



## 2024 DOCKAGE CONTRACT - TERMS & CONDITIONS

To secure a seasonal slip, you will be required to service, store and dock your boat at Port of Egypt Marine.

The term of this Dockage Contract (hereafter "Agreement") between Port of Egypt Marine, Inc. (hereafter "**POEM**") and Vessel owner and/or authorized agent representing owner (hereafter "**Tenant**") for leasing a slip at 62300 Main Road / Route 25, Southold, NY 11971 is **April 1, 2024 to November 1, 2024**, subject to earlier termination by POEM pursuant to provisions of this Agreement. Tenant will be notified of any changes or additions to these Terms & Conditions via email.

### TENANT AGREES:

1. That to be admitted to and continue as a POEM Tenant, Vessel must be:
  - 1a. in safe and seaworthy condition and shall at all times be capable of moving from its slip under its own power.
  - 1b. kept clean and well maintained.
  - 1c. subject to periodic inspection by POEM to confirm compliance with the terms of this Agreement.
  - 1d. registered, identified, marked, equipped and maintained as required by law and safe practice.
  - 1e. insured by complete marine coverage including liability. On an annual basis, it is the responsibility of each Tenant to submit to POEM a copy of the insurance certificate naming Port of Egypt Marine as additional insured.
  - 1f. used for non-commercial purposes unless otherwise approved in writing in advance by POEM.
2. To notify POEM in writing of any change in ownership.. Such written notice will not relieve Tenant of obligations hereunder. The rights granted hereunder are not transferable without the written consent of POEM.
3. To strictly comply with all police, fire and sanitary regulations, Town of Southold ordinances, laws of the County of Suffolk and State of New York, *Port of Egypt's Marina Rules of Conduct* and any additional rules and regulations posted by POEM and/or stated herein.
4. To be solely responsible for Vessel from and after the time it is launched, including periodically inspecting the Vessel to ascertain that it is properly secured to the dock, etc.
5. That POEM reserves the right at its sole discretion to relocate Vessel to another slip. POEM will provide advance, written notice in the event this does occur.
6. **That Tenant will contact POEM regarding all service work to be performed on Vessel, its gear and equipment.** All work on POEM premises must be approved by and coordinated through POEM Service Team.
7. That POEM will, under no circumstances, be responsible for loss or damage to Vessel by fire, water, wind power failure, theft, civil disturbance, freezing or ice conditions, *force majeure* events (natural disasters or other destructive events utterly outside of human control or any other circumstance beyond the reasonable control of POEM.) Further, POEM will not be responsible for personal injury to Tenant or anyone Tenant invites on Vessel or premises; and Tenant understands that this marina carries no insurance to protect Tenant against this liability, and the relationship between the parties is one of Landlord (POEM) and Tenant (Tenant) and this marina is not a warehousemen; nor will POEM be responsible for loss of any articles, gear, accessories and equipment that may be left on Vessel or anywhere on the premises; and Tenant does hereby expressly release POEM, its owners and employees and waive all rights and claims against it for loss, damages or injuries sustained by them or their property while on the premises of POEM, and they hereby agree to hold POEM, its owners and employees harmless from any and all liability from loss, injury or damage to persons or property who or which Tenants may invite to bring on the premises, as well as all costs and expenses which POEM may incur in connection therewith, including but not limited to actual attorney fees.
8. That private sale of any Vessel docked or stored on POEM premises is prohibited. Any sales originating from POE property must be handled by POEM Sales Team and comply with POEM's brokerage procedure. No "For Sale" signs are permitted on or around Vessel.
9. If Vessel must be hauled out, Tenant must tilt engine and/or drive up, raise trim tabs, lower canvas frames and lower antennas. POEM is not responsible for damage to drives, tabs, canvas or antennas if these steps are not taken.

- 10.** To keep allotted space in orderly condition and free from anything which is a fire hazard; not to place or store gasoline, paint, paper, combustible material or similar debris in the Vessel or in space provided, except for fuel contained in Vessel's fuel tank(s). **Filling containers to use for fueling boats is prohibited. All fueling must be done at the fuel dock.**
- 11.** To attach a water saving device such as a nozzle, valve or spray handle, to any hose used on dock.
- 12.** To adhere to all POOL RULES & REGULATIONS and acknowledge that Tenant and any guests are swimming at their own risk(s). There is no lifeguard on duty.
- 13.** That any Vessel remaining in a POEM slip after November 1, 2024 may be charged transient dockage rates.
- 14.** That in the event Tenant or any invitee of Tenant shall fail to comply with or perform any of the conditions or agreements herein undertaken, or shall fail to observe the general rules and regulations, or shall act in such a manner as to be a nuisance or unreasonably disturb others, POEM shall have the right to cancel Agreement immediately and forthwith terminate all privileges granted herein. Upon said notice, Tenant will immediately give up possession of said space and remove Vessel, its equipment and all other property therefrom. Should said Tenant choose to leave prior to the end of the 2023 season, POEM is under no obligation to refund unused portion of payment. Upon expiration of 7 days from date of mailing or posting said notice, POEM without further notice, may remove said Vessel and any property of any kind therein and put out and leave the same at any place POEM may determine at the full risk of Tenant. Tenant agrees to reimburse POEM for cost of said removal.
- 15.** That **(15a)** Claims under this Agreement must be presented in writing to POEM within a reasonable time, and in no event longer than 30 days after delivery of the goods by POEM or 30 days after Tenant is notified by POEM that loss or injury to part or all of the goods occurred, whichever time is shorter. **(15b)** No action may be maintained by the Tenant or others against POEM for loss or injury to the goods stored unless timely written claim has been given as provided in 15a and unless such action is commenced either within twelve (12) months after date of delivery or within twelve (12) months after notification of loss or injury, whichever is shorter. **(15c)** When goods have not been delivered, notice may be given of known loss or injury to Vessel by mailing a registered or certified letter to Tenant. Time limitations for presentation of claim in writing and maintaining of action after notice by mail begin on date of POE mailing such notice.
- 16.** That invoices are payable and due when rendered. A Finance Charge will apply to any balance remaining unpaid ten (10) days after invoice is rendered. Unpaid balance on which Finance Charge will be computed is determined by deducting all payments received. Finance Charge when applicable, is computed by applying a 2.0% monthly periodic rate (24% Annual Rate) to unpaid previous balance. A minimum Finance Charge of fifty cents (\$.50) is applicable to unpaid previous balance of less than twenty dollars (\$20). Each payment shall be first applied to any unpaid Finance Charge. All Finance Charges hereunder are agreed to be a time price differential.
- 17.** That POEM shall have the right of lien against Vessel for dockage charges and other charges set forth herein. Finance Charges, and all other sums, including charges at POEM store, due from Tenant or assigns to POEM. In no event shall Vessel be launched prior to payment in full of all said charges.
- 18.** That in the event that any balance due under this contract is not paid when due and the matter is referred to counsel for collection, Tenant shall be further liable for reasonable attorney fees for collection.
- 19.** That this Agreement shall be interpreted under and in accordance with laws of the State of New York, and nothing contained herein shall be construed as a waiver of any rights POEM may have. All pronouns used herein shall be construed to be masculine, feminine, or neuter, as the context shall require. If any portion of this contract is deemed invalid or unenforceable, then to the extent possible, all other parts of this contract shall be interpreted so as to be enforceable, and the same shall remain in full force and effect. The Agreement shall be binding upon and insure to the benefit of the successors and assigns of the parties hereto.



## MARINA RULES OF CONDUCT

Port of Egypt Marine is a family-friendly environment. Customers and their guests must adhere to the following courtesies and policies while on the property.

- All children under 12 years of age must:
  - be accompanied by an adult at all times.
  - wear life jackets while near the water, on docks and aboard Vessel(s).
- **Fueling of Vessels must take place exclusively at the gas dock and is prohibited elsewhere on POEM property.**
- The following are prohibited:
  - smoking at gas dock.
  - open flames (fire pits, Tiki torches, etc.)
  - grilling aboard Vessel or on dock.
  - swimming in marina basin and/or channel.
  - fileting fish on docks near slips. **Fish must be fileted at designated area near fuel dock.**
  - dock boxes.
  - alterations to docks, bulkheads or any/all POEM property without prior written approval.
  - putting household garbage in marina sanitation receptacles.
  - beverages in glass containers restricted from docks, parking lot, sidewalks, courtyard & pool area.
- Canine guests are welcome provided they are:
  - accompanied by an adult at all times.
  - not a nuisance to other boaters
  - leashed at all times.
  - cleaned up after.
- Profanity and/ or rude, disruptive behavior will not be tolerated and will result in an immediate dismissal from property and potential revocation of marina privileges.
- Marina quiet hours are observed from 10 p.m. – 7 a.m.