



THIS VESSEL **DOCKAGE, MOORING, AND STORAGE LICENSE AGREEMENT** (this "License Agreement"), dated as of \_\_\_\_\_, between PRIME MARINA and \_\_\_\_\_ ("Licensee").

In consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree as follows:

**A. PARTIES AND VESSEL DESCRIPTION**

**Licensor & Property:** Prime Marina Southampton, 6 Tepee St. Hampton Bays, NY 11946

**Licensee:**

Name: \_\_\_\_\_ Address: \_\_\_\_\_

City, State \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Work: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Vessel Name: \_\_\_\_\_ Year/Make/Model: \_\_\_\_\_

Length Overall: \_\_\_\_\_ Beam: \_\_\_\_\_ Draft: \_\_\_\_\_ Hull Color: \_\_\_\_\_ Engine Make/Model/HP \_\_\_\_\_

Trailer Length/Make/Model: \_\_\_\_\_ Trailer Storage: \_\_\_\_\_

**YOU MUST PROVIDE A COPY OF YOUR INSURANCE NAMING PRIME MARINA SH HOLDINGS LLC AS ADDITIONAL INSURED.**

Insurance Carrier: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

**HAULING & LAUNCHING**

Requested Haul Date: \_\_\_\_\_ Retrieve Boat From: \_\_\_\_\_

Estimated 2017 Launch Date \_\_\_\_\_ Boat Pickup (Trailer, Water, Deliver To): \_\_\_\_\_

**B: DOCKAGE, MOORING & RACK LICENSE BASIC TERMS**

Dockage: Boats > 25' = \$175/ft \_\_\_\_\_

Boats equal to or < 25' = \$155/ft \_\_\_\_\_

Dockage/Moorings Term: May 1, 2017 through October 31, 2017.

(NOTE: Slip/Moorings assignments shall be made at Licensor's discretion. Minimum of 20' Applies).

**C: STORAGE LICENSE BASIC TERMS**

Winter Storage: \$55/ft \_\_\_\_\_

Winter Wet: \$45/ft \_\_\_\_\_

Winter Storage Term: November 1, 2016 through April 30, 2017.

Summer Storage on land \$165/ft \_\_\_\_\_

Summer Storage Term: May 1, 2017 through October 31, 2017.

(See Reverse Side)

**D: FEE PAYMENTS AND PAYMENT SCHEDULE**

Calculate the total amounts from sections B and C and fill in the Fee Schedule Below:

Slip Fee: \$ \_\_\_\_\_  
Mooring Fee: \$ \_\_\_\_\_  
Rack Fee: \$ \_\_\_\_\_  
Storage Fee: \$ \_\_\_\_\_  
Environmental Impact Fee: (3%) \_\_\_\_\_  
  
TOTAL LICENSE FEE: \$ \_\_\_\_\_

**E. PAYMENT AUTHORIZATION & SIGNATURE**

I authorize the use of the following credit card by Prime Marina to secure payment of any and all dockage or storage charges owed to Prime Marina. Prime Marina will automatically charge the following card on the dates specified in the "invoice" section of this agreement. Should a customer provide special payment instructions, payment must be rendered before the vessel can be launched or hauled and must be rendered no later than five businesses days from the invoice date. Failure to make payments on time will result in retro-active increases and removal of any and all discounts.

MasterCard/Visa/AMEX card number: \_\_\_\_\_ Exp date: \_\_\_\_\_ Sec. Code: \_\_\_\_\_

Please complete the following to secure payment of dockage, storage, or other fees. If you are planning on utilizing the payment plan option for dockage and storage fees please note that payments will be broken into 6 Installments (beginning November 1, 2016 through April 1, 2017). There is a 2% discount for payment in full.

I would like to use the above credit/debit card for (check one):

- Auto-Pay for ALL charges (Installment payments, Dockage, Storage, Service, Fuel, & Parts).  
 Pay-In-Full: Please charge my card for the entire amount owed for Dockage and/or Storage less the 2% discount. (Pay-In-Full Due by April 1, 2017/October 1, 2017).

I, the undersigned, have read this Agreement, and understand and agree to the above terms, provisions and conditions.

Agreed to and accepted: Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Terms and Conditions to Follow**

Prime Marina 6 Tepee St. Hampton Bays, NY 11946

401.884.8828

**STANDARD TERMS AND CONDITIONS**

1. Grant of License for Certain Use and Occupancy of Premises: Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor, a non-exclusive, revocable license to occupy and use the Slip and the Storage Area (collectively referred to as the "Premises") solely for the Licensed Use (the "License"). Licensee shall not use the Premises for any purpose whatsoever other than for the Licensed Use except with the express written consent of Licensor. Licensee shall not dock any additional boat at the Slip other than the Vessel. No additional boat may be placed on the walkways or fingers, tied alongside the Vessel or another boat, dragged up on shore or located elsewhere on the Property.

2. Term: A. The term (the "Term") of the License granted hereunder shall be the Dockage Term and the Storage Term, as applicable, as set forth in Sections B and C of the License Agreement (and subject to automatic renewals as set forth below). The Term of the License shall automatically renew on a year-to-year basis unless the Licensee delivers a notice of non-renewal to the Licensor at least thirty (30) days prior to the end of the then-current Term or unless otherwise terminated by Licensor pursuant to its rights herein, and Licensee shall be obligated to pay the then-prevailing rates for the License Fee for such renewal term. The Dockage Term shall terminate upon the earlier of the expiration date of the Dockage Term (if not automatically renewed) or the written termination or revocation of this License Agreement by Licensor pursuant to the terms hereof (the "Dockage Termination Date"). The Storage Term shall terminate upon the earlier of the expiration date of the Storage Term (if not automatically renewed) or the written termination or revocation of this License Agreement by Licensor pursuant to the terms hereof (the "Storage Termination Date"). If for any reason Licensee vacates the Premises prior to the expiration of the Term, Licensee shall remain liable for the full amount of all sums due hereunder, subject to Licensee's cancellation rights set forth in Section 3 below. If for any reason Licensee continues to occupy the Premises after the expiration or earlier termination of the Term, then Licensor may, at Licensor's election, deem such continued occupancy to be Licensee's election to extend the Term of this License Agreement at the then prevailing rates for dockage and storage, as applicable.

B. Notwithstanding anything to the contrary contained in this License Agreement, Licensor shall have the right to revoke this License at any time for any reason whatsoever or no reason, by written notice given to Licensee, effective as of the date set forth in such notice ("Revocation Notice"), provided that Licensor shall return to Licensee a pro-rata portion, as defined in Section 3 below, of the Total License Fee (the "License Fee") for the remaining balance of the Term unless this License Agreement is terminated due a breach by Licensee of the terms and covenants contained herein.

C. On the Dockage Termination Date, Licensee shall, at its sole cost and expense (i) except as Licensor may otherwise request, remove the Vessel and Licensee's personal property from the Slip in accordance with the terms hereof and (ii) surrender the Slip to Licensor in good order and condition. On the Storage Termination Date, Licensee shall, at its sole cost and expense (i) except as Licensor may otherwise request, remove the Vessel and Licensee's personal property from the Storage Area in accordance with the terms hereof and (ii) surrender the Storage Area to Licensor in good order and condition. If Licensee fails to do so, Licensor may cause the Vessel and any or all such personal property to be removed from the Premises and may also cause Licensee to be removed from the Premises without resort to process of law (to the extent permitted by applicable law) or through resort to summary eviction proceedings or other legal process. Furthermore, if Licensee fails timely and properly to surrender the Premises as provided above, Licensee shall pay to Licensor a holdover license fee in the amount of \$5.00 per Vessel foot per day accruing from the applicable Termination Date until such date as Licensee shall have removed itself and its property or been removed from the Premises and Licensee shall indemnify the Licensor against all loss, costs and damage resulting from such failure or delay, including without limitation, reasonable attorneys' fees and court costs for all legal proceedings undertaken to remove Licensee and its property from the Premises. If Licensee fails to remove the Vessel and/or any personal property from the Premises as set forth above, such Vessel and personal property shall be deemed abandoned and Licensor shall have the right, but not the obligation, to perform such removal and to store or dispose of such Vessel or personal property, at Licensee's sole cost and expense. Licensor's right to perform such removal shall be in addition to any other rights and remedies available to Licensor under this License or at law or in equity.

3. License Fee and Cancellation Policy: Licensee shall deliver the License Fee on the dates set forth in the Payment Schedule in Section D of this Agreement. Licensor shall have the right to terminate this License Agreement if Licensee fails to timely make all payments due hereunder according to the Payment Schedule. Licensee agrees to pay Licensor interest at the rate of eighteen (18%) per annum for unpaid amounts of the License Fee and other amounts not paid within ten (10) days of day such amounts are due. If Licensee elects to terminate this License Agreement on or before February 1, it shall be entitled to full reimbursement of all License Fees paid by Licensee under this License Agreement for the period after the date of cancellation less a \$200 cancellation fee. If Licensee elects to terminate this License Agreement after February 1 and prior to May 15, it shall be entitled to full reimbursement of all License Fees paid by Licensee under this License Agreement for the period after the date of cancellation less (i) a \$200 cancellation fee and (ii) a fee in the amount of fifty percent (50%) of the amount of the Total License Fee due from the date of cancellation through the remainder the Term. If Licensee elects to terminate this License Agreement on or after May 16, but before July 15, it shall be entitled to full reimbursement of all License Fees paid by Licensee under this License Agreement for the period after the date of cancellation less (i) a \$200 cancellation fee, and (ii) a fee in the amount of eighty percent (80%) of the amount of the paid License Fees due from the date of cancellation through the remainder the Term. After the date of July 16 there will be no refund due for any cancellation or unused dockage.

4. Covenants, Representations, and other Agreements: Licensee covenants and agrees as follows:

A. The Vessel and all personal property belonging to Licensee and located in the Premises or in transit thereto or therefrom shall be at the sole risk of Licensee, and Licensor shall have no liability of responsibility for security of the Premises, for any property located at the Premises, and for persons using or accessing the same. Licensor shall arrange for all property and casualty insurance for property located at the Premises from time to time;

B. Licensee may use the Premises only for the Licensed Use. Licensee shall not do or permit any act or thing to be done upon the Premises that may subject Licensor to any liability or responsibility for injury, damages to persons or property or to any liability by reason of any violation of law or of any legal requirement of public authority, but shall exercise such control over the Premises as to fully prevent, and to fully protect Licensor against, any such liability;

C. Licensee shall suffer no waste or injury to the Premises or the property of Licensor within which the Premises are located and shall keep the Premises and such property of Licensor free from deposits of refuse, debris, garbage, supplies, flammable substances and all other objectionable materials that may be brought into Premises or in transit thereto or therefrom by Licensee or any of Licensee's Parties (as defined below), and shall not construct any lockers, chests, cabinets or make other alterations without the prior written consent of Licensor, which consent Licensor may withhold in its sole discretion;

D. Licensee shall at its sole cost and expense comply with all applicable rules, laws and regulations of any governmental and/or quasi-governmental authority having or claiming to have jurisdiction over the Premises, the property of Licensor, or the use and occupancy thereof and any work therein, including, without limitation, building and zoning codes, and shall comply with all insurance requirements and all rules and regulations Licensor may, at any time or from time to time, establish regarding the Premises;

E. Licensee shall not perform any work or make any improvements to the Premises;

F. Licensee shall notify Licensor of any fire, accident, personal injury or death or property damage occurring in or about the Premises within one (1) day of the time Licensee first becomes aware of any such occurrence, it being agreed that such notice shall not be deemed or construed to impose upon Licensor any obligation to perform any work or repairs to be performed by Licensee under this License Agreement, or to take any other action;

G. Licensee shall use and occupy the Premises and control its agents, employees, contractors, invitees and visitors in such manner as not to create any nuisance, including without limitation odors, or interfere with, annoy or disturb any other tenant or licensee or Licensor in its operations;

H. Licensee shall keep all areas of the Premises clean and neat at all times and all trash, refuse and garbage from the Premises shall be collected, removed and stored in a manner approved by Licensor;

I. Licensee shall adhere to any and all further rules and regulations regarding this License or the Licensed Use that may be promulgated by Licensee at any time during the Term;

J. Licensee shall tie up and otherwise secure the Vessel in a manner acceptable to Licensor; if Licensee fails to so secure the Vessel, Licensor may secure the Vessel and charge Licensee a fee for such service.

K. Licensee shall: (a) keep the Vessel in a safe and seaworthy condition; (b) not dispose of refuse, sewage, or effluent in the water within the confines of the marina; (c) not operate or permit the operation of the Vessel within the marina in excess of the established speed limit or violate safety rules established by Licensor or the U.S. Coast Guard; (d) not permit pets on the Premises or the Property of Licensor unless such pets are leashed and do not disturb other guests and licensees of Licensor; (e) not swim in the marina or permit Licensee's Parties (as defined below) to swim in the marina, (f) not post any signs, and/or (e) conduct any commercial activity.

I. Licensee acknowledges that discord and indecorous conduct by Licensee or Licensee's Parties upon the Premises or other property of Licensor, including without limitation conduct that could result in disturbance to other parties on the Premises, injury to a person, damage to property, or harm to the reputation of Licensor, shall be grounds for immediate termination of this License Agreement.

J. Licensee grants Licensor the right to move and/or secure the Vessel from the Premises if Licensor determines that moving and/or securing the Vessel is advisable for safety purposes, which shall include moving the Vessel or a mooring or hauling the Vessel, at the Licensor's sole, reasonable discretion. The Licensee grants the Licensor the right to board the Vessel for said purposes or in the case of an emergency.

5. Condition of the Premises: Licensee acknowledges and agrees that it has inspected the Premises and the adjacent walkways and docks and accepts the same in the condition they are now in "AS IS WITH ALL FAULTS", it being expressly agreed that Licensor shall have no obligation, liability or risk whatsoever with respect to the Premises or its condition. Licensee further acknowledges that neither Licensor, nor any agent or employee of Licensor, has made any representations or warranties, express or implied, concerning the Premises, its condition, or this License Agreement.

6. Nature of Licensee's Use. This License Agreement grants a license only; it shall not be deemed a lease, or easement or other grant of an interest in real property, and Licensee shall not be deemed a tenant of Licensor or have or be deemed to have a leasehold or other possessory interest or use interest in the Premises. Licensee hereby acknowledges and agrees that Licensee has no right or interest in the Premises or the use or occupancy thereof, or access thereto or therefrom across other land of Licensor, except as expressly provided in this License. This agreement grants to Licensee only a personal privilege to use and occupy the Premises for the Term on the terms and conditions set forth herein. Accordingly, to the fullest extent permitted by applicable law, Licensee hereby waives any rights that Licensee may have as a tenant under applicable law.

7. Insurance: Licensee agrees to maintain in full force and effect during the Term and thereafter so long as Licensee is in occupancy of any part of the Premises, with a reputable insurance company qualified to do business in the State (a) customary "all risk" hull insurance to insure the full declared value of the Vessel and related equipment from damage or theft for the full insurable amount thereof, such insurance to include wreck removal coverage, and (b) public liability insurance of not less than \$500,000 per occurrence or in the aggregate. Licensee shall cause Licensor to be named an additional insured and as a certificate holder entitled to notice under such insurance policies. Licensee shall deliver certificates evidencing such insurance prior to occupying the Premises.

8. Indemnity: Licensee shall not do or permit any act or thing to be done upon the Premises or other property of Licensor that may subject Licensor to any liability or responsibility for injury, damages to persons or property or to any liability by reason of any violation of law or of any legal requirement of public authority, but shall exercise such control over the Premises as to fully protect Licensor against any such liability. Licensee agrees to indemnify and save Licensor, Licensor's mortgagee, Licensor's property manager and their respective officers, directors, employees, contractors, agents, servants, invitees, visitors and representatives, harmless from and against (a) all claims of whatever nature arising from any act, omission or negligence of Licensee, its contractors, agents, employees, servants, employees, invitees, family, visitors and representatives (the "Licensee's Parties"), including any claims arising from any act, omission or negligence of both Licensor or Licensee, (b) all claims arising from any accident, injury or damage whatsoever caused to any person or to the property of any person and occurring during the Term in or about the Premises or the property of Licensor or in transit thereto or therefrom, and (c) any breach, violation or non-performance of any covenant, condition or agreement in this License Agreement set forth and contained on the part of Licensee to be fulfilled, kept, observed and performed. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs and expenses of any kind or nature whatsoever incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof including, without limitation, reasonable attorneys' fees and costs. The provisions of this section 8 shall survive the Termination Date.

9. Notices: All statements, demands, notices, letters, requests or other communications that may or are required to be given hereunder (a "Notice"), shall be deemed to have been properly given if in writing and sent by hand, by first class U.S. mail, or by recognized overnight commercial courier service or by United States certified or registered mail, return receipt requested, postage prepaid, to the address stated herein or to such other address as either party shall designate to the other by a Notice given in accordance with the terms hereof. Notices to Licensor shall be sent to such party at the address first appearing above, Attention: General Manager. Notices to Licensee shall be sent to Licensee at the address first appearing above. Notices by Licensor may be given by Licensor's agent or attorney on behalf of Licensor.

10. Assignment: In no event shall Licensee transfer, assign or convey this License or any interest herein to any other party. Licensor may assign its rights under this License Agreement from time to time without any permission or consent of Licensee.

11. Rights and Remedies Cumulative. All the rights and remedies of Licensor under this License Agreement or pursuant to present or future law shall be deemed to be separate, distinct, and cumulative. No one or more of them, whether exercised or not, and no mention of or reference to any one or more of them in this License Agreement, shall be deemed to be in exclusion of, or a waiver of, any of the others, or of any of the rights or remedies that Licensor may have under this License Agreement, at law, and/or in equity. Licensor shall have, to the fullest extent permitted by law, the right to enforce any rights or remedies separately and to pursue any lawful action or proceedings to exercise or enforce any right or remedy without thereby waiving or being barred or estopped from exercising and enforcing any other rights and remedies by appropriate action or proceedings.

12. Attorney's Fees: If Licensee fails in the performance of any of the terms, provisions, covenants and conditions of this License Agreement and by reason of or in connection with such default Licensor employs the services of an attorney, accountant or other professional to enforce performance of the covenants, or to perform any service base upon or in connection with such defaults, then in any of said events Licensor shall be entitled to reasonable attorneys' fees and all expenses and costs incurred by Licensor pertaining to such matters (including costs and fees relating to any appeal) and in enforcement of any remedy.

13. Limitation on Licensor's Liabilities: Licensee agrees that its remedies hereunder shall be limited solely to the amount of the License Fee, so that no other property or asset of Licensor or Licensor's principals or any individual member, manager, partner, trustee, director, stockholder, officer, employee or beneficiary of Licensor or its principals or lenders, shall be subject to levy, execution of their enforcement procedure by Licensee with regard to any obligation hereunder.

14. Modifications; Entire Agreement: No modification, waiver or amendment of this License Agreement or any provision herein shall be valued unless the same is in writing and is signed by the party against which the enforcement of such modification, waiver or amendment is sought. This License Agreement contains the entire agreement between the parties hereto relating to the transactions contemplated hereby, and all prior to contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein. 15. Governing Law: This License Agreement shall be construed, governed and enforced in accordance with the laws of the State. Licensee expressly submits and consents to the jurisdiction of the State Trial Court, District or Superior Court Departments, with respect to any controversy arising out of or relating to this Lease or any amendment, addendum, renewal or supplement thereto.

16. Enforceability; Counterparts: This License Agreement shall not be binding upon Licensor unless and until Licensor delivers fully an executed counterpart hereof to Licensee. This License Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same instrument.

17. Binding Effect. This License Agreement shall be binding upon, and shall inure to the benefit of, the parties and their representatives, successors and permitted assigns.

18. Storage Services. The Inside Storage and Land Storage options shall include the following services provided by Licensor: (a) Licensor shall haul and launch the Vessel, and (b) Licensor shall power wash the hull of the Vessel during the haul-out season only upon customer's request. Licensor shall determine the number of blocks and stands necessary to secure the vessel. Inside Storage includes tarps to be placed on Vessels during the winter months; Outside Storage shall not include tarps or other coverage and requires that Vessels be subject to inclement weather. All Vessels stored on the Property are not stored in secured areas; such buildings are not alarmed and are not locked at all times. Licensor is not responsible for the security of the Vessel or any personal property located in or on the Vessel, the Vessel and such personal property being stored at the sole risk of Licensee. Licensee acknowledges that Licensor bears no liability or responsibility for the Vessel or any personal property of Licensee.