storage (Includes Trickle Charging, **Re-Installation Not Included**)..... Yes No  
 Number of Batteries: \_\_\_\_\_ \$65.00 ea.  
Price:\$ \_\_\_\_\_

Decommission Water Systems..... Yes No  
 Ice Maker(s)/Refrigeration: \_\_\_\_\_  Fresh Water System: \_\_\_\_\_  Raw Water System: \_\_\_\_\_  
\$115.00 per hr.  
Price to Be Billed Upon Completion:\$ \_\_\_\_\_

Decommission Sanitation System(s) 1 or 2..... Yes No  
**NOTE: System Must Be Pumped Out or There is a \$50.00 Charge for Pump Out Service**  
 Specify: \_\_\_\_\_ \$130.00 per hr.  
Price to Be Billed Upon Completion:\$ \_\_\_\_\_

Decommission Air Conditioning System(s) ..... Yes No  
 Specify: \_\_\_\_\_ \$130.00 per hr.  
Price to Be Billed Upon Completion:\$ \_\_\_\_\_

**SHRINK WRAPPING: (Note: Prices Do Not Include Removal in Spring)**

**Power Boats** (includes venting)..... Yes No

- |   |   |
|---|---|
| <input type="checkbox"/> Express 25' and Under: \$15.00 per ft. | <input type="checkbox"/> Bridge 26'-35': \$19.50 per ft.    |
| <input type="checkbox"/> Express 26'-35': \$17.00 per ft.       | <input type="checkbox"/> Bridge 36' to 45': \$23.00 per ft. |
| <input type="checkbox"/> Express 36'-45': \$21.00 per ft.       | <input type="checkbox"/> Bridge 46'-55': \$26.00 per ft.    |
| <input type="checkbox"/> Express 46'-55': \$24.00 per ft.       | <input type="checkbox"/> Bridge 56' + →Quoted               |
| <input type="checkbox"/> Express 56' + →Quoted                  |   |

Price:\$ \_\_\_\_\_

**Sail Boats** (includes venting)..... Yes No  
 Mast Out 0'-30': \$17.50 per ft.  Mast In 0'-30': \$22.50 per ft.  
 Mast Out 31'-45': \$19.50 per ft.  Mast In 31'-45': \$23.00 per ft.  
 Mast Out 46' + →Quoted  Mast In 46' + →Quoted  
Price:\$\_\_\_\_\_

Shrink Wrap Disposal Fee - **MANDATORY**.....\$75.00

Zipper Door..... Yes No  
 Specify Preferred Location \_\_\_\_\_ \$65.00

Remove / Store Outriggers (installation separate)..... Yes No  
 Specify: \_\_\_\_\_ \$130.00  
Price:\$\_\_\_\_\_

Remove Enclosure..... Yes No  
 Specify: \_\_\_\_\_ \$80.00  
Price:\$\_\_\_\_\_

**PROPELLERS:**

Propeller Service: (Port or Starboard)..... Yes No  
 Recondition  Dyno →Quoted  
Price to Be Billed Upon Completion:\$\_\_\_\_\_

**DETAILING:**

Hull Detailing..... Yes No  
 Compounding Hull \$13.00 per ft.  
Price:\$\_\_\_\_\_

Wax Hull (35' and Under): \$13.50 per ft.  Wax Hull (36' to 55'): \$15.50 per ft.  
Price:\$\_\_\_\_\_

Super Structure Detailing – e.g. Above Rub Rail (S.S.)..... Yes No  
 Compounding Super Structure \$17.00 per ft.  
Price:\$\_\_\_\_\_

Wax S.S. (Express 35' and Under): \$13.50 per ft.  Wax S.S. (Express 36' to 55'): \$15.50 per ft.  
 Wax S.S. (Bridge 35' and Under): \$15.50 per ft.  Wax S.S. (Bridge 36' to 55'): \$17.50 per ft.  
 Wax S.S. (MY 35' and Under): \$17.50 per ft.  Wax S.S. (MY 36' to 55'): \$19.50 per ft.  
Price:\$\_\_\_\_\_

**New Economy Option** Clean/Dress..... Yes No  
 Heavy Wash of Hull/Super Structure, Dress Structure/Metal & Clean Windows \$13.50 per ft.  
Price:\$\_\_\_\_\_

Clean/Polish Metal..... Yes No  
 Stainless  Aluminum  Outriggers \$115.00 per hr.  
Price to Be Billed Upon Completion:\$\_\_\_\_\_

Exterior Wash/Dry..... Yes No  
 Weekly  Bi-Weekly  Monthly \$115.00 per hr.  
Price to Be Billed Upon Completion:\$\_\_\_\_\_

Interior Cleaning..... Yes No  
 Weekly  Bi-Weekly  Monthly \$115.00 per hr.  
Price to Be Billed Upon Completion:\$\_\_\_\_\_

Steam Cleaning Carpets/Upholstery..... Yes No  
 Interior Carpets  Exterior Carpets  Upholstery \$115.00 per hr.  
Price to Be Billed Upon Completion:\$\_\_\_\_\_

Isinglass/Plastic, Canvas, & Sail Cleaning and **Re-Stitching of Torn Seams**..... Yes No  
 Clean/Polish Glass  Clean Fabric/Waterproof  Storage \$130.00 per hr.  
Price to Be Billed Upon Completion:\$\_\_\_\_\_





PLEASE COMPLETE FORM - SIGN AND RETURN

Owner's Name(s): \_\_\_\_\_ Street: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Home Number: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Boat Name: \_\_\_\_\_ Boat Location: \_\_\_\_\_  
Boat Length: \_\_\_\_\_ Key Location: \_\_\_\_\_

Anticipated Launch Date: \_\_\_\_\_

Total of Services: \$ \_\_\_\_\_

Take 10% Discount: \$ \_\_\_\_\_ (Paid in Full by October 15<sup>th</sup>, 2019)

Sub Total: \$ \_\_\_\_\_

Fuel, Environmental, etc.

    Surcharges: 1.75%: \$ \_\_\_\_\_

Payment in Full Amount: \$ \_\_\_\_\_

Check #: \_\_\_\_\_

Or Credit Card: Visa / Master Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Billing Zip Code: \_\_\_\_\_ Three digit CVV2 #: \_\_\_\_\_ (located on back of credit card)

**AUTHORIZATION SIGNATURE:** \_\_\_\_\_ Date: \_\_\_\_\_

(For S & S Marine to Charge Your Credit Card)

We Ask That You Read The GENERAL YARD RULES & CONDITIONS Attached To This Agreement, And That You Understand Them Fully Before Signing. Please Contact Us With Any Questions.

**SIGNED:** \_\_\_\_\_ Date: \_\_\_\_\_

I Have Read And Hereby Agree To Abide By All The Conditions Stated Herein And Request That The Work Indicated Above Be Performed. I Understand That Service Work Is Performed In Sequence Of Receipt.

Office Use: Received: \_\_\_/\_\_\_/\_\_\_ Initials: \_\_\_\_\_ Work Order #: \_\_\_\_\_



TERMS: Deposits will be applied to any open balances first. Any balance owed is due when bill is rendered. A 1.5% finance charge will be added to all accounts 30 days past due (18% per year) plus attorney's fees.

RETURN POLICY: Items may be returned within 30 days of purchase. Merchandise must be unused and in its original packaging. A 15% restocking fee will be charged for all electronics orders. Special and custom orders are nonrefundable. DISCLAIMER: Some services may need to be subcontracted through the marina where the boat is located, depending upon terms and conditions of your contract. These conditions may void discounts provided by S & S Marine, LLC. All rights are reserved to make changes at any time, without notice, to prices, specifications, and offerings. This offer may not be combined with other promotions.

**GENERAL CONDITIONS AND YARD RULES:** These rules may be amended, extended or repealed at any time without notice at the discretion of the Management. All repair orders given over the phone are binding to this contract.

1. LANDLORD reserves the right to assign dock space, but all efforts consistent with good business practices and the rights and desires of other Tenants will be exercised in an effort to assign dock space desired by the TENANT.
2. The LANDLORD reserves the right to lease or refuse to lease to person for any good or pertinent reason.
3. It is agreed between both parties that the TENANT shall not assign, transfer or permit the use of assigned space to any other party without written consent of the LANDLORD.
4. TENANT agrees that reasonable and customary use will be made of the docks and facilities covered hereby, and that no unnecessary wear and tear, disturbance, nuisance, rubbish or garbage will be permitted on the dock or premises, and that the TENANT will keep dock and premises covered hereby free and clear of gear, tackle and all other obstructions and further agrees to throw nothing, including treated and or untreated effluent or sewage from heads or holding tanks in the harbor or basin.
5. Any infraction of the rules and regulations contained herein or as posted in the office by the LANDLORD shall, at the option of the LANDLORD cancel this lease agreement upon ten (10) days' notice and the TENANT shall remove his boat from the harbor and premises.
6. If TENANT desires to dock a boat other than the one described within said TENANT must first secure permission of the LANDLORD and pay any additional fees as applicable.
7. The use of Harbor or Marina electrical outlets for the operation of power tools, battery chargers, welders, air conditioners, heating units, etc. are prohibited except by special permission.
8. The LANDLORD cannot and does not guarantee the continuity of electrical service where provided.
9. The use of torches or open flame, inflammable or toxic removers, or any other hazardous equipment is prohibited.
10. The LANDLORD will not be responsible for delays in hauling, launching, winter lay-up or commissioning, occasioned by inclement weather or any other circumstances beyond its control.
11. A TENANT may work on his own boat if such work does not interfere with the rights, privileges and safety of other persons or property. The LANDLORD shall reserve the right to require any outside mechanic, craftsman or any other persons performing any work on TENANT'S boat while in or on the premises of LANDLORD to first provide LANDLORD or his yard manager with a standard certificate of workman's compensation and liability insurance coverage in the amount of 5 million dollars in order to protect the health, safety, welfare and property of other Tenants. Failure to meet these requirements would require that TENANT'S boat be removed from the premises of LANDLORD for repairs. Bottom painting – sanding or work that will allow debris to fall to the ground must be protected by placing plastic sheets under the boat. This plastic must be disposed of on a daily basis; sand blasting or spray painting is prohibited.
12. Rent on space is DUE AND PAYABLE per contract.
13. TENANT duly authorizes LANDLORD, its agents or employees to move and/or operate TENANT'S boat during the making of repairs or for normal marine operations solely at TENANT'S risk.
14. It is UNDERSTOOD AND AGREED that no boat is to be removed from its space unless and until all charges for space rental, service and/or materials have been paid in full.
15. TENANT AGREES THAT IN THE EVENT SUIT IS BROUGHT IN BEHALF OF THE LANDLORD AGAINST TENANT TO COLLECT AMOUNTS DUE OR TO BECOME DUE HEREUNDER, OR TO ENFORCE ANY APPROPRIATE MARITIME OR OTHER LIENS, THE TENANT SHALL PAY THE LANDLORD'S REASONABLE ATTORNEY FEES FOR SUCH SUIT OR COLLECTION PLUS COSTS AT PROVIDED BY LAW.
16. In the event TENANT fails to remove his boat and property from the space rented to TENANT at the termination of the space rental term as defined in contract of this agreement. LANDLORD may as its solo option (1) charge to TENANTS account rent daily on a prorated basis for each day or portion thereof the space is occupied; (2) avail itself of the remedies provided for in paragraph eighteen (18); and (3) avail itself of any other remedy available to LANDLORD under the law.
17. If TENANT becomes delinquent in rental payments, the LANDLORD shall have the right to take over the property of the TENANT and to secure the property to the space occupied, or to store it in any other location. Space made vacant by the removal of property of the TENANT may then be rented to another tenant at the discretion of the LANDLORD.
18. INSURANCE: TENANT agrees that he will keep the boat fully insured with complete marine insurance, including hull coverage and indemnity and/or liability insurance. THE LANDLORD DOES NOT CARRY INSURANCE covering the property of the TENANT. THE LANDLORD WILL NOT BE RESPONSIBLE for any injuries or property damage resulting, caused by, or growing out of the use of dock or harbor facilities; that the TENANT RELEASES AND DISCHARGES THE LANDLORD from any and all liability from loss, injury (including death), or damages to persons or property sustained while in or on the facilities of LANDLORD, including fire, theft, vandalism, windstorm, high or low waters, hail, rain, ice, collision or accident, or any other Act of God, whether said boat is being parked or hauled by an Agent of LANDLORD or not.
19. Operation of the boat shall be restricted to TENANT'S SIGNATORY TO THIS AGREEMENT unless otherwise specified IN WRITING herein.
20. TENANT shall provide LANDLORD with a set of main door or hatch and ignition keys. The boat will be entered by LANDLORD only for the periodic inspection or for emergency service.
21. IN CASE OF AN EMERGENCY, as determined by LANDLORD, the LANDLORD shall be authorized to move the subject boat, if possible and practical to a safer area to protect the boat, property or general welfare if boat is unattended and TENANT cannot be reached. However, UNDER NO CIRCUMSTANCES is LANDLORD under any obligation to provide this service. Any costs incurred by LANDLORD shall be billed at the yard rate or as posted in the office. TENANT agrees to indemnify and hold harmless from any and all liability, loss or damage caused by or to the subject boat which may arise out of failure of the TENANT to move the boat, the inability of the LANDLORD to reach the TENANT, or by the movement of the boat by the LANDLORD. In general, the TENANT shall be solely responsible for any emergency measures.
22. DRY STORAGE SURVEY AND INSPECTION: The TENANT authorizes the LANDLORD to thoroughly survey the boat for fire hazards at hauling or prior to moving to dry storage. TENANT understands that this regulation is formulated, enforced and conducted solely for the protection for the TENANT. The promulgation and enforcement of those rules and regulations, the conducting of the survey, the failure to acquire or fully perform a survey with respect to other TENANT(S) will not subject the LANDLORD to any duty or liability to the TENANT with respect to fire or explosion prevention or detection in general, any survey will be solely at the discretion of the LANDLORD.
23. DRY STORAGE PROTECTIVE COVERING: The TENANT assumes full responsibility for providing adequate covering to protect the boat from any and all perils and for the proper maintenance of such covering while the boat is on or in the premises of the LANDLORD. If during windstorms a cover blows off a TENANT'S boat the LANDLORD will dispose of the cover at the expense of the TENANT.
24. REMOVAL OF PERSONAL PROPERTY: The TENANT should remove any personal property from the boat prior to dry storage. IT IS UNDERSTOOD AND AGREED THAT LANDLORD WILL NOT BE RESPONSIBLE FOR ANY ITEMS OF PERSONAL PROPERTY LEFT IN THE BOAT.
25. BOAT SINKING: In the event TENANT'S boat shall for any reason sink while berthed in a slip at dockside or while otherwise occupying marina waters used by customers of LANDLORD, LANDLORD may if TENANT cannot be contacted immediately and if said sunken boat constitutes a safety or water navigation hazard to other boaters, take immediate steps to raise and remove and/or repair said boat, all costs shall be at TENANT'S expense.
26. ENTIRE AGREEMENT: This agreement contains the entire understanding between the TENANT and the LANDLORD and no other representation or inducement, verbal or written, has been made which is not contained in this agreement. LANDLORD and TENANT agree that if any paragraph or provision violates the law and is unenforceable the rest of the contract will be valid.
27. Dinghies and rubber rafts must be stored on owner's boat, or on brackets secured to the side of the dock. Dock boxes must be no larger than 72" wide, 26" high and 26" deep. They must be white and made of fiberglass. Dock steps must be secured to the dock, white and made of fiberglass. Dock wheels and dock guards must be of Taylor made quality.
28. All trailers owned by the TENANT shall be stored in a designated area and locked by the TENANT with a key being left with the yard, and TENANT'S name painted or stenciled on the trailer. The yard is not responsible for damage or theft of trailers.