TAPPAN ZEE MARINA
695 PIERMONT AVE
PIERMONT, NY 10968

SUMMER 2026 SLIP AGREEMENT

BOAT OWNER INFORMATION:

Owner: _____

Address:_____
_____

Email: _____

Phone: _____

Start Date: May 15, 2026

End Date: October 15, 2026

Dockage Fee: _____

Slip Number: _____

VESSEL INFORMATION:

Name: _____

Make: _____

Beam: _____

Length Overall: _____

Hull ID Number: _____

Draft: _____

DINGHY INFORMATION:

Length: _____

Type: _____

TRAILER INFORMATION:

Make: _____

Type: _____

Model: _____

Serial Number: _____

PAYMENT:

Payment Due By: _____

Payment Made: _____

Sign here that you agree to all terms and services of Tappan Zee Marina:_____

Includes Credit Card Cancellation Fee Addendum attached.

TERMS OF AGREEMENT

1. **DEFINITIONS:** In this SUMMER 2026 SLIP AGREEMENT (hereinafter "Agreement"), "Owner" shall mean the person(s) whose name(s) and address(es) are shown as such above. "Owner" shall indicate the singular and the plural. "Boat" shall indicate the vessel identified above or any substitute vessel agreed upon by the parties in writing. Owner warrants that they are either the owner of the Boat or that they are duly authorized by the owner of the Boat to enter into this SUMMER 2026 SLIP AGREEMENT as agent for the owner and to bind themselves, the owner, and the Boat to the terms and conditions stated herein. "701 Marina LLC" shall mean 701 Marina. "Marina" shall mean Tappan Zee Marina located at 695 Piermont Avenue, Piermont, NY 10968. "701 Marina" shall encompass 701 Marina LLC and that of Tappan Zee Marina, as the entities are considered one.

2. **RENT:** Owner agrees to pay Rent at the Marina Office at the time(s), and in the amounts specified in the Payment Terms set forth above. Fuel charges and other charges for goods or services provided to the Owner or their Boat by 701 Marina shall be considered additional Rent and will be invoiced in addition to the amounts specified in the Payment Terms. In the event any installment of rent or other charges due in accordance with this Agreement are not paid within 30 days of the date of the invoice sent by 701 Marina to Owner, Owner agrees to pay Marina a 10% late fee on the overdue amount, as well as a finance charge of 2% per month on the unpaid balance due until paid, accruing from the invoice start date.

3. **SLIP ASSIGNMENT.** Owner shall have the sole and exclusive right to use the Slip assigned to Owner by 701 Marina, provided Owner is not in default under any provision of this Agreement. The Slip shall be used solely for the purpose of mooring the Boat (one vessel) within the slip. Owner acknowledges that no business of any kind may be conducted from the Slip. Owner acknowledges that no boat other than the Boat described above, may be substituted without the prior written approval of 701 Marina. Owner acknowledges that the Slip may not be sublet nor may this Agreement or any rights hereunder be assigned by the Owner without the prior written consent of 701 Marina. 701 Marina may move the Boat to any other slip in the marina if it is deemed necessary by 701 Marina at its sole discretion and at any time. Prior to moving the Boat, 701 Marina will make a reasonable attempt to contact the Owner. Owner agrees that they will promptly comply with any written request made by 701 Marina and sent to the Owner by first class mail that the Owner remove the Boat and all personal property from the assigned slip. In the event it is necessary for 701 Marina to remove the Boat and/or Owner's property from the slip, Owner agrees to pay all charges for moving, hauling, land storage, and launching as invoiced by 701 Marina.. During boat shows or other events, there will be an additional fee of $1000 if Owner does not comply with requests to move the vessel.

4. **RULES:** Owner agrees to use and occupy the Slip strictly in accordance with the terms and conditions of this Agreement and the Marina Rules, which may be published or modified by 701 Marina at any time, and at the sole discretion of 701 Marina. Owner acknowledges that they have received and reviewed a copy of the Marina Rules in effect at the time of signing this Agreement.

The Marina Rules in effect at any given time shall include, but are not limited to, the following requirements: (a) Owner shall not leave any portable electrical appliances operating unattended aboard the Boat, especially space heaters, drop lights, heating strips, and the like; (b) Owner accepts primary responsibility to ensure that their guests and invitees are familiar with the Marina Rules and shall ensure that Owner's guests adhere to the Rules at all times; and (c).Owners agree not to use or permit the use of hibachis or any other type of portable wood/charcoal cooking equipment aboard the Boat or on the piers at any time. In the event it is determined by OASIS MARINA that the Boat or the conduct of the Owner or any guest is not in compliance with the Marina Rules or the terms of this Agreement, 701 Marina may terminate this Agreement for cause.

5. **DUTIES OF OWNERS/CONDITION OF VESSELS:** The Marina Manager shall have the authority to set standards of appearance and serviceability for boats moored within the Marina basin or stored in Dry Slips. Owner agrees to maintain his Boat in accordance with such standards and the Marina shall, at the sole discretion of the Marina Manager, have the right to expel any Boat from the Marina which does not meet standards of appearance, maintenance, or safety. Owner agrees that the Boat shall be properly documented or registered and show all required markings/decals and Owner agrees to promptly provide 701 Marina with a copy of the Boat's registration, title and documentation upon request by 701 Marina. Owner agrees that it is Owner's sole duty to keep the Boat properly secured and moored at all times; to keep the Boat tight (bilges dry), staunch and seaworthy; to keep the Boat in good operating condition and repair; to keep the Boat neat, clean, and free of rust, mildew, peeling paint, rot, blistering, and flaking; to equip the Boat with adequate mooring lines and fenders in strong, clean and satisfactory condition; and to keep the Boat with a neat, shipshape and aesthetically pleasing appearance. Owner's compliance with the standards referred to in this paragraph shall be determined at the sole discretion of 701 Marina. Owner acknowledges that the Slip is not to be used for the long-term storage (over 30 consecutive days) of an inoperable boat (except when winterized between November 1st and April 30th). In the event that it is determined by 701 Marina that the Owner or the Boat is not in compliance with the requirements of this paragraph, 701 Marina may terminate this Agreement for cause.

6. **COMMON AREAS:** Provided Owner complies with their duties and obligations hereunder, 701 Marina hereby grants Owner a non-exclusive license to use of the docks, promenade, parking areas, picnic areas, restrooms, lounge facilities and other common areas within the Marina which are designated for general use by Owner and Owner's guests, subject to the Marina Rules and requirements set forth in this Agreement. Owner agrees that neither they nor their guests or invitees will place or leave any objects upon the docks and finger piers or other common areas of the Marina without the express permission of the Marina Manager. Only dock boxes and steps approved by 701 Marina may be placed on the docks or piers. Owners may not attach anything to the docks or make any alterations to the docks or finger piers or any other common area of the Marina.

7. **VACANCY:** Whenever Owner expects their assigned slip to be vacant for more than 48 hours, the Owner shall notify the Marina Manager. 701 Marina shall have the right to rent or use the slip for its own purposes at any time it is not occupied by the Owner's Boat.

8. **CANCELLATION BY OWNERS:** In the event of a boat sale the Owner may request in lieu of cancelling the Agreement, Owner may assign its rights and obligations under this Agreement to the new owner of the Boat, but only with the express consent and approval of 701 Marina. Owners canceling this Agreement prior to the end of the term will not receive any pro-ration on any fees.

9. **TERMINATION WITHOUT CAUSE.** 701 Marina may elect, at its sole option, to terminate this Agreement at any time. In such an event, 701 Marina shall send the Owner written notice of termination by first class mail to the address written above (or to any new address provided by Owner to 701 Marina in writing). In such an event, once the Owner has removed the Boat from the Slip, 701 Marina shall refund to the Owner the prorated charges from the date of termination to the end of the current term of this Agreement (after deducting any amounts due by the Owner to 701 Marina). In the event the Owner does not remove the Boat from the Slip within 10 days after 701 Marina sends the notice, 701 Marina may remove, tow, haul, and store the Boat at Owner's expense and sole risk of loss/damage, and at 701 Marina's then effective daily transient rate.

10. **TERMINATION FOR CAUSE:** 701 Marina may at its sole discretion, terminate this Agreement for cause, and without any refund to Owner, in the event that the Owner fails to pay any of the rental or other fees due under this Agreement when due; in the event Owner breaches any of the terms and conditions of this Agreement; in the event Owner or Owner's guests, invitees, or contractors fail in the sole judgment of the 701 Marina, to abide by the Marina Rules or the terms of this Agreement; or should Owner behave in a manner which, in the sole judgment of 701 Marina, is disorderly, might injure or endanger other persons, damage property, or harm the reputation of 701 Marina. In the event 701 Marina exercises its right to terminate this Agreement for cause, it will send written notice to the Owner by certified mail at the address written above (or any new address provided by Owner to 701 Marina in writing), specifying the nature of the defaults and demanding that the defaults be corrected within ten (10) days of the date notice is sent. In the event the defaults are not corrected within said time, in the sole judgment of 701 Marina, this Agreement may be terminated.

11. **DUTIES UPON END OF TERM/TERMINATION FOR CAUSE/HOLDING OVER:** At the end of the term of this Agreement without renewal or extension, or upon termination of this Agreement for cause, Owners agree (1) to return the Slip to 701 Marina in its original condition, clean and free of debris; (2) to immediately pay all amounts due to 701 Marina; (3) to surrender all marina keys and security cards; (4) to remove all parking stickers from their vehicles; and (5) to immediately remove the Boat and all of Owners' personal property from the marina. Owners agree that they will not remove the Boat from the marina after termination or after the end of the term, until all amounts have been paid to 701 Marina. Until the Boat is removed from the marina, Owners

agree to pay 701 Marina slip rental at the daily transient rate then in effect at the marina. In the event Owners shall fail to remove the Boat from the marina within three (3) days of the end of the term or of the termination for cause becoming effective, Owners authorize 701 Marina to board the Boat and take possession of any of Owners' other property in or about the marina, and to remove such Boat or other property at the expense of Owners. 701 Marina may remove the Boat or other property to any other wet or dry storage selected by 701 Marina. Owners agree to pay all costs and expenses of such removal and continued storage and to reimburse 701 Marina for all such costs and expenses advanced. Owners further assume all risks of loss or damage to the Boat and its contents incurred in connection with such removal and/or storage, and hereby release and agree to hold 701 Marina, its agents, employees, officers, directors and representatives harmless from any liabilities, costs, and expenses incurred in connection therewith, regardless of the nature of the damages, and arising from any cause whatsoever, including but not limited to the negligence (but not gross negligence or willful misconduct) of 701 Marina, its agents, employees, officers, directors, and representatives. In the event this Agreement is terminated for cause, as set forth above, Owners shall continue to be liable to 701 Marina for all sums remaining payable for the term of this Agreement; and any sums prepaid by Owners to 701 Marina shall be forfeited by Owners and be deemed the sole property of 701 Marina.

12. **LIMITATION OF LIABILITY:** By entering into this Agreement, the Owner acknowledges that he or she is aware of the various types of risks involved in keeping a boat at a marina. Owner accepts the slip, docks, piers, their appurtenances and all common areas "as is" and agrees they are in satisfactory condition, safe and suitable for use by Owner and Owner's guests/invitees. Owner agrees that use of the slip, Marina grounds/facilities, parking and other common by Owner, Owner's guests and invitees shall be at their own risk of property loss/damage and/or personal injury/death, arising from any cause whatsoever. Owner further agrees that neither 701 Marina, nor any of its agents, employees, officers, directors, or other representatives shall be liable for any loss, damage or injury to the person or property of Owner or of Owner's guests, invitees or servants, including any loss or damage to Owner's boat, motor vehicle(s), or their contents or equipment, regardless of whether such loss, damage, personal injury or death be occasioned by fire, storm, theft, vandalism, collision, ice, sinking, act of God, or any other cause or condition, including, but not limited to the negligence (but not gross negligence or willful misconduct) of 701 Marina, its agents, employees, officers, directors, or representatives, and including, but not limited to, any negligence of 701 Marina in connection with providing voluntary first aid or assistance meant to save lives, treat or avoid injury; dockhand assistance, or mechanical repair. Owner further agrees to indemnify and hold harmless 701 Marina, its agents, employees, officers, directors, and representatives from and against any claim, action, fine, damages, attorneys fees and costs (whether suit is filed or not) arising from the use of the slip, the Marina grounds/facilities, the parking area, and any other common area at the Marina by Owner, Owner's guests or invitees, arising from any cause whatsoever, including, but not limited to, the negligence (but not gross negligence or willful misconduct) of 701 Marina, its agents, employees, officers, directors, and representatives. The foregoing notwithstanding, Owner agrees that any judgment entered in favor of Owner against 701

Marina shall be liquidated to the total amount of Rent received by 701 Marina from Owner in the applicable year during which the subject claim arose. Owner agrees that any claims for losses, damages, or personal injuries/death arising out of Owner's use of the slip, Marina grounds/facilities, parking area, other common areas or other services provided hereunder must be submitted to 701 Marina in writing within sixty (60) days of the time the Owner knew or should have known of such claims, or such claims shall be forever barred against 701 Marina, its agents, employees, officers, directors, and representatives. All lawsuits or legal actions against 701 Marina, its agents, employees, officers, directors, and representatives must be filed within one (1) year of the occurrence that gives rise to such lawsuit or legal action, or be forever barred. Owner agrees that in the event 701 Marina conveys its interest in the Slip or assigns its interest in this Agreement, then 701 Marina, its agents, employees, officers, directors and representatives shall be released from all liability or obligations which thereafter arises under this Agreement or activities related to the Marina and Owner shall look only to the transferee of the Slip, or assignee of this Agreement for restitution or damages.

13. **NO BAILMENT:** Owners acknowledge that the slips, piers, grounds, parking lots and facilities of the Marina are not completely secure and that the Boat and Owners motor vehicle(s) will not be under the exclusive control of the 701 Marina and/or the Marina at any time. Access to boats and piers in the marina is unrestricted from the water, a sidewalk follows the sea wall, there is no guarantee that controlled access gates will perform properly, or that a security guard will be present. Owners acknowledge that 701 Marina and the Marina are not insurers of the safety, security, or condition of the Boat, the Owners' vehicle(s), or their contents. Owners agree that 701 Marina is not a bailee or warehousemen with respect to the Boat, the Owners' vehicle(s), or their contents.

14. **INSURANCE.** Owners agree at all times to keep the Boat and its contents covered by a policy of all risks hull insurance in an amount equal to the actual value of the Boat and its contents. Unless 701 Marina, at its sole discretion, requires in writing higher or lower limits of coverage, Owners also agree to keep the Boat covered at all times by a policy of protection and indemnity or liability insurance, including pollution/fuel spill coverage, with minimum limits of at least $500,000 per occurrence. Owner agrees to cause 701 Marina to be named as an additional insured on all such policies of insurance without limitations or exclusions different from Owner. Owner agrees to name 701 Marina (Tappan Zee Marina 695 Piermont Avenue, Piermont, NY 10968) & 701 Marina LLC as an additional insured and Certificate Holder under said policies and to present 701 Marina with the Certificate of Insurance prior to using the Slip, and upon every renewal hereof. Continuation of this agreement despite any failure by the Owner to provide such Certificate to 701 Marina, and despite the failure of the Owner to cause 701 Marina to be named as an additional insured, shall not be considered waivers of such requirements by 701 Marina.

15. **CONTRACT WORK.** Owner may hire outside contractors to provide service labor, repairs and parts to the Boat provided that all such contractors meet the requirements of 701 Marina as to

quality of workmanship, appearance while present at the Marina, insurance coverage and other requirements reasonably imposed by 701 Marina. Owner agrees not to allow the performance of any maintenance, repairs, replacement of parts or other general labor without first notifying the Marina Manager of the name of the contractor(s) who will perform the work and until the contractor(s) has executed required waivers and indemnities and has been otherwise approved by 701 Marina.

16. **COLLECTION:** In the event it becomes necessary for 701 Marina to file suit or assign unpaid invoice(s) to an attorney, individual or firm for collection, Owner agrees to pay a reasonable attorneys' fee or collection fee which is agreed to amount to one third (1/3) of the total outstanding balance due at the time said collection action takes place (but not less than $300.00), plus all applicable court costs and expenses of such collection efforts. 701 Marina shall have a lien pursuant to section 184, 201, and 202 of the NY Lien Law and/or a maritime lien pursuant to Title 46 of the United States Code or under general maritime law against the vessel and its appurtenances securing any amount due to 701 Marina in connection with the Boat or this Agreement. Owner agrees that 701 Marina may take and/or keep possession of the Boat at the Owner's and Boat's expense until payment in full of all amounts due to 701 Marina and/or the Marina has been made.

17. **EMERGENCIES:** Owner acknowledges that 701 Marina has no duty or obligation to keep Boat afloat, to prevent damage to the Boat, or to prevent the Boat from damaging the environment or the property of others. Owner agrees that 701 Marina may board and operate the Boat if, at any time, in the sole judgment of 701 Marina, this becomes necessary to protect persons, the environment, or property. 701 Marina may disconnect electrical power to the Boat and/or disconnect and remove any electrical apparatus aboard the Boat that 701 Marina considers in its sole judgment to be unsafe, unlawful, or a nuisance. Nothing contained herein shall impose any duty upon 701 Marina to inspect the Boat or its equipment, to ensure the Boat's safety, or to determine if it is a danger to itself, the environment, or to the persons and property of others. Ordinarily, 701 Marina will first attempt to notify the Owner should it observe adverse conditions that do not place the Boat, the environment, or other property in imminent peril. However, if the Boat should sink or appear in imminent danger of sinking, damage from high winds, waves, tides, floods, fire, ice, or in need of dock lines, or if in the sole judgment of 701 Marina the Boat constitutes an imminent danger to itself, the environment, or other vessels/property, 701 Marina in its sole discretion, may take action itself or by hiring others, to haul, pump, raise, salvage, contain/cleanup oil/fuel spills, install dock lines, move the vessel, tow it and store it elsewhere, or take such other action as 701 Marina may deem appropriate, without prior notification or further authorization from Owner. Under such circumstances, neither 701 Marina, nor its agents, employees, officers, directors, or representatives shall be responsible for any costs, losses or damages to the Boat or to other property of the Owner as the result of taking such measures. Owner agrees to pay immediately all reasonable charges billed by 701 Marina to Owner, or billed to Owner by others retained by 701 Marina in connection with the same, including, but not limited to Owner's proportionate share of expenses incurred by 701 Marina or its contractors for the common protection of boats and property in the marina.

18. **ICE:** Marina makes no guarantee that during the winter months de-icing of the assigned slip will be provided.. Owner may, at Owner's option and sole expense, and subject to obtaining the prior approval of 701 Marina, install and operate in the assigned slip, portable deicing equipment. Owner acknowledges that there will be times in very cold weather, or when electrical service is disrupted, when Owner's de-icing equipment will not operate or succeed in providing a completely ice-free slip, and that damage to the Boat and other consequential damages may occur. Owner assumes the risk of all actual and consequential damages caused to the Boat by ice during the winter months, and the Owner holds 701 Marina, their agents, employees, officers, and directors harmless from any liability for the same.

19. **CASUALTY LOSS:** Owner shall immediately notify 701 Marina of any fire or other casualty on, in, or about the Slip or which involves the Boat. In the event the Slip or the pier/docks serving it are damaged by fire or other peril, 701 Marina shall have no obligation to repair or rebuild; however, 701 Marina may elect to repair or rebuild, and in that event, this Agreement shall remain in full force and effect, and Owners shall not be entitled to abatement of rent while those repairs are being made as long as a substitute mooring is provided for the Boat within the marina. If 701 Marina does not elect to rebuild or repair, then it may terminate this Agreement by giving notice of such election to the Owner within 60 days after damage occurs. Owner waives any claim for compensation or damages from 701 Marina for loss of the use of all or any of the Slip, the Boat, or other personal property, or any inconvenience or annoyance occasioned by any such damage or from damage repairs.

20. **MISCELLANEOUS:** Owner agrees that 701 Marina has the right at all reasonable times to enter the Boat to inspect its condition, to perform emergency services, to take other actions authorized by this Agreement, to cure any defaults of Owners that 701 Marina elects to cure, and for any other lawful purpose. Owner may, at their option, provide 701 Marina with a duplicate copy of the Boat keys. If 701 MArina has received the Owner's credit card in connection with this Agreement, Owner grants 701 Marina their permission to charge against such credit card the balance of Owner's Account if not otherwise paid when due.

21. **HEADINGS, SEVERABILITY, GENDER, TIME, ENTIRE AGREEMENT:** The paragraph headings are for reference only and are not a part of this Agreement. 701 Marina agrees that the waiver of any term or condition of this Agreement by 701 Marina shall not be continuing. In the event that one or more terms of this Agreement are determined to be unenforceable, such determination shall not affect the enforceability of the remainder of this Agreement, which shall continue in full force and effect. This is the sole Agreement between the parties with respect to the subject matter hereof, and all prior agreements, written and oral, are merged herein. No modification hereof shall be binding unless in writing signed by both parties. The parties to this Agreement mutually agree that it shall be binding upon them, and their respective heirs, personal representatives, successors, and assigns. Owner agrees that the waiver of any term or condition of

this Agreement by 701 Marina shall not constitute a waiver of any other term or condition of this Agreement and shall not be continuing. Rights and remedies afforded to 701 Marina under this Agreement are not exclusive, but are in addition to all other rights and remedies available to 701 Marina at law, in equity or in admiralty. If the Owner is a corporation, partnership, trust, society, or legal entity, the person executing this Agreement on behalf of the Owner warrants that he/she is authorized to enter into this Agreement and to bind the Owner. Except as otherwise expressly provided in this Agreement, time is of the essence.

22. **CHOICE OF LAW/VENUE:** This Agreement is deemed to have been made and entered into in the State of New York, and shall be governed and interpreted by the laws of the State of New York, including federal maritime law where applicable. Any legal action brought to enforce this Agreement must be filed in the appropriate New York state court located in the County where the Marina is located, or in the United States District Court for the District of New York, except that an in rem proceeding against the Boat may be brought in the U.S. District Court for the district where the Boat may be found. Owner and 701 Marina agree to submit to the personal jurisdiction and venue of said courts.

23. **NOTICES:** Unless otherwise stated herein, any notice or demand that may be given or made hereunder shall be properly made if in writing and sent by certified U.S. mail, postage prepaid, return receipt requested. If sent to 701 Marina, such notice shall be sent to Manager, Tappan Zee Marina, 695 Piermont Avenue, Piermont, NY 10968. If sent to the Owner, such notice shall be sent to the named Owner at the address(es) of the marina. All notices hereunder shall be considered to have been properly given at the time they are deposited in any letter box or post office operated by the United States Postal Service, and to have been received three days after being so deposited.

24. **SLIP SIZE:** No part or attachment may be protruding past the end of the outermost piling of the slip or over the main dock. If Owner's boat is found to be longer than the assigned slip, 701 Marina reserves the right to require that the boat be relocated to a larger slip at the increased rate for the term of this agreement, or charge for the overhang in the existing slip. The length over all (LOA) must include the anchor, pulpits, davits, swim platforms, etc.

25. **AMENITIES.** From time to time the Marina may experience outages of its amenities that are out of 701 Marina control. This may include but is not limited to: utilities, electricity, fresh water, cable tv, and Wi-Fi. Outages, regardless of duration do not entitle the Owner to a refund.

701 MARINA LLC

CREDIT CARD CANCELLATION FEE ADDENDUM

Summer 2026 | May 15 - October 15, 2026

Customer cancellation and credit card fees

If Owner elects to cancel this Agreement or any reservation or service under it after making payment by credit card, Owner is responsible, to the extent permitted by applicable law and the applicable payment processor and card-network rules, for the actual, documented credit card processing fees attributable to the amount refunded that are not returned or credited to Marina by its processor. Marina may deduct those fees from any refund otherwise due or approved. For a partial refund, only the fees allocable to the refunded portion may be deducted. No markup, duplicate recovery, or fee previously recovered from Owner may be included. Marina shall provide an itemized calculation upon request.

Existing refund terms

This provision does not create a right to cancel or receive a refund, and does not alter the Agreement's existing cancellation or nonrefundability terms except for the permitted deduction described above. No deduction under this addendum applies when 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 Owner's statutory dispute rights.

Acknowledgment

This addendum forms part of the attached Agreement and controls only in the event of a conflict concerning the credit card fee deduction described above. Owner acknowledges receiving this provision before making the applicable credit card payment. All other terms remain in effect.

Owner name: _____

Vessel / registration: _____

Owner signature: _____ Date: _____

Marina representative: _____ Date: _____