



S & S MARINE, LLC

PO Box 246 • Old Saybrook, CT 06475
Tel: (860) 388-9112 • Fax: (860) 388-9377
www.ssmarinect.com

August 2021

Dear Customers,

Greetings from S&S Marine! The 2021 boating season is in full swing at 18 Riverside Avenue in Old Saybrook, CT. Our valet, slip and mooring customers are enjoying the waters of Long Island Sound and the CT River. Meanwhile, our crew is busy with mechanical servicing, repair and restoration, gel coat and **AWLGRIP** paint work, bright work, commissioning, electronics and computer diagnostics on site. Whether out boating for the day or on a longer trip, customers always return to the clean, peaceful and friendly environment of our S&S Marina. Seasonal and transient boaters are confident knowing their boats are in good hands with Scott and the crew.

If you are thinking about a vessel change, let S&S guide you through the process. We can help with any pre-sale restoration and clean up to fully optimize your boat's value. S&S Marine Yacht Sales, LLC will broker your old boat and help you to find a new one, if you are searching. We are well networked with listings on Yacht World and aggressively advertise through our own website and ads in *Soundings* and *Boating World*. We showcase vessels and Venture trailers, for which we are the regional dealer, on our sales lot located at 128 Essex Rd., Old Saybrook. We just received a shipment of trailers, so this is the perfect time to get yours. Watch for our weekly eblast which features the "BOW", boat of the week. Also located at 128 Essex Road is our administrative office and store, which is open Monday through Friday, 8 AM to 5 PM and Saturday mornings, 9 AM to noon.

In planning ahead, please find the enclosed 2021 Winter Service Contract which offers a **10% discount** for shrink wrapping and winterization services that are **paid in full** by **October 15th, 2021**. Also, attached is the Riverside Slips & Valet Contract for Summer 2022. Your deposit is required by **October 15, 2021** to renew/reserve your spot. "*Book today, so there is room to stay!*"

Thank you for your business! We look forward to the second half of this spectacular boating season. Mark your calendar and visit us at the 2021 Newport Boat Show, scheduled for September 16th through September 19th. Keep in touch by following us on Instagram and checking our website, where we will update any future boat shows and our open house events. We will be looking for you!

Sincerely,

Scott S. Sundholm
Founder/President
S & S Marine, LLC

Enclosure: 2021 Winter Checklist / 2022 Riverside Slips & Valet Contract

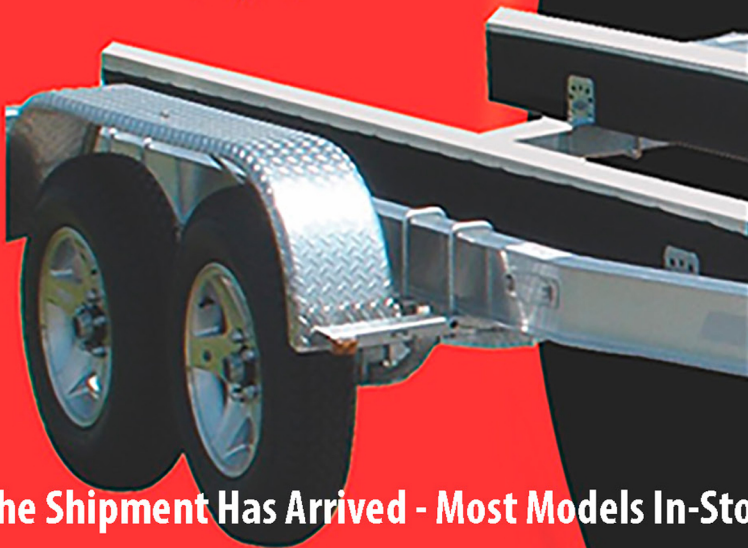
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- VAB-3025
- VATB-5225
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Large Inventory

Trailer Repairs

S&S MARINE LLC

128 Essex Road Old Saybrook CT 06475 860-388-9112

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Riverside Slips & Valet • 2022 Summer Contract •

Summer Slip Season
May 1 – October 31

Summer Valet Season
May 15 – October 15

Owner's Name: _____ Street: _____
 City: _____ State: _____ Zip: _____
 Home #: _____ Work #: _____ Cell #: _____
 Insurance Provider/Expiration Date: _____ E-Mail: _____
 Boat Name: _____ Year: _____
 Make: _____ LOA: (Length overall) includes pulpits & swim platforms: _____ Beam: _____ Height: _____
 Reg. / Doc. #: _____ Pad Lock Combination / Key Location: _____ (Must have access)
 Trailer Make: _____ License Plate #: _____

Anticipated Launch Date: _____

A certificate of boat insurance must also accompany this contract in order for this contract to be accepted (please attach copy).

Please check one:

| | | |
|-------------------------------------|---------------------------------------|-------------|
| _____ Trailer Storage _____ | | \$ 400.00 |
| _____ 20' Slip (boats to 23') _____ | Slip # _____ | \$ 3,399.00 |
| _____ 26' Slip (boats to 30') _____ | Slip # _____ | \$ 3,999.00 |
| _____ 32' Slip (boats to 36') _____ | Slip # _____ | \$ 4,699.00 |
| _____ 40' Slip (boats to 44') _____ | Slip # _____ | \$ 5,499.00 |
| _____ Outside Valet Storage _____ | Boat Length _____ x \$95.00 \$ _____ | |
| _____ Inside Valet Storage _____ | Boat Length _____ x \$120.00 \$ _____ | |

NOTE: Reservation is considered confirmed only upon receipt of **signed contract** (all particulars completed) and accompanied by a **non-refundable deposit totaling \$500.00**, which is due no later than **October 15th 2021**. The remaining balance must be paid **February 1st 2022**. All work will be halted until the account is current. A 1.75% environmental charge will be added to all storage and service billing. **There will be no refunds on deposits. All deposits will be applied to open balances first.**

***** For 5% Discount - Cash or Check Only - Paid in full by January 1st, 2022 - Account Must Be Current *****

PLEASE COMPLETE FORM - SIGN AND RETURN

Fee: \$ _____ 5% Discount: \$ _____ 1.75% Environmental Charge: \$ _____
 6.35% CT Sales Tax: \$ _____ Total: \$ _____ Deposit: \$ _____ Balance: \$ _____
 Check #: _____
 Or Credit Card: Visa / Master Card #: _____ Exp. Date: _____
 Billing Zip Code: _____ Three digit CVV2 #: _____ (located on back of credit card)

AUTHORIZATION SIGNATURE: _____ Date: _____

(For S & S Marine to Charge Your Credit Card)

We Ask That You Read The GENERAL YARD RULES & CONDITIONS Attached To This Agreement, And That You Understand Them Fully Before Signing. Please Contact Us With Any Questions.

SIGNED: _____ Date: _____

I Have Read And Hereby Agree To Abide By All The Conditions Stated Herein And Request That The Work Indicated Above Be Performed. I Understand That Service Work Is Performed In Sequence Of Receipt.

TERMS: Deposits will be applied to any open balances first. Any balance owed is due when bill is rendered. A 1.5% finance charge will be added to all accounts 30 days past due (18% per year) plus attorney's fees.

RETURN POLICY: Items may be returned within 30 days of purchase. Merchandise must be unused and in its original packaging. A 15% restocking fee will be charged for all electronics orders. Special and custom orders are nonrefundable.

DISCLAIMER: Some services may need to be subcontracted through the marina where the boat is located, depending upon terms and conditions of your contract. These conditions may void discounts provided by S & S Marine, LLC. All rights are reserved to make changes at any time, without notice, to prices, specifications, and offerings. This offer may not be combined with other promotions.



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- Open 12 months a year to represent you

Call 860-388-9112

S&S MARINE LLC

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Tiara 3600 Coronet 2013, Luxurious, state-of-the-art Garmin electronics, T/Cummins QSB 380hp diesels w/ZF pod drives, full galley, head w/shower, premium stereo, optional HT w/sunroof, bow pulpit, inlaid teak swim platform, ample seating for 10, well maintained, lots of TLC, companion lounge, entertainment ctr., CLEAN!\$389,900



50' Cigarette Marauder AMG 2018, Rare find! Dealer Demo, Mercury Racing 1550/1350 QC4V dual calibration motors, Dry Sump M8 drives, New \$1,800,000 - REDUCED TO \$890,000



33' Grady White 2003, T/Yamaha F225 - 500 hrs., newe Garmin electronics, new interior upgrades, clean and ready to cruise or fish.....\$114,900

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| | |
|------------------|------------------|
| VASK-2500 | VAB-3025 |
| VAB-1025 | VATB-5225 |
| VAB-2425 | VATB-8725 |



17' Boston Whaler Montauk 1996, new Venture trailer, fresh re-power with 99hp Mercury 4-stroke, new rails and towing bitsCall for Price



13' Boston Whaler Sport 2004, Classic, re-powered with 40hp Yamaha, completely detailed, trailer, priced to sell ~~\$17,900~~ \$16,490



33' Sea Ray 330 Sundance 1997, T/Mercruiser 454's 7.4L FWC - 350 hrs., New Listing - Great Family Boat .. \$34,900



Oxveen 350 ALX 2020, only 20 hours, loaded, rigged w/30hp, GPS/chartplotter, Smart tabs, Venture trailer, \$23,900
one pre-owned available.



NEW Oxveen 320 ALX, rigged w/20hp
Limited Stock available - Call for other models and End of Season Specials!

S&S MARINE LLC

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2021 Winter Service Contract

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1. Please select the services you are interested in.
2. Call, fax, or e-mail us with your selections so we can prepare a personalized quote for you with specific pricing for your vessel.
3. Then complete the form with the pricing provided from us. Please mail or fax completed form to us with appropriate payment.

Please Note: Materials will be billed separately once the job is completed (early payment discounts are not available for materials).

Take 10% off services paid in full by October 15th, 2021!!!

WORK REQUESTED:

PRESSURE WASHING:

Pressure Washing: (Mandatory on All "In Water" Boats to Be Stored. Note: Pressure washing does **not** include scraping of barnacles) Yes No
\$6.50 per ft.
Price: \$ _____

STORAGE:

Boat and Trailer Storage (November 1st - April 30th)..... Yes No
 Please Specify Anticipated Date: _____ \$38.00 per ft.
Note: Additional Fees Will be Added to Boats Left Past April 30th. Price: \$ _____

Inside Storage (Boats up to 40')..... Yes No
\$130.00 per ft.
Price: \$ _____

Outside (Boats up to 24')..... Yes No
\$36.00 per ft.
Price: \$ _____

Outside (Boats up to 25' to 30') Yes No
\$38.00 per ft.
Price: \$ _____

Outside (Boats up to 31' to 40') Yes No
\$40.00 per ft.
Price: \$ _____

Outside (Boats up to 41' and Over) Yes No
\$42.00 per ft.
Price: \$ _____

Please Specify Anticipated Fall Hauling Date: _____

**Note: All Boats Must Provide Copy of Valid Insurance Certificates for Storage
No Sub Contractors Allowed On Storage Premises**

MECHANICAL:

Winterizing of Main Engine(s) 1 or 2 Yes No
Flush Raw Water Cooling System w/-50 Non-Toxic Antifreeze, Add Stabilizer to Fuel, Fog Engine,
External Rust Protection. (Outboards – Grease All Fittings) Visual Inspection of Engine and Systems.

Outboard Engine(s): Under: 100 HP \$225.00 ea. Outboard Engine(s): Over 100 HP \$250.00 ea.

Gas Engine(s): \$225.00 per engine

Diesel Engine(s): \$275.00 per engine

Price: \$ _____

Winterize Generator..... Yes No
 Specify: _____ \$140.00 per gen.
Price:\$ _____

Note: Winterizing Does Not Include Spring Tune-Up and Does Not Guarantee Start-Up.

Stern Drives(s) 1 or 2 (Check & Repair as Needed)..... Yes No
 Change Oil in Drive(s) 1 or 2 Remove and Store Drive(s) 1 or 2 \$140.00 per hr.

Note: Does Not Include Spring Installation Price to Be Billed Upon Completion:\$ _____

Change Outboard Gear Lube Yes No
\$140.00 per hr.

Price to Be Billed Upon Completion: \$ _____

Oil & Filter Change..... Yes No

Engine(s) 1 or 2 Generator \$140.00 per hr.

Price to Be Billed Upon Completion:\$ _____

Transmission Fluid & Filter Change Engine(s) 1 or 2..... Yes No

Specify: _____ \$140.00 per hr.

Price to Be Billed Upon Completion:\$ _____

Fuel Filter Change..... Yes No

Engine(s) 1 or 2 Generator \$140.00 per hr.

Price to Be Billed Upon Completion:\$ _____

Flush and Fill Cooling System..... Yes No

Engine(s) 1 or 2 Generator \$140.00 per hr.

Price to Be Billed Upon Completion:\$ _____

Replace Engine Zincs..... Yes No

Engine(s) 1 or 2 Generator \$140.00 per hr.

Price to Be Billed Upon Completion:\$ _____

Change Water Pump Impeller..... Yes No

Engine(s) 1 or 2 Generator \$140.00 per hr.

Price to Be Billed Upon Completion:\$ _____

Batteries – Disconnect/Storage (Includes Trickle Charging, **Re-Installation Not Included**)..... Yes No

Number of Batteries: _____ \$80.00 ea.

Price:\$ _____

Decommission Water Systems..... Yes No

Ice Maker(s)/Refrigeration: _____ Fresh Water System: _____ Raw Water System: _____

\$140.00 per hr.

Price to Be Billed Upon Completion:\$ _____

Decommission Sanitation System(s) 1 or 2..... Yes No

NOTE: System Must Be Pumped Out or There is a \$50.00 Charge for Pump Out Service

Specify: _____ \$150.00 per hr.

Price to Be Billed Upon Completion:\$ _____

Decommission Air Conditioning System(s) Yes No

Specify: _____ \$150.00 per hr.

Price to Be Billed Upon Completion:\$ _____

SHRINK WRAPPING: (Note: Prices Do Not Include Removal in Spring)

Power Boats (includes venting)..... Yes No

Express 25' and Under: \$19.00 per ft.

Express 26'-35': \$21.00 per ft.

Express 36'-45': \$25.00 per ft.

Express 46'-55': \$30.00 per ft.

Express 56' + → Quoted

Bridge 26'-35': \$23.50 per ft.

Bridge 36' to 45': \$27.00 per ft.

Bridge 46'-55': \$32.00 per ft.

Bridge 56' + → Quoted

Price:\$ _____

Sail Boats (includes venting)..... Yes No
 Mast Out 0'-30': \$21.50 per ft. Mast In 0'-30': \$26.50 per ft.
 Mast Out 31'-45': \$25.50 per ft. Mast In 31'-45': \$29.00 per ft.
 Mast Out 46' + → Quoted Mast In 46' + → Quoted
Price:\$ _____

Shrink Wrap Disposal Fee - **MANDATORY**\$125.00

Zipper Door..... Yes No
 Specify Preferred Location _____ \$80.00

Remove / Store Outriggers (installation separate)..... Yes No
 Specify: _____ \$150.00
Price:\$ _____

Remove Enclosure..... Yes No
 Specify: _____ \$150.00
Price:\$ _____

PROPELLERS:

Propeller Service: (Port or Starboard)..... Yes No
 Recondition Dyno → Quoted
Price to Be Billed Upon Completion:\$ _____

DETAILING:

Hull Detailing..... Yes No
 Compounding Hull \$16.00 per ft.
Price:\$ _____

Wax Hull (35' and Under): \$16.50 per ft. Wax Hull (36' to 55'): \$18.50 per ft.
Price:\$ _____

Super Structure Detailing – e.g. Above Rub Rail (S.S.)..... Yes No
 Compounding Super Structure \$20.00 per ft.
Price:\$ _____

Wax S.S. (Express 35' and Under): \$16.50 per ft. Wax S.S. (Express 36' to 55'): \$18.50 per ft.
 Wax S.S. (Bridge 35' and Under): \$17.50 per ft. Wax S.S. (Bridge 36' to 55'): \$20.50 per ft.
 Wax S.S. (MY 35' and Under): \$20.50 per ft. Wax S.S. (MY 36' to 55'): \$22.50 per ft.
Price:\$ _____

New Economy Option Clean/Dress..... Yes No
 Heavy Wash of Hull/Super Structure, Dress Structure/Metal & Clean Windows \$16.50 per ft.
Price:\$ _____

Clean/Polish Metal..... Yes No
 Stainless Aluminum Outriggers \$140.00 per hr.
Price to Be Billed Upon Completion:\$ _____

Exterior Wash/Dry..... Yes No
 Weekly Bi-Weekly Monthly \$140.00 per hr.
Price to Be Billed Upon Completion:\$ _____

Interior Cleaning..... Yes No
 Weekly Bi-Weekly Monthly \$140.00 per hr.
Price to Be Billed Upon Completion:\$ _____

Steam Cleaning Carpets/Upholstery..... Yes No
 Interior Carpets Exterior Carpets Upholstery \$140.00 per hr.
Price to Be Billed Upon Completion:\$ _____

Isinglass/Plastic, Canvas, & Sail Cleaning and **Re-Stitching of Torn Seams**..... Yes No
 Clean/Polish Glass Clean Fabric/Waterproof Storage \$150.00 per hr.
Price to Be Billed Upon Completion:\$ _____

GENERAL REPAIRS

*****We Work With All Major Insurance Companies*****

Fiberglass/Gelcoat/Paint (Awl-grip/Imron)..... Yes No
 Specify: _____ \$150.00 per hr.
Price to Be Billed Upon Completion:\$ _____

Shipwright/Carpentry..... Yes No
 Specify: _____ \$150.00 per hr.
Price to Be Billed Upon Completion:\$ _____

Boat Restoration & Refit/Structural Repairs..... Yes No
 Specify: _____ \$150.00 per hr.
Price to Be Billed Upon Completion:\$ _____

Electronics Installations..... Yes No
 Specify: _____ \$150.00 per hr.
Price to Be Billed Upon Completion:\$ _____

Electrical Work..... Yes No
 Specify: _____ \$150.00 per hr.
Price to Be Billed Upon Completion:\$ _____

Brightwork..... Yes No
 Clean & Natural Clean & Oil Sand & Varnish \$150.00 per hr.
Price to Be Billed Upon Completion:\$ _____

Striping & Lettering..... Yes No
 Paint Boot Top Change Vinyl Remove Name Other: _____
\$150.00 per hr.
Price to Be Billed Upon Completion:\$ _____

Engine Room Detailing/Painting..... Yes No
 Specify: _____ \$150.00 per hr.
Price to Be Billed Upon Completion:\$ _____

BOTTOM

****Schedule Now – Bottom Needs to Be Blasted In Fall to Dry Out Over Winter****

Bottom Blasting & Barrier Coating..... Yes No
 Sand Blast Soda Blast Epoxy/Fill Barrier Coat → Quoted

ADDITIONAL WORK: _____

Note: MATERIALS WILL BE BILLED SEPARATELY
APPLICABLE TAXES APPLY

PLEASE COMPLETE FORM - SIGN AND RETURN

Owner's Name(s): _____ Street: _____
City: _____ State: _____ Zip: _____ E-Mail: _____
Home Number: _____ Cell Phone: _____
Boat Name: _____ Boat Location: _____
Boat Length: _____ Key Location: _____
Anticipated Launch Date: _____

Total of Services: \$ _____
Take **10% Discount:** \$ _____ **(Paid in Full by October 15th, 2021)**
Sub Total: \$ _____
Fuel, Environmental, etc.
 Surcharges: 1.75%: \$ _____
Payment in Full Amount: \$ _____

Check #: _____
Or Credit Card: Visa / Master Card #: _____ Exp. Date: _____
Billing Zip Code: _____ Three digit CVV2 #: _____ (located on back of credit card)

AUTHORIZATION SIGNATURE: _____ Date: _____
(For S & S Marine to Charge Your Credit Card)

We Ask That You Read The GENERAL YARD RULES & CONDITIONS Attached To This Agreement, And That You Understand Them Fully Before Signing. Please Contact Us With Any Questions.

SIGNED: _____ Date: _____

I Have Read And Hereby Agree To Abide By All The Conditions Stated Herein And Request That The Work Indicated Above Be Performed. I Understand That Service Work Is Performed In Sequence Of Receipt.

Office Use: Received: ___/___/___ Initials: _____ Work Order #: _____



TERMS: Deposits will be applied to any open balances first. Any balance owed is due when bill is rendered. A 1.5% finance charge will be added to all accounts 30 days past due (18% per year) plus attorney's fees.

RETURN POLICY: Items may be returned within 30 days of purchase. Merchandise must be unused and in its original packaging. A 15% restocking fee will be charged for all electronics orders. Special and custom orders are nonrefundable.
DISCLAIMER: Some services may need to be subcontracted through the marina where the boat is located, depending upon terms and conditions of your contract. These conditions may void discounts provided by S & S Marine, LLC. All rights are reserved to make changes at any time, without notice, to prices, specifications, and offerings. This offer may not be combined with other promotions.

GENERAL CONDITIONS AND YARD RULES: These rules may be amended, extended or repealed at any time without notice at the discretion of the Management. All repair orders given over the phone are binding to this contract.

1. LANDLORD reserves the right to assign dock space, but all efforts consistent with good business practices and the rights and desires of other Tenants will be exercised in an effort to assign dock space desired by the TENANT.
2. The LANDLORD reserves the right to lease or refuse to lease to person for any good or pertinent reason.
3. It is agreed between both parties that the TENANT shall not assign, transfer or permit the use of assigned space to any other party without written consent of the LANDLORD.
4. TENANT agrees that reasonable and customary use will be made of the docks and facilities covered hereby, and that no unnecessary wear and tear, disturbance, nuisance, rubbish or garbage will be permitted on the dock or premises, and that the TENANT will keep dock and premises covered hereby free and clear of gear, tackle and all other obstructions and further agrees to throw nothing, including treated and or untreated effluent or sewage from heads or holding tanks in the harbor or basin.
5. Any infraction of the rules and regulations contained herein or as posted in the office by the LANDLORD shall, at the option of the LANDLORD cancel this lease agreement upon ten (10) days' notice and the TENANT shall remove his boat from the harbor and premises.
6. If TENANT desires to dock a boat other than the one described within said TENANT must first secure permission of the LANDLORD and pay any additional fees as applicable.
7. The use of Harbor or Marina electrical outlets for the operation of power tools, battery chargers, welders, air conditioners, heating units, etc. are prohibited except by special permission.
8. The LANDLORD cannot and does not guarantee the continuity of electrical service where provided.
9. The use of torches or open flame, inflammable or toxic removers, or any other hazardous equipment is prohibited.
10. The LANDLORD will not be responsible for delays in hauling, launching, winter lay-up or commissioning, occasioned by inclement weather or any other circumstances beyond its control.
11. A TENANT may work on his own boat if such work does not interfere with the rights, privileges and safety of other persons or property. The LANDLORD shall reserve the right to require any outside mechanic, craftsman or any other persons performing any work on TENANT'S boat while in or on the premises of LANDLORD to first provide LANDLORD or his yard manager with a standard certificate of workman's compensation and liability insurance coverage in the amount of 5 million dollars in order to protect the health, safety, welfare and property of other Tenants. Failure to meet these requirements would require that TENANT'S boat be removed from the premises of LANDLORD for repairs. Bottom painting – sanding or work that will allow debris to fall to the ground must be protected by placing plastic sheets under the boat. This plastic must be disposed of on a daily basis; sand blasting or spray painting is prohibited.
12. Rent on space is DUE AND PAYABLE per contract.
13. TENANT duly authorizes LANDLORD, its agents or employees to move and/or operate TENANT'S boat during the making of repairs or for normal marine operations solely at TENANT'S risk.
14. It is UNDERSTOOD AND AGREED that no boat is to be removed from its space unless and until all charges for space rental, service and/or materials have been paid in full.
15. TENANT AGREES THAT IN THE EVENT SUIT IS BROUGHT IN BEHALF OF THE LANDLORD AGAINST TENANT TO COLLECT AMOUNTS DUE OR TO BECOME DUE HEREUNDER, OR TO ENFORCE ANY APPROPRIATE MARITIME OR OTHER LIENS, THE TENANT SHALL PAY THE LANDLORD'S REASONABLE ATTORNEY FEES FOR SUCH SUIT OR COLLECTION PLUS COSTS AT PROVIDED BY LAW.
16. In the event TENANT fails to remove his boat and property from the space rented to TENANT at the termination of the space rental term as defined in contract of this agreement. LANDLORD may as its solo option (1) charge to TENANTS account rent daily on a prorated basis for each day or portion thereof the space is occupied; (2) avail itself of the remedies provided for in paragraph eighteen (18); and (3) avail itself of any other remedy available to LANDLORD under the law.
17. If TENANT becomes delinquent in rental payments, the LANDLORD shall have the right to take over the property of the TENANT and to secure the property to the space occupied, or to store it in any other location. Space made vacant by the removal of property of the TENANT may then be rented to another tenant at the discretion of the LANDLORD.
18. INSURANCE: TENANT agrees that he will keep the boat fully insured with complete marine insurance, including hull coverage and indemnity and/or liability insurance. THE LANDLORD DOES NOT CARRY INSURANCE covering the property of the TENANT. THE LANDLORD WILL NOT BE RESPONSIBLE for any injuries or property damage resulting, caused by, or growing out of the use of dock or harbor facilities; that the TENANT RELEASES AND DISCHARGES THE LANDLORD from any and all liability from loss, injury (including death), or damages to persons or property sustained while in or on the facilities of LANDLORD, including fire, theft, vandalism, windstorm, high or low waters, hail, rain, ice, collision or accident, or any other Act of God, whether said boat is being parked or hauled by an Agent of LANDLORD or not.
19. Operation of the boat shall be restricted to TENANT'S SIGNATORY TO THIS AGREEMENT unless otherwise specified IN WRITING herein.
20. TENANT shall provide LANDLORD with a set of main door or hatch and ignition keys. The boat will be entered by LANDLORD only for the periodic inspection or for emergency service.
21. IN CASE OF AN EMERGENCY, as determined by LANDLORD, the LANDLORD shall be authorized to move the subject boat, if possible and practical to a safer area to protect the boat, property or general welfare if boat is unattended and TENANT cannot be reached. However, UNDER NO CIRCUMSTANCES is LANDLORD under any obligation to provide this service. Any costs incurred by LANDLORD shall be billed at the yard rate or as posted in the office. TENANT agrees to indemnify and hold harmless from any and all liability, loss or damage caused by or to the subject boat which may arise out of failure of the TENANT to move the boat, the inability of the LANDLORD to reach the TENANT, or by the movement of the boat by the LANDLORD. In general, the TENANT shall be solely responsible for any emergency measures.
22. DRY STORAGE SURVEY AND INSPECTION: The TENANT authorizes the LANDLORD to thoroughly survey the boat for fire hazards at hauling or prior to moving to dry storage. TENANT understands that this regulation is formulated, enforced and conducted solely for the protection for the TENANT. The promulgation and enforcement of those rules and regulations, the conducting of the survey, the failure to acquire or fully perform a survey with respect to other TENANT(S) will not subject the LANDLORD to any duty or liability to the TENANT with respect to fire or explosion prevention or detection in general, any survey will be solely at the discretion of the LANDLORD.
23. DRY STORAGE PROTECTIVE COVERING: The TENANT assumes full responsibility for providing adequate covering to protect the boat from any and all perils and for the proper maintenance of such covering while the boat is on or in the premises of the LANDLORD. If during windstorms a cover blows off a TENANT'S boat the LANDLORD will dispose of the cover at the expense of the TENANT.
24. REMOVAL OF PERSONAL PROPERTY: The TENANT should remove any personal property from the boat prior to dry storage. IT IS UNDERSTOOD AND AGREED THAT LANDLORD WILL NOT BE RESPONSIBLE FOR ANY ITEMS OF PERSONAL PROPERTY LEFT IN THE BOAT.
25. BOAT SINKING: In the event TENANT'S boat shall for any reason sink while berthed in a slip at dockside or while otherwise occupying marina waters used by customers of LANDLORD, LANDLORD may if TENANT cannot be contacted immediately and if said sunken boat constitutes a safety or water navigation hazard to other boaters, take immediate steps to raise and remove and/or repair said boat, all costs shall be at TENANT'S expense.
26. ENTIRE AGREEMENT: This agreement contains the entire understanding between the TENANT and the LANDLORD and no other representation or inducement, verbal or written, has been made which is not contained in this agreement. LANDLORD and TENANT agree that if any paragraph or provision violates the law and is unenforceable the rest of the contract will be valid.
27. Dinghies and rubber rafts must be stored on owner's boat, or on brackets secured to the side of the dock. Dock boxes must be no larger than 72" wide, 26" high and 26" deep. They must be white and made of fiberglass. Dock steps must be secured to the dock, white and made of fiberglass. Dock wheels and dock guards must be of Taylor made quality.
28. All trailers owned by the TENANT shall be stored in a designated area and locked by the TENANT with a key being left with the yard, and TENANT'S name painted or stenciled on the trailer. The yard is not responsible for damage or theft of trailers.