

Britannia Yachting Center 81c Fort Salonga Rd Northport, NY 11768

Office (631)261-5600 Fax (631)261-5654 2024/2025 WINTER

2024/2025 WINTER/SERVICE CONTRACT					
Name	Boat Name				
Address	Boat Mfg		Engine Make		
City/State/Zip	Regi #´s		Serial #		
Work Phone	LengthL	.OA Beam	Engine size		
Home Phone		wer/Sail Year	Mooring Location		
Cell Phone	Hull ID	/ Trim	Key Location		
E-Mail	Color of Hull Slip #	/ Trim	Combo#		
Insurance	Эпр #				
Stabilizing fuel grapping FEI mix through the engine oil & filter change fuel filter change durin engine and grap					
-Stabilizing fuel, running EFI mix through the engine, oil & filter change, fuel filter change, drain engine and run non toxic antifreeze, spray engine with anti-corrosive, and remove drive if it's acceptable.					
DESIRED/ PREVENTATIVE SERVICE (materix	als addt'l)		SERVICE NOTES:		
Wash Boat (recommended prior to shrink wrap) \$4.50/ft Shrink wrap boat under 40'ft \$29/ft					
Shrink wrap boat over 40' \$33/ft					
Shrink wrap boat with mast up to 40'ft or flybridg					
Shrink wrap for all wet storage boats is an addition	onal \$14/ft (must b	e prior to Nov. 22nd)			
Remove and store sails Time & Material Shrink wrap door \$75					
SIIIIIK WIAP GOO! \$15					
WINTERIZING (*does not include mater	<u>rials)</u>		UTBOARDS & GENERATORS		
_Windshield washer \$80 _Fresh water sinks \$120		_Gas engine 1-4 cyl. \$160 6 cyl. \$240 8 cyl. \$280 / EFI \$400 + materials			
_Hot water heater \$120 _Shower sump \$40 ea.		Diesel engine 1	-4 cyl. \$320 6 cyl. \$480 + materials		
_Fish well \$80 _Salt water wash down \$80		Generator \$240 to winterize + materials			
_Air conditioning \$160 ea.	l				
_Bait well \$80 Holding tank to empty \$280	1				
_ Holding tank to empty \$280 _Winterize holding tank \$80		REMOVE,	SERVICE AND STORE OUTDRIVE		
_Fresh water tank to empty \$200		R	emove and store outdrives \$320		
_Ice machine \$120		Service	e outdrive \$425 *materials included		
_Heads \$80 ea. must be empty)	ļ	(Reinstalled in the Spring additional charge*)			
OIL	AND FUEL F	ILTER CHANGI	<u>E</u>		
Gas engine oil & filter change 1-8 cyl. \$200 eaDiesel oil and filter change 1-4 \$240 6 cyl. \$320 8 cyl \$400 (additional fuel filters \$80)					
<u>CREDIT CARD PAYMENT INFORMATION – REQUIRED TO ACCEPT CONTRACT</u> Type of Card: <u>Card Number:</u>					
Type of Card: Card Number Exp. Date: Billing Zip Co	_				
	Digits:	Office Initials that co	ard is up to date:		
I HAVE READ AND AGREE TO ALL THE TERMS OF THIS AGREEMENT INCLUDING THE PARAGRAPHS ON THE REVERSE SIDE OF THIS DOCUMENT. RENEWALS WILL NOT BE ACCEPTED FOR ACCOUNTS WITH UNPAID BALANCES. I HAVE INCLUDED MY CREDIT CARD NUMBER ON THIS CONTRACT AND ANY PAYMENTS NOT RECEIVED 10 DAYS FROM WHEN THE INVOICES ARE ISSUED WILL BE AUTOMATICALLY CHARGED TO MY CREDIT CARD. A SERVICE CHARGE OF 1.5% PER MONTH WILL BE ADDED TO ALL ACCOUNTS OVER 30 DAYS PAST DUE. 3% TRANSACTION FEE ON ALL CREDIT CARDS.					
I have fully read and understand the terms and conditions of this agreement. (SEE BACK FOR FURTHER					
TERMS AND CONDITIONS)	Da	4 0.			

BRITANNIA ACQUISITION CORP. / BRITANNIA ACQUISITION LLC 81 FORT SALONGA RD. NORTHPORT, NY 11768

(631)261-5600 SPACE RENTAL AGREEMENT

- The word "Marina" used herein shall indicate any person authorized to represent Britannia Acquisition Corp.and/or Britannia Acquisition LLC and the property of the Marina and the word "Owner" used herein shall indicate the owner (or authorized representatives) of any boat located on, adjacent to or about the Marina property.
- All space rentals shall be governed by published rate schedules. No boat will be launched/hauled until the BALANCE OF THIS AGREEMENT IS PAID IN FULL. Inside storage, winter space and slip space rentals may not be cancelled without the Marina's written consent. If a suitable replacement owner, acceptable to the Marina, is obtained promptly, the Marina may, at its discretion, agree to a proportional refund based on the unused rental period, less 10% of the seasonal charge as a service fee. In the event Owner violates any of the provisions of this agreement the Marina may in its sole discretion and on 3 days notice, cancel all agreements with Owner. Owner shall remove their boat forthwith and Owner shall not be entitled to use the Upland Amenities. Space rentals, slip rentals and the right to use the Upland Amenities are non-transferable.
- All boats covered by this Agreement, at all times must be: (a) used for pleasure only (and not for any commercial purposes, including charter); (b) properly registered, identified, insured, named, numbered, equipped and maintained as required by law and safe practice; (c) subject to periodic inspection by the Marina to determine the maintenance of proper safety conditions (without incurring any obligation to inspect or creating any liability therefore on the part of the Marina). All boats will be measured during the course of season & appropriate adjustments made.
- The Owner warrants that they are the owner of the boat and that it has complete marine insurance coverage, including liability. Owner shall be fully liable for all damages caused by them and their boat, equipment and guests. **Owner shall have marina named additionally insured.**When a boat enters the Marina for any reason, whether by land or water, it shall be located where ordered, moved and maneuvered at the Marina's sole
- discretion. The Marina or its designee may move the boat from location to location at its sole discretion at any time.
- If an Owner expects to have their boat out of a slip overnight or longer, they shall notify the Marina in advance as to their estimated time of return, to ensure that their slip will be vacant upon their return. The Marina reserves the right to sell, rent, occupy or use any vacant slip or dry space, and the 6. Marina shall be entitled to all proceeds of any such use or rental.
- All boats in the Marina shall be secured at all times in an acceptable manner, or the Marina may secure that boat and assess a service fee.
- USE OF OPEN FLAMES IN OR ABOUT THE MARINA IS PROHIBITED. No BBQs are allowed at the docks. Owner agrees not to take any action or to perform any work, which increases the risk of electrical, mechanical or other fire hazard, or to omit to take any precaution, which should be taken in this regard. Use of ungrounded, faulty or inadequate electrical equipment or wiring is prohibited. Owner is responsible for any environmental damage caused by their actions.
- Gasoline and diesel fuel are available at the Marina. No other fuel may be carried or brought aboard any boat in the Marina for any purpose, except fuel carried in the boat or tenders permanent tanks.
- If the Marina provides towing services for a fee, the Marina's liability for any damages caused by it shall be limited to the depreciated value of the towed vessel. In the event towing services are provided without charge, Owner shall be fully responsible therefore, and shall indemnify and hold the Marina harmless from any and all liability for loss, damage or injury from whatever cause, including reasonable attorneys' fees and expenses incurred by the Marina.
- The owner, their family and their guests agree to conduct themselves in a respectful manner at all times when on or about the property of the Marina, or on or about any boat moored therein, so as not to create any annoyance, hazard or nuisance to the Marina or to other Owners. All children under 13 years of age must have direct adult supervision at all times. Owners and their guests shall observe good housekeeping and sanitation practices and shall use approved garbage receptacles and sanitation equipment at all times. Owner shall comply with such rules and regulations, as Marina shall establish from time to time in a non-discriminatory basis. If any rules or regulations are broken the marina has the right to terminate any contract without a full refund.
- All tenders and personal watercraft shall be stored on board vessels when possible; otherwise, they shall be kept off the docks and moored in the slip for which an additional charge shall be made. The identification marks or names of all tenders shall be recorded with the Marina. No dock boxes, steps or other equipment shall be installed without the written consent of the Marina.
- No one other than Owner and their immediate family shall perform any work on any boat in or about the Marina. Owner shall be solely responsible for any damages resulting from work performed by Owner and their family.

 All orders for materials and work, labor and services on Owner's boat must be placed with the Marina, or the Marina's designee, which, if unable to
- perform the required work or to supply the required materials, shall contact the contractor of Owner's choice and shall schedule any such work. The Marina shall charge Owner for all such authorized activities. No Outside Contractors shall be permitted without the prior written consent of the Marina. Prior to commencing any work, all contractors must provide proof of insurance and workman's comp in amounts acceptable to the Marina, and the Marina must be named as an additional issuer on all such insurance.
- Dogs and Cats admitted to the marina must be kept on a leash at all times and shall not be allowed to run loose in or about the Marina or on any boat therein. Marina shall have the right to exclude any dog or pet from the premises at its sole discretion. Owner shall be responsible to clean up after their pets. No other animals or pets shall be permitted in or about the Marina or on any boat therein. Pets are not allowed on any decks adjacent to the café or pool, or facilities buildings.
- Should Owner fail to have their boat in all respects ready (including batteries, operating bilge pump, etc. (see #19) to launch prior to the approximate date specified, the Marina may not launch. If the Marina is required thereby to relocate the boat for any reason, Owner shall pay Marina a reasonable charge to relocate the boat. A fee of \$5/FT per day shall be charged for any vessel remaining after Contract Dates.

 Owner shall not place "FOR SALE". "FOR CHARTER" or political signs or advertisements of any kind on boats or other equipment within or
- adjacent to the Marina. Marina reserves the right to remove any such sign, which is exhibited without the Owner's prior written consent.

 If during the Owner's occupancy of a slip the float is damaged or defaced by the Owner, their boat, equipment, family members or guests, in any way, repairs and necessary refurbishment shall be made by the Marina at the Owner's expense. If it is necessary to clean up a dry space area as a result of Owner's conduct, a separate charge shall be assessed the Owner. Including but not limited to potential environmental damages.
- No one may live aboard any boat in the Marina. (Defined as 5 or more consecutive days)
 All invoices rendered to Owner by Marina ARE DUE UPON RECEIPT. A service charge of 1 1/2 % per month, up to the maximum rate permitted by law, 20. shall be added to any unpaid and past due balance. ANY DISPUTE MUST BE SUBMITTED IN WRITING WITHIN 7 DAYS AND UNDISPUTED PORTION PAID. All invoices are both personally and a direct lien on the vessel.
- The Marina assumes no responsibility for the safety of any vessel in the Marina, while afloat or otherwise, or before, during or after the boat is hauled, or while it is awaiting haulage, being transported or in storage, and the Marina shall not be liable for damage caused by fire, flood, abnormal high or low tides, theft, explosion, water, snow or ice, freezing, wind, vandalism, leakage, sinking, acts of God, or any other damage to said vessel, its equipment, or any property in or on said vessel, however arising except as a result of the direct, active negligence of the Marina. Owner shall save the
- marina harmless from any such loss or damage. Moreover, in the event of sinking the Owner shall act promptly to remove their vessel from the Marina. The Marina may but is not required to employ guards or watchmen upon its premises, or to keep Owner's boat under any surveillance at any time and the failure to maintain such guard or watchmen shall not be deemed to constitute negligence on its part. Nor shall the employment of such guard or watchmen be deemed to create any obligation on the part of the Marina for the care or safety of Owner's vessel or the equipment thereor
- <u>REGARDLESS OF SEASON</u>, in the event of severe storm the Owner is solely responsible to take all emergency measures possible, and the Marina does not assume any responsibility for said protection and/or damages to the Owner's boat and/or other property.
- Boats arriving for space rental (winter or summer) are subject to the Marina inspection and approval even though a Space Rental Agreement has been signed and the Marina reserves the right to refuse to accommodate any boat for any space for any reason. Any boat refused will receive a full refund for any payments currently advanced for such space and the Space Agreement will be deemed null and void.
- All boats hauled must have their bottoms washed and bottom paint applied by yard.
- THIS IS A SPACE RENTAL AGREEMENT; you are responsible for your own vessel. There are no guarantees ice will not form in our marina. If ice forms around your boat, it is your responsibility to prevent damage to your boat. Additional ice eaters are available to rent. NO HEATERS. This is an "environmentally friendly" marina. No debris should make contact with the ground. Any materials or spills left on the ground will be cleaned by the marina at the owner's expense. The boat owner accepts the complete environmental responsibility for their waste and spills. Emergency services, such as snow removal and pumping boats, will be performed by the marina and charged to the customer if deemed necessary by the marina. All wooden and house boats must be inspected prior to acceptance of contract.

 Owner shall protect, indemnify and hold harmless the Marina and its owners, agents and employees from and against all cost, damage, expense, claims.
- losses and other liabilities arising out of, or as a result, Owner's use of Marina facilities (including the use of the facilities by the Owner's family members and guests) and their boat including but not limited to all costs, expenses and attorney's fees incurred by Marina in its defense irrespective of whether any such suit or claim alleges negligence by the Marina, and regardless of the precinct in which any such suit or claim may be brought. Owner also agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the Marina to collect any sums owned by Owner and to enforce any part of this Agreement.

Customer	initials	