

TBC MARINA, LLC
P.O. Box 404
Tarrytown, New York 10591
Phone (914) 631-1300
Fax (914) 631-4377

SUMMER SEASON APRIL 15, 2012 TO OCTOBER 15, 2012

SUMMER SLIP AGREEMENT

Agreement (this "Agreement") made and entered into this __ day of _____, 2012, by and between TBC MARINA, LLC Club, Tarrytown, New York, having offices at 236 Green St. Tarrytown, NY 10591 (hereby referred to as "TBC MARINA").

(Print Boat Owner's Name)
(hereinafter referred to as "Owner")

Residing at:

(Print Owner's Street Address)

Home Phone #

(Print City, State & Zip Code)

Business Phone #

(Print Vessel Name)
(hereinafter referred to as the "Vessel")

Cell Phone #

(Print DMV Reg. or Coast Guard Doc. #)
Reg. or Doc. # only - do not use serial number

Email Address

(Print Vessel Manufacturer)

(Print Vessel Model)

MARINA AND OWNER MUTUALLY AGREE TO THE FOLLOWING:

1. The TBC MARINA, LLC grants to the Owner the boat slip (as designated on the chart kept in the office at Tarrytown) (the "Slip"), in "as is" condition, for Owner's Vessel, and no other, having an OVERALL LENGTH of _____ feet and having a BEAM of _____ feet, having ___ AIR CONDITIONERS on board and requiring _____ AMPS of electric service, for the Season (as defined herein) at the applicable rates as set forth in the attached 2012 rate schedule.
2. The Marina reserves the right to meter electric usage at the slip for vessels equipped with air conditioners and to charge the Owner at the rate of \$0.246/KW Hour for electric usage if and when the total of such usage (at \$0.246/KW Hour) during the Season exceeds the amount previously paid by the Owner to the Marina for air conditioning and electric service for the Season.
3. The Marina shall furnish and maintain floats, gangways and berthing facilities and shall provide water and electric service. No person shall in any way alter, move, convert or install any fixed electric or plumbing lines installed or supplied by the Marina. The use of carpeting on rails, docks, floats, slips or docks is prohibited. The use of fire hose as fenders on floats or docks is prohibited. All dock boxes and boarding steps must be approved by the Marina manager (also known as and referred to herein as the "Dockmaster"). Nothing shall be installed or added to the Marina's property and installations unless such installation or addition is approved and/or furnished by the Dockmaster. Any installation or addition not approved by the Dockmaster may be removed at the discretion of the Marina or Dockmaster without the installer's or Owner's permission. The Marina shall not be held liable or responsible for any damage to any part of such a removed installation due to its removal.
4. The Marina shall have the right to grant permission to a third party to use the Slip whenever the Vessel is absent from the Slip and to receive revenue therefrom. When the Vessel is to be absent from the Slip for more than one (1) day, the Owner shall give the Marina reasonable notice thereof, said notice to include the anticipated dates and times of departure and return, to and from the Slip.
5. Owner shall obey all laws, ordinances and regulations applicable to the Slip, the Vessel and the Marina's premises generally, including, without limitation, all rules and regulations of the Marina and any governmental agency regarding the discharge of vessel toilets or holding tanks, or the dumping of waste or refuse, into the water. Failure to obey any such laws, ordinances and regulations may, in the sole discretion of the Marina, result in the termination of this Agreement, with forfeiture of all payment made hereunder.
6. Owner agrees to dock the Vessel properly in the assigned Slip space only. In the event it is necessary to move a vessel due to storm or improper docking, or if a

Vessel requires pumping, the Marina staff may (but shall not be obligated to) do the work necessary and charge the Owner at the rate of \$80.00 per hour, plus expenses.

7. Owner acknowledges that the consideration paid to the Marina for berthing the Vessel is disproportionately small in comparison to the value of the Vessel and its appurtenant equipment. The Owner further acknowledges the various types of risks that are involved and associated with the berthing, handling and other work performed on the Vessel on the Marina's premises. Owner agrees that the Marina, its owners, officers, agents, managers, employees, related entities, invitees, successors and assigns are not responsible or liable for any loss, damage or injury to the Vessel or its appurtenant equipment due to any factor, including but not limited to, wind damage, water damage, collisions, theft, chafing, vandalism, fire and/or negligent acts or omissions of any or all of the above parties, and this clause shall be effective notwithstanding any asserted or actual breach of this Agreement by the Marina or any other cause. Owner agrees that the Vessel will not be berthed in a condition so as to be a fire or other type of hazard and further agrees to carry appropriate insurance coverage for all the aforesaid risks during the term of this Agreement and any renewal thereof.
8. Owner further agrees to indemnify, hold harmless and defend the Marina, its owners, officers, agents, managers, employees, related entities, invitees, successors and assigns for any claims, damages, losses, demands, causes of action or liabilities of any kind, including attorneys' fees, for personal injuries, including death, or damage to property arising out of the use by Owner (including Owner's family, employees, agents, guests or invitees including business invitees) of the Slip, the Vessel, the mooring of the Vessel or the Marina's premises.
9. **OWNER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTOOD PARAGRAPHS 7 AND 8 OF THIS AGREEMENT AND AGREES TO OBTAIN AND MAINTAIN LIABILITY (MINIMUM \$100,000/\$300,000) AND PROPERTY INSURANCE COVERING ANY AND ALL INJURIES OR DAMAGES TO PERSONS, THE VESSEL OR PROPERTY OF ANOTHER FOR WHICH HE/SHE IS RESPONSIBLE. OWNER MUST INCLUDE THE NAME OF THE INSURANCE COMPANY AND POLICY NUMBER ON PAGE 5 OF THIS AGREEMENT, IN THE SPACES PROVIDED. A PHOTO COPY OF THE FACE PAGE OF THE INSURANCE POLICY CONTAINING THIS INFORMATION MUST ALSO BE ENCLOSED WITH THIS AGREEMENT ON SUBMISSION. NO SLIP WILL BE ASSIGNED UNTIL SUCH INSURANCE FACE PAGE IS RECEIVED. OWNER FURTHER AGREES TO OBTAIN AND MAINTAIN HULL INSURANCE COVERING ANY AND ALL DAMAGES TO THE VESSEL. OWNER ACKNOWLEDGES THAT FAILURE ON THE PART OF OWNER TO CARRY ANY INSURANCE REQUIRED BY THIS AGREEMENT RENDERS THE OWNER, BY HIS/HER OMISSION, TO BE SELF-INSURED FOR THE PURPOSES OF THIS AGREEMENT.**

10. In the event the Vessel is observed to be sinking or on fire while moored in Marina waters, Owner grants to the Marina, and its agents and employees, the right (but not the obligation) to enter the Vessel, without recourse, to attempt to salvage and take whatever measures Marina, its agents or employees deem appropriate and Owner shall reimburse the Marina for all expenses incurred in salvaging the Vessel.
11. The Marina and Owner agree that this Agreement does not grant or ensure any right to Owner of or to winter storage for the Vessel.
12. The term "Season" as used in this Agreement shall mean the period from April 15, 2012 to October 15, 2012.
13. Owner agrees that it shall have the Vessel removed from Marina waters by October 16, 2012, or promptly, following an early termination of this Agreement. In the event Owner shall not have the Vessel so removed, Owner shall be deemed a holdover tenant, subject to \$50.00 per day charge until the Vessel is removed under the terms of this Agreement.
14. This Agreement is not transferable by Owner and, accordingly, Owner shall have no right to assign this Agreement to any party including, but not limited to, a new owner of the Vessel. In the event Owner sells the Vessel during the Season, this Agreement shall terminate as of the date of such sale. The new owner of the Vessel may apply for a slip in accordance with the requirements of the Marina for all applicants, with such new owner being subject and subordinate to any prior approved or awaiting slip applications. Refunds to Owner may be made, at the sole discretion of the Marina, for any remaining portion of the Season in an amount which is the lesser of the actual amount paid for such period or based on the then prevailing rate schedule, provided that the Slip is rented for the remainder of the Season.
15. In the event that, notwithstanding other provisions of this Agreement, Owner is entitled to an award of money from the Marina for damage to the Vessel or its appurtenant equipment, Owner agrees to limit such award to the difference between the amount received pursuant to any insurance award and the actual costs paid to repair the damage. **In no instance shall the Marina be liable for an amount exceeding the sum of \$500.00.**
16. Fueling of vessels within the Marina premises is only permitted at the Marina fuel docks, and only with fuel purchased at the fuel dock. Refueling elsewhere within the Marina premises is strictly prohibited.
17. Owner shall regularly inspect the Vessel and dock lines (or cause the Vessel and lines to be inspected) and shall take (or cause to be taken) any steps necessary to avoid damage to the Vessel, other vessels, Marina property or other property within the Marina premises. **Any mishap resulting in damage to another vessel**

or property within the Marina shall be reported to the Dockmaster immediately.

18. The Marina reserves the right to charge Owner an administrative/finance fee on all delinquent balances payable to the Marina.
19. The Owner hereby grants the Marina a lien against the Vessel for all unpaid lawful charges, past and current for berthing, labor, storage, fuel, maintenance and services.
20. Owner acknowledges that the Marina premises and waters (along with the Hudson River generally) are designated a "no discharge zone." Accordingly, Owner shall regularly maintain any Vessel waste water holding tanks with so-called "tell-tale" tablets. The Owner also hereby grants the Harbor Master and the Dockmaster access to the Vessel and its holding tanks to inspect and place such tablets into the holding tanks as necessary to monitor waste water discharges within the Marina waters throughout the Season. Pumping or dumping of waste into Marina waters is strictly prohibited.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day, month and year first written above.

(Print Owner's Name)

Tbc Marina, LLC

By: _____

(Owner's Signature)

INSURANCE INFORMATION:

(Print Insurance Company Name)

(Insurance Policy Number)

(Insurance Termination Date)

RULES & REGULATIONS OF THE TBC MARINA, LLC

The following rules and regulations are part of the Summer Slip Agreement

1. Slips shall be assigned by the Dockmaster and no changes shall be made without the Dockmaster's prior permission. No Slip may be sub-rented by Owner. **Owner must report to the Dockmaster when the Vessel is to be away overnight.** The Marina reserves the right to use or rent the Slip when the Vessel is absent from the Slip.
2. The Owner is solely responsible for the safe and secure mooring of the Vessel. Vessels shall be secured **ONLY** to Marina pilings or cleats while within the Marina waters. A minimum of bow, stem, forward and aft spring lines shall be used. Lines must be adjusted so that no part of a vessel (such as bowsprits or anchor davits) overhang floats or docks. **Nylon line shall be in good condition** and meet the following minimum standards: up to 20' - 3/8" line; 20' to 30' - 1/2" line; 30' to 40' - 5/8" line; and 40' and over 3/4" line. **No polypropylene or natural fiber lines may be used for mooring.** In the event the foregoing is not complied with, the Marina reserves the right (but not the obligation) to install lines and to bill the Owner for lines and labor.
3. By soliciting and accepting a Slip in the TB&YC, Owner knowingly accepts full responsibility for any losses to, or damage to, the Vessel while within the Marina premises. Owner also accepts responsibility for any injury or damage to other persons or properties caused by Owner's (or its agent's or invitee's) acts, omissions or negligence.
4. Disorderly or destructive conduct (or failure to comply with these Rules & Regulations) by the Owner or his/her guests may, in the discretion of the Marina, be cause for cancellation of the Summer Slip Agreement and, in such event, Owner shall be required to remove the Vessel from the Marina premises **PROMPTLY**.
5. Disposal of garbage or trash on the Marina premises, except in the provided receptacles, is prohibited. All garbage or trash which is to be placed in a provided receptacle first shall be properly secured in plastic bags.
6. Owners must consult with the Dockmaster for instructions on the proper disposal of used oil, in each instance.
7. Storage of fuel, empty fuel containers, gear or furniture on the docks or floats is prohibited. Passageway on floats and docks shall not be blocked and shall be maintained unobstructed.
8. Open fire on boats, docks and floats is prohibited. No barbeque grills are to be used on boats docked in the Marina at any time.

9. All dogs on the premises must be leashed. Dogs and other pets must not be allowed to create disturbances. Dog owners must curb their dogs and properly dispose of all dog droppings.
10. Major repair and restoration work on boats at slips, which disturbs the peace of other slip users, is prohibited.
11. LEAVING AIR CONDITIONERS OR WATER HEATERS ON WHILE CONNECTED TO MARINA ELECTRIC SERVICE FOR MORE THAN SIX HOURS WITH NO ONE ON BOARD THE BOAT IS PROHIBITED. ADDITIONAL FEES FOR ELECTRIC SERVICE MAY BE LEVIED IF THIS CLAUSE IS VIOLATED.
12. No boat or vessel within the marina shall exceed a noise level of 75 decibels. CIGARETTE type boats must be equipped with mufflers and such mufflers must be used when such boats are in the marina.
13. Children under the age of 13 must be accompanied by an adult. New York State Law requires that children up to 12 years of age wear a life jacket at all times while in the Marina.
14. Parking permits for automobiles must be displayed on the automobile's dashboard.
15. No wooden dock steps shall be allowed on docks; only fiberglass steps will be approved for use. The Dockmaster must approve any dock steps to be placed on the docks.
16. The riding of bikes, scooters, skateboards or similar devices on docks is strictly prohibited.
17. "No Wake Zones" within marina waters must be strictly observed.

Receipt of and agreement to comply with these Rules & Regulations acknowledged by:

(Owner's Signature)

(Date)