701 MARINA LLC
WINTER LAND STORAGE AGREEMENT

d/b/a Tappan Zee Marina
Storage Period: October 15, 2026 – May 15, 2027

This Winter Land Storage Agreement (the "Agreement") is made on the ____ day of _____, 2026, between 701 Marina LLC, a New York limited liability company doing business as Tappan Zee Marina (the "Marina"), and the boat owner identified below (the "Owner").

1. TERM OF STORAGE

This Agreement is effective from October 15, 2026 through May 15, 2027 (the "Storage Period"), unless terminated earlier under this Agreement.

2. SCOPE OF STORAGE

2.1 Land Storage and Haul-Out. The storage fee covers land-based vessel storage and haul-out only. "Haul-out" means pulling the vessel from the water and placing it in its storage space. Except for haul-out, no utilities, security, services, maintenance, or oversight are provided or implied. The Marina is not responsible for supervising, maintaining, or otherwise monitoring the vessel or any surrounding property.

2.2 Launching Not Included. This Agreement does not cover launching the vessel or putting it in the water. No launch, splash, or in-water service is included in the storage fee or provided under this Agreement. Any such service the Marina agrees to provide must be arranged separately in writing and is charged under the Fee Schedule (defined in Section 3.1).

2.3 Owner Inspection and Presence at Haul-Out. Owner is responsible for inspecting the vessel and shall be present when the Marina hauls the vessel and places it on stands. Owner must notify the Marina immediately of any damage, defect, or concern with the vessel, and before leaving the premises. The Marina is not responsible for damage or conditions that Owner does not report immediately. If Owner is not present, the Marina may proceed with haul-out at Owner's risk.

2.4 Scheduling and Vessels Awaiting Haul-Out. The Marina will make reasonable efforts to haul the vessel and place it in storage, but its available time is limited and haul-out must be scheduled around weather, tides, and other conditions outside its control. The Marina does not guarantee any particular date or time for haul-out. If a vessel arrives from another marina or location and must wait before it can be hauled, whether tied up, moored, or afloat at or near the Marina, the vessel remains at Owner's sole risk during the wait. The Marina is not responsible for any damage, loss, or harm to the vessel during that period, including damage from storms, wind, waves, high or low tides, grounding, ice, or other weather or water conditions, or for any delay in haul-out.

3. FEES, PAYMENT, AND CHARGEBACKS

3.1 Fees and Payment. Owner shall pay the storage fee and all other applicable charges stated in the Marina's written fee schedule, rate confirmation, reservation confirmation, or invoice provided to Owner for the Storage Period (collectively, the "Fee Schedule"). The Fee Schedule provided to Owner before signing is incorporated into this Agreement by reference. All amounts are due at the times stated in the Fee Schedule or, if no time is stated, upon demand.

3.2 Unauthorized Utility Use. If Owner uses water or electricity on the property without prior written permission, Owner shall pay the unauthorized-use charge.

3.3 Overstay. If the vessel remains on the property after May 15, 2027, Owner shall pay the daily overstay or storage charge of $100 per day until removal, plus all actual relocation, towing, handling, and enforcement costs.

3.4 Required Dispute Procedure. Before initiating a chargeback or payment dispute, Owner shall give the Marina written notice describing the disputed charge and the relief requested, and shall allow the Marina at least ten (10) business days to review and respond. Owner shall use this procedure for cancellation, refund, and service-quality claims. This requirement does not waive or restrict any dispute right that applicable law does not permit Owner to waive.

3.5 Effect of Bank or Card-Network Decision. A chargeback, provisional credit, payment reversal, or decision by a bank, card issuer, payment processor, or card network concerns only the card transaction. It is not a legal determination of the parties' contractual rights and does not cancel this Agreement, create a refund right, or extinguish any debt owed to the Marina. Any amount withdrawn from, withheld from, or charged back against the Marina remains immediately due and payable by Owner unless the Marina agrees in a signed writing that the amount should be refunded, or a court of competent jurisdiction finally determines that Owner is legally entitled to the refund. If only part of a charge is properly refundable, only that part will be credited.

3.6 Chargebacks Filed Contrary to This Agreement. Except for a good-faith exercise of a nonwaivable legal right, initiating a chargeback without completing the procedure in Section 3.4 is a material default. Owner shall reimburse the Marina for all actual, documented chargeback fees, nonrefundable processing fees, reasonable administrative and collection costs, court costs, reasonable attorneys' fees, and other reasonable enforcement expenses caused by the chargeback, to the extent permitted by law.

3.7 Unpaid Amounts. While any amount remains unpaid, the Marina may suspend access and services; refuse to release the vessel or to provide any separately arranged launch or other service; continue applicable storage and overstay charges; and exercise its contractual, lien, and collection remedies. The Marina will not recharge the same card following a chargeback without new authorization from Owner.

4. USE AND ACCESS RESTRICTIONS

4.1 No Habitation. The vessel may not be used for sleeping, habitation, or overnight stays at any time.

4.2 No Vehicles. No vehicles may be left overnight on the premises.

4.3 Work on the Vessel or Property. No work may be done on the vessel or property without the Marina's prior written consent. If consent is given, valid insurance and licenses must be provided to the Marina before work begins. If any work results in a mess, damage, contamination, or disruption, the Marina may take corrective action at its sole discretion, with all related costs billed to Owner.

4.4 Dumpster Prohibition. Owner and Owner's guests, contractors, and invitees may not use any Marina dumpster or waste container without the Marina's prior written permission. Each unauthorized use will result in the charge stated in the Fee Schedule, plus all actual disposal, cleanup, environmental, hauling, and third-party costs. Hazardous materials, oil, fuel, batteries, paint, chemicals, sewage, and vessel parts may not be placed in Marina receptacles under any circumstances.

5. STORAGE LIMITATIONS AND CONDUCT

5.1 No Stored Items. No tools, materials, equipment, or personal property may be stored under, around, or near the vessel.

5.2 Removal of Items. The Marina may, but is not obligated to, remove unauthorized items and charge the removal charge stated in the Fee Schedule, plus actual disposal and cleanup costs.

5.3 Condition of Space. Owner shall keep the storage space neat, safe, and unobstructed.

6. INDEMNIFICATION AND FINES

6.1 Indemnification. Owner shall indemnify and hold harmless the Marina, its owners, employees, and agents from any and all losses, fines, claims, damages, injuries, or liabilities arising from:

(a) Owner's presence or use of the property;

(b) any work or activity involving the vessel; or

(c) any violation of law or local ordinance.

6.2 Fines. If a fine or notice of violation is issued, Owner is solely responsible for all resulting costs and shall pay any noncompliance or continuing-violation charge stated in the Fee Schedule until the condition is resolved.

7. WAIVER OF LIABILITY

7.1 Storage at Owner's Risk. Storage is provided at Owner's sole risk. The Marina is not liable for:

(a) fire, theft, vandalism, storm damage, natural disasters, rodent damage, collapse, or any other harm to the vessel, including while the vessel awaits haul-out; or

(b) any indirect or consequential damages, including loss of use, loss of value, or downtime.

7.2 Waiver of Claims. Owner waives all claims against the Marina except claims arising from gross negligence or willful misconduct.

8. INSPECTION, RELOCATION, AND REMOVAL

8.1 Inspection. The Marina may enter and inspect the vessel or storage area at any time for safety, compliance, maintenance, or protection of persons or property.

8.2 Relocation and Removal. In an emergency, or in the event of default, noncompliance, overstay, obstruction, or hazard, the Marina may move, relocate, secure, tow, haul, or remove the vessel and related property, at Owner's risk and expense, using the contractors and methods the Marina reasonably selects. By doing so, the Marina is not deemed to have assumed custody, maintenance, or responsibility for the vessel.

9. DEFAULT, NONPAYMENT, LIENS, AND ABANDONED VESSEL

9.1 Events of Default. Each of the following is a default:

(a) failure to pay any amount when due;

(b) a declined, reversed, or charged-back payment that remains unpaid;

(c) failure to remove the vessel when required;

(d) failure to maintain required insurance;

(e) material misrepresentation; or

(f) breach of any other provision of this Agreement.

9.2 Remedies. Upon default, and subject to applicable law, the Marina may: terminate this Agreement; deny or condition Owner's access; refuse to release the vessel or allow its removal, and refuse any separately arranged launch or other service; move or secure the vessel; continue charging the daily overstay or storage rate; and recover all unpaid charges, interest at the lesser of 1.5% per month or the maximum lawful rate, towing and handling costs, collection costs, court costs, and reasonable attorneys' fees.

9.3 Liens. The Marina has, and may enforce, all possessory, contractual, statutory, and other liens available under New York law, including New York Lien Law §184, and may retain possession of the vessel until all secured sums are paid. Any lien sale or other disposition will occur only after the notices, waiting periods, sale procedures, and redemption rights required by applicable law, including New York Lien Law Article 9. Owner authorizes the Marina to obtain title, registration, lienholder, and contact information reasonably necessary to enforce its rights.

9.4 Apparent Abandonment. For contractual purposes, a vessel is "apparently abandoned" if Owner fails to remove it by the required date and, after written demand sent to Owner's last known mailing and email addresses, fails for fifteen (15) days to pay all sums due, arrange removal acceptable to the Marina, or maintain meaningful communication. Apparent abandonment does not transfer title to the Marina or permit disposal contrary to law. It permits the Marina to relocate and secure the vessel at Owner's expense and to begin any lawful lien-enforcement, sale, title, removal, or disposal process.

9.5 Deficiency and Surplus. Owner remains responsible for all charges accruing before a lawful sale or disposal and for any deficiency remaining afterward, together with lawful enforcement expenses. Any surplus proceeds will be handled as required by law.

9.6 Notices and Changes of Information. Owner shall promptly notify the Marina in writing of any change in address, email, telephone number, vessel ownership, registration, or lienholder. Notice sent to the last information provided by Owner is effective to the extent permitted by law.

10. NO ASSIGNMENT OR SUBLETTING

This Agreement is personal to Owner. The storage space or vessel may not be assigned, transferred, or sublet to any third party without the Marina's prior written consent.

11. TERMINATION

The Marina may terminate this Agreement at any time, with or without cause, upon written notice. Upon termination, Owner shall remove the vessel within five (5) days, or any shorter period reasonably required for safety or legal compliance. Failure to do so is a default and may result in continued charges, relocation, lien enforcement, and removal at Owner's expense.

12. ENTIRE AGREEMENT; GOVERNING LAW; VENUE

This Agreement, including the attached Addendum, is the entire understanding between the parties. No verbal or other representation is binding unless in writing and signed by both parties. This Agreement is governed by New York law. To the extent permitted by law, any action concerning this Agreement shall be brought in a state or federal court located in Rockland County, New York, and Owner consents to personal jurisdiction and venue there.

13. INSURANCE REQUIREMENTS

13.1 Required Coverage. Owner shall maintain, at Owner's sole cost, a valid policy of marine insurance covering the vessel throughout the Storage Period. The policy must:

(a) include liability coverage with limits of not less than $500,000 per occurrence and $1,000,000 in the aggregate;

(b) include hull coverage for the full replacement value of the vessel;

(c) name 701 Marina LLC, 701 Piermont llc as an additional insured for liability coverage; and

(d) provide that the insurer will give the Marina at least 30 days' advance written notice of cancellation, termination, or material change, if available from the insurer.

13.2 Proof of Insurance. Proof of insurance and the additional insured endorsement must be provided before the vessel's arrival. Failure to maintain required insurance is a default and may result in immediate termination and removal at Owner's expense.

OWNER INFORMATION

Name: _____

Address: _____

Phone: _____ Email: _____

Boat Make/Model: _____

Registration #: _____

Fee Schedule / Rate Confirmation Date or ID: _____

Signed by the parties as of the date(s) below.

Owner Signature: _____ Date: _____

701 Marina LLC Representative: Andrew Impagliazzo

Signature: _____ Date: _____

701 MARINA LLC
CREDIT CARD CANCELLATION AND PAYMENT DISPUTE ADDENDUM

Winter 2026–2027 | October 15, 2026 – May 15, 2027

A. Customer Cancellation and Credit Card Fees. If Owner cancels this Agreement or any reservation or service after paying by credit card, Owner is responsible, to the extent permitted by applicable law and payment rules, for the actual, documented processing fees attributable to any approved refund that are not returned or credited to the Marina by its processor. The Marina may deduct those fees from a refund otherwise due or approved. For a partial refund, only fees allocable to the refunded portion may be deducted. No markup, duplicate recovery, or previously recovered fee may be included. The Marina will provide an itemized calculation on request.

B. Payment Disputes and Chargebacks. Owner agrees to follow the written dispute procedure in Section 3.4 of the Agreement before initiating a chargeback or payment dispute, except to the extent applicable law provides a nonwaivable right. A bank, issuer, processor, or card-network decision concerns only the card transaction and is not a legal determination of Owner's contractual right to a refund. A provisional credit, chargeback, or payment reversal does not cancel the Agreement or extinguish the underlying debt, and any reversed amount remains immediately due unless the Marina agrees otherwise in a signed writing or a court of competent jurisdiction finally determines that Owner is legally entitled to the refund. Except for a good-faith exercise of a nonwaivable legal right, a chargeback initiated without completing the required procedure is a material default, and Owner shall reimburse the Marina as provided in Section 3.6 of the Agreement. The Marina will not recharge the same card after a chargeback without new authorization.

C. Existing Refund Terms and Protected Rights. This Addendum does not create a right to cancel or receive a refund and does not change any existing cancellation or non-refundability term, except for the deductions expressly permitted here. No deduction applies when the Marina terminates without cause, fails to provide the contracted service, or a full refund is otherwise required by law or applicable payment rules. Nothing in this Addendum waives any nonwaivable statutory dispute right.

D. Acknowledgment. This Addendum is part of the Agreement and controls only in the event of a conflict concerning credit card fee deductions or payment disputes. Owner acknowledges receiving these provisions before making the applicable credit card payment. All other terms remain in effect.

Owner Name: _____

Vessel / Registration: _____

Owner Signature: _____ Date: _____

Marina Representative: _____ Date: _____