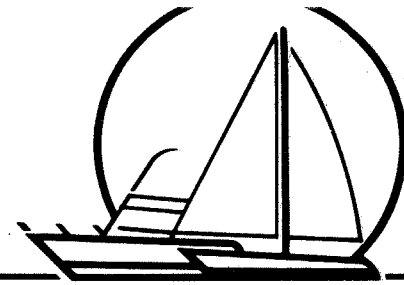


OAK LEAF MARINA, INC.

FULL SERVICE • CUSTOM REFINISHING



218 FERRY RD. OLD SAYBROOK, CT 06475 860-388 9817
OAKLEAFMARINA.COM

2012 SLIP RENTAL CONTRACT AND AGREEMENT

NAME _____ HOME PHONE () _____
ADDRESS _____ BUS. PHONE () _____
CITY _____ STATE _____ ZIP CODE _____

VESSEL INFORMATION

VESSEL YEAR _____ MAKE _____ MODEL _____
VESSEL L.O.A. _____ BEAM _____ DRAFT _____
ENGINE(S) YEAR _____ MAKE _____ MODEL _____ GAS/DIESEL _____
REGISTRATION # _____ VESSEL NAME _____
INSURANCE CO. & POLICY # _____ LOCK OR COMBO # _____
(PLEASE ATTACH COPY TO CONTRACT)

RATES AND CHARGES

FIXED SLIPS (A & C DOCKS)

() 20' Finger, for boats up to 22'.....\$1,725.00
() 25' Finger, for boats up to 27'.....\$2,050.00
() 30' Finger, for boats up to 32'.....\$2,575.00
() 35' Finger, for boats up to 37'.....\$2,995.00
() 40' Finger, for boats up to 42'.....\$3,395.00

FLOATING SLIPS (B DOCK & EXTENSION ON A DOCK)

() 25' Finger, for boats up to 27'.....\$2,775.00
() 30' Finger, for boats up to 32'.....\$3,295.00
() 35' Finger, for boats up to 37'.....\$3,750.00
() 40' Finger, for boats up to 42'.....\$4,325.00

Slip rental fee is subject to 6% CT State Sales Tax and \$9.55 Environmental Mgt. Fund Fee.

Slip rental fee includes water and electricity for one (1) 30 amp electrical cord per boat. Any 50-amp cord or each additional 30-amp cord will be charged \$500.00 each per season.

DEPOSITS & PAYMENTS

Slip assignments will be made only if the following requirements are met:

1. A signed contract is filled out completely and returned with required deposit of \$500.00

2. All outstanding bills are paid in full.

SLIP PREFERENCE:

First Choice: _____

Second Choice: _____

TOTAL RENTAL FEE (including extra power cords)	\$ _____
LESS DISCOUNT (If paid in full by November 30, 2011)	\$ _____
SUBTOTAL	\$ _____
CT STATE SALES TAX - 6%	\$ _____
ENVIROMENTAL MGT FUND	\$ <u>9.55</u>
LESS DEPOSIT RECEIVED	\$ _____
BALANCE DUE BY DECEMBER 15, 2011	\$ _____

Payments (deposits) made will first be applied to all outstanding balances before being applied to the slip rental fee.

Customers storing with Oak Leaf Marina for the 2011 - 2012 Winter storage season are given first choice of slip assignment until **NOVEMBER 30, 2011**. After that time slips are assigned on a first come, first serve basis.

Deposits received prior to **NOVEMBER 30, 2011** are refunded only after slip has been re-rented.

ACKNOWLEDGMENT

Please reserve a slip at Oak Leaf Marina in my name for the 2012 summer season. I acknowledge reading and understanding the attached **CONDITIONS FOR SLIP RENTAL** and the information on this page, and agree to be bound by the conditions as stated.

SIGNED _____

DATE _____

OAK LEAF MARINA, INC.
GENERAL CONDITIONS FOR SEASONAL SLIP RENTAL

In this agreement the words "I", "me", "my" and "Customer" mean the **INDIVIDUAL** signing the attached SLIP RENTAL AGREEMENT.

The words "you", "OLM" and "Oak Leaf" mean Oak Leaf Marina, Inc., a Connecticut corporation.

RENTAL PERIOD - The slip rental period is from April 15, 2012 through October 31, 2012. If, by October 31, 2012, the Customer has not contracted with OLM to provide Winter Storage, the Customer gives permission to Oak Leaf to haul this vessel (after October 31), store it on land and perform all necessary winterization functions to prevent damage due to weather conditions. A slip rental fee of \$2.00 per foot of slip per day shall be charged from November 1, 2012 until time of such hauling. The customer agrees to be responsible for any and all charges associated with these activities.

INVOICING PROCEDURES - Invoices for services rendered by Oak Leaf for the Customer will be sent to the Customer upon completion. Invoices will be summarized on a monthly statement. All bills are due and payable within fifteen (15) days. A service charge of one and one-half percent (1 1/2%) per month (18% annually) will be added to balances fifteen days past due.

DEFAULT - Any balance, which continues beyond fifteen (15) days of the statement date, shall be considered delinquent. In the event of a delinquent account, the Customer hereby grants to Oak Leaf a lien upon the boat in storage (land or water), its contents and equipment for any and all charges for service and/or storage associated with the boat or any outstanding accounts the Customer has with Oak Leaf. This lien shall continue in full force and effect whether possession of the boat is retained by Oak Leaf or not. The Customer agrees that OLM shall have the right to retain any part of or all of the vessel until all outstanding balances have been satisfied. In addition, the Customer shall pay all fees such as court cost, collection fees, reasonable attorney fee, etc., expended in efforts to collect any and all balances considered past or overdue. The Customer agrees that this agreement shall be binding for any contract with Oak Leaf whether written or verbal.

FUEL DOCK - OLM no longer offers fuel for sale. Fuel station references are available at the marina office. Transfer of gasoline or diesel fuel on OLM docks is strictly prohibited.

INSURANCE - The Customer shall have his boat adequately insured against loss or damage and shall provide at his cost a policy of public liability insurance. Oak Leaf is not responsible for damage or injuries caused by fire, flood, hurricane, theft, wake or any act of God. The Customer shall hold OLM completely harmless in the event of such occurrences-whether or not the vessel is stored at the slip or hauled and blocked on land. The Customer agrees that slip rental is at their own risk and that the Customer is responsible for sinking and condition of dock lines.

INDEMNITY - The Customer agrees to indemnify and save harmless OLM against any and all claims arising out of or traceable to the Customer or the Customer's boat and/or the failure of Customer to comply with it's obligations created by this agreement. In the event of loss or damage, the Customer shall acquire no right of action against OLM. The Customer shall not assign or transfer any claims against OLM to any third party including the Customer's insurance company. The Customer shall not subrogate an insurance company to any claims nor permit suit to be brought against Oak Leaf in the Customer's name under the direction or expense of any such insurance company.

OUTSIDE LABOR - Outside labor/contractors of any kind are not permitted to work on any boat in storage without the written permission of OLM. Outside labor or contractors will be required to provide proof of insurance coverage satisfactory to Oak Leaf.

MARINA TOOLS - The Customer shall not use Oak Leaf tools, equipment or shop facilities at any time.

RESPONSIBILITIES OF CUSTOMER - It is the responsibility of the Customer to provide at least two (2) fenders and four-(4) dock lines of good quality on board the boat prior to launch. If these items are not readily available at the time of launch Oak Leaf will supply them at the cost of the Customer. The Customer will keep the area around his boat free from any debris, trash, etc. The Customer shall not spill, discharge or discard at the marina any used oil, gas, paint thinner, holding tank material or other substances deemed hazardous. In addition, the Customer shall not burn, paint, start fires or transport flammable materials on or across any part of the Marina. No addition or alterations may be made to any docks. Adults shall accompany small children and wear approved Pfd's at all times. There is to be no running, horseplay, diving or swimming off or around the docks.

STORM CONDITIONS - In the event of a severe storm, hurricane, flood, etc., OLM will attempt to provide preparation and damage prevention services for all boats. The cost of such services shall be pro-rated over all boats and the Customer shall upon the receipt of an invoice pay for such services. The Customer shall remain primarily responsible for the safety of his boat and shall take such reasonable actions as may be necessary to be responsible to OLM for any actions necessary to ensure the safety of the vessel and docks. As such storm conditions may warrant, OLM reserves the right to close the marina. In such an occurrence, customer will be notified and required to remove their vessel from the dock-either by hauling or transit to safe harbor-at their own expense. No prorating or rebate of fees shall apply.

PETS - Pets must be leashed at all times. The Customer shall be responsible for policing their pets.

TRANSIENT DOCKAGE - OLM reserves the right to rent the Customers slip to a transient vessel. The Customer is required to notify the Dockmaster if they plan on leaving their slip for one or more nights. OLM is not responsible for any actions the transient takes while in the Customers slip.

PARKING - Customers are required to use consideration for others when parking on Marina property. North Yard ("C" Dock) Customers are allowed only one parking space per boat. Parking for all customers is available in the storage shed. "B" Dock Customers are encouraged to use this area. OLM is not responsible for autos or their contents on Marina property.

NONTRANSFERABILITY - Slips rented for the season are not transferable and can not be sublet. If a Customer changes boats during the course of the season, the Customer is required to notify the marina office for a recomputation of slip fees.

KEYS - Ignition key and cabin keys or combos must be left in the marina office. If the key or combination is not provided, the Customer is responsible for any resulting damage, claims or any problems that may arise.

SCHEDULE OF HAULING - A two-(2) day notice from the Customer is required for the hauling of the Customer's boat (winter or short-haul). Summer slip rental period expires October 31, 2012. Electric and water will be shut off at this time. At the time of hauling, OLM is not responsible for the collection of dockage lines. No vessels shall remain on the floating docks after October 31, 2012. Movement to a fixed dock is the Customers responsibility or they may contract OLM for movement and the Customer shall pay for such services when they are completed.

CONDUCT - The disorderly conduct of any persons using, visiting, or occupying the Marina, who might in the opinion of OLM cause injury or damage to life or property, shall be cause for immediate revocation of this Agreement. There will be no refund of the storage charges paid pursuant to this Agreement. The Customer shall be responsible for the conduct of all persons using, visiting or occupying his boat.

TERMINATION OF CONTRACT - The Customer agrees that Oak Leaf may terminate, change or modify this Agreement at any time and for any reason. Oak Leaf will refund the balance of unearned slip rental fee for any terminated contract. If upon termination the Customer refuses to vacate the slip or dock space, the Customer agrees that Oak Leaf may haul the vessel and retain possession of the vessel until all outstanding balances, including fees for the hauling and storage related to collection, have been satisfied.

ENVIRONMENTAL BEST MANAGEMENT PRACTICES (BMP'S) - The Customer agrees that they have read, understand and will comply with the Oak Leaf Marina Environmental Compliance Procedure and Rulebook, as provided to them. The Customer agrees unconditionally to comply with all Local, State and Federal Environmental Laws, Regulations and Statutes, while the vessel is stored or moored within the Marina area. Pressure washing of boats while stored on land is prohibited.