

Storage Agreement 2023 – Quinnipiac River Marina Customer Information Sheet

Vessel Name:		Vessel Make/Model:	
Boat Registration #:		Vessel Length:	
Insurance Policy #:		Vessel Registration State:	
Insurance Agency:		Trailer Plate Number:	
Owners Name:		Trailer Make/# Axels:	
Owners Birthday:		Owner Home Address:	
Owners Cell #:		Owner Employer:	
Owners Home #:		Owner Work Address	
Owners Email:		Owner Work Phone #:	
Emergency Contact Name:		Owners DL #:	
Emergency Contact Cell:		Owner Vehicle Plate #:	
Emergency Contact Email:		Past Customer:	
Trailer Storage:	(Y) (N)	Electrical Outlet(s) Stand #:	(1) 30 AMP (2) 30 AMP

I, _____ customer of the Quinnipiac River Marina, QRM Amenities Limited, do hereby certify and attest that the above information has been completed correctly to the best of my knowledge. Further, I certify that any changes to this information that may occur during the contracted storage period, will promptly be provided to the Quinnipiac River Marina allowing for records to remain current at all times.

Name: _____ Date: _____ Signature: _____

Marina Representative Witness: _____

Summer Storage – 2023 Customer Pricing Table

Dock:	
Billable Rate:	
Parking:	
Additional Charges:	
Discounts:	

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Subtotal:	
Sales Tax: (6.35%)	
Electric Deposit:	
Total:	
Down Payment:	
Remaining Balance:	
<p>*Note: The boat will be measured by QRM for accurate billing purposes. Any discrepancy between the LOA listed and QRM's determination of LOA could result in additional fees.</p>	

SUMMER STORAGE AGREEMENT TERMS

1. LICENSE. Quinipiac River Marina grants a personal, revocable, and unassignable license to Customer for use of a slip at the Marina, to be assigned by Quinipiac River Marina in its sole discretion (the "Slip"), to berth the Boat identified above and for no other purpose. Customer acknowledges that this license is only in relation to the customer and boat identified in this agreement and any change of boat or customer requires QRM to be notified and will result in additional charges and the generation of a separate Storage Agreement. Customer acknowledges that Customer has had an opportunity to inspect the Marina and the Slip prior to execution of this Agreement and agrees to accept both in their current "as-is" condition. In the event that Quinipiac River Marina is unable to deliver possession of the Slip to Customer on the Commencement Date, Quinipiac River Marina shall not be liable for any loss resulting therefrom.
2. TERM. The term of this Agreement (the "Term") begins on the earlier of the Commencement Date or the date that the Customer is permitted to occupy the Slip and continues to either (i) the Expiration Date unless terminated earlier as provided herein, or (ii) if a "month-to-month" term is indicated above, on a month-to-month basis until terminated as provided herein.
3. PAYMENTS. All payments due under this Agreement are payable to QRM Amenities Limited, Quinipiac River Marina.
4. INSURANCE. Customer shall at all times during the Term maintain the insurance coverages set forth in the Customer Agreement.
5. LIEN. In addition to the lien rights set forth in the Customer Agreement, Customer hereby grants to Quinipiac River Marina a lien on the Boat for any fees or damages payable under this Agreement which are not paid to Quinipiac River Marina when due, and Quinipiac River Marina may pursue all legal and equitable remedies to perfect and foreclose said lien, including but not limited to chaining or locking the Boat. The right of enforcement of the lien herein granted to Quinipiac River Marina shall be in addition to any and all other rights and remedies available to Quinipiac River Marina hereunder or in connection herewith and shall not in any manner alter, waive or abrogate Customer's personal liability hereunder. To secure the lien rights granted herein, Quinipiac River Marina shall have the right to file one or more financing statements in the jurisdiction of Customer's residence as that jurisdiction appears on the certificate of title to the Boat or an equivalent document. SECTION 49-55 OF THE CONNECTICUT STATUTES (2016) UNDER WHICH QUINNIPIAC RIVER MARINA MAY FORECLOSE ITS LIEN ON CUSTOMER'S BOAT IN THE EVENT OF NON-PAYMENT OF THE FEES DUE AND PAYABLE HEREUNDER. THE RIGHTS AVAILABLE TO QUINNIPIAC RIVER MARINA UNDER SAID STATUTES ARE IN ADDITION TO ANY AND ALL OTHER RIGHTS WHICH QUINNIPIAC RIVER MARINA HAS AVAILABLE TO IT UNDER THIS AGREEMENT OR OTHERWISE AT LAW AND/OR IN EQUITY.
6. CUSTOMER REPRESENTATIONS. Customer represents and warrants that (i) Customer has an ownership interest in the Boat or Customer is fully authorized to bind the owners of the Boat to the terms and conditions of this Agreement; and (ii) (1) Customer is not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by Office of Foreign Asset Control (OFAC), and (2) Customer is currently in compliance with and shall at all times during the Term (including any extension of the Term) remain in compliance with the regulations of OFAC. If the Boat is owned by an entity, the person signing below affirms that he/she has full authority to bind the Customer to this Agreement, and that such person (signing this Agreement) PERSONALLY GUARANTEES performance of the payment and all other contractual obligations of the Customer. If the person signing this Agreement is an agent of Customer, including a captain, such person represents that he/she has the

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authority to bind the Customer, and that he/she shall PERSONALLY GUARANTEE performance of payment and all other contractual obligations of the Customer in the event that he/she does not actually have such authority to bind the Customer. If more than one party signs this Agreement as Customer, all of such parties shall be jointly and severally liable for the performance of all obligations of Customer and shall be bound by this Agreement. Unless Quinnipiac River Marina is notified by Customer in advance in writing to the contrary, anyone in possession of or apparent charge of the Boat shall be deemed to have the authority to act on behalf of Customer and Quinnipiac River Marina shall be entitled to accept and act in reliance upon orders or requests by such persons for services, supplies, work, labor and other material of any kind for the benefit of Boat or Customer and all at the cost and expense of Customer.

7. DOWN PAYMENT. Customer shall pay to Quinnipiac River Marina the specified Down Payment upon execution of this Agreement, which Down Payment shall be applied toward the first Installment(s) of Fees. The Down Payment shall not be refunded for any reason.

8. PARKING. Parking fees for a single Customer vehicle are included in the Dockage Fee. Customer shall not park any vehicle for a period in excess of 2 days without the prior express consent of Quinnipiac River Marina. Quinnipiac River Marina reserves the right at any time to charge a separate fee for the parking of vehicles. In the event Quinnipiac River Marina elects to charge separate parking fees, Customer may terminate this Agreement, without penalty, upon ten(10) days' notice to Quinnipiac River Marina, provided that such notice is made within thirty (30) days of the notice of parking fee. Unless authorized by Quinnipiac River Marina in writing, vehicles may not be parked on the Marina premises for a period exceeding 48 hours. Quinnipiac River Marina shall have the right in its sole discretion to refuse parking privileges for any vehicle. Trailers and recreational vehicles may not be parked on Marina premises without Quinnipiac River Marina's written permission and may be subject to a separate agreement.

9. ABSENCE. Customer agrees that Quinnipiac River Marina may use the Slip when temporarily not in use by Customer, without compensation to Customer. Further, Customer shall notify Quinnipiac River Marina if the Boat will not be in the assigned space at the Marina for any period exceeding two (2) consecutive days. In such event, Customer agrees Quinnipiac River Marina may, without compensation to Customer, assign another vessel to the Slip during the period of the absence of the Boat. Even if another boat or vessel is so assigned to the Slip during such period of temporary absence, Customer understands and agrees Customer will remain responsible for payment of Fees. To assure the assigned Slip is available upon the Boat's return, in the event the Boat is absent from the Slip for two (2) or more consecutive days, Customer is required to provide Quinnipiac River Marina at least 24 hours' advance notice of the date and time the Boat will return to the Slip.

10. TERMINATION. Notwithstanding anything herein to the contrary, if Customer vacates or fails to take possession of the Slip by July 1st of the correlating term, the Customer will forfeit all rights to such slip and no refund will be made available. If customer submits via written notice prior to July 1 that they will not be entering the marina until after July 1, if available, the Marina will furnish a similar situated slip. In no event will Customer be refunded an amount in excess of electricity deposit.

11. OTHER. This Agreement (including the Customer Agreement incorporated herein by reference) and the exhibits attached hereto, if any, contain all of the agreements of the parties, both written and oral, with respect to any matter covered or mentioned in this Agreement, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

Quinnipiac River Marina – Summer Storage Agreement

This Summer Storage Agreement (this "Agreement") is entered into by and between QRM Amenities Limited ("Quinnipiac River Marina") and the above-named Customer, with respect to the boat identified above, including, without limitation, any rigging, engines, appurtenances and contents stored thereon (collectively, the "Boat"), and with respect to the marina commonly known as Quinnipiac River Marina (the "Marina"), on the terms and conditions contained herein in return for good and valuable consideration, the receipt and sufficiency of which Customer and Quinnipiac River Marina hereby acknowledge. The terms of the Marina Storage & Mooring Agreement between QRM Amenities Limited and Customer (the "Customer Agreement") are incorporated into and made a part of this Agreement. Capitalized terms used herein but not defined shall have the meanings assigned to them in the Customer Agreement.

Customer acknowledges that Customer has read and fully understands this Agreement, including without limitation the Summer Space Terms, Customer Agreement and Marina rules, all of which are incorporated herein by

reference. Customer certifies that the information provided above, together with the insurance information provided to Quinnipiac River Marina in connection herewith, is correct and agrees to promptly notify QRM Amenities Limited in the event of changes to such information. **Customer must keep copies of the current Boat registration or documentation and certificates of current insurance policies at the Marina office for as long as the Boat is in the Marina.**

IN WITNESS WHEREOF, Customer and Quinnipiac River Marina have duly executed this Agreement as of the day and year written below.

Name: _____ Date: _____ Signature: _____

Marina Representative Witness: _____ Date: _____

Summer 2023 Customer Agreement

This Customer Agreement (this "Customer Agreement") is entered into by and between Quinnipiac River Marina ("Marina"), for the benefit of Marina and QRM (defined below), and the above-named Customer ("Customer") on the following terms and conditions, in return for good and valuable consideration, the receipt and sufficiency of which Customer and Marina hereby acknowledge.

1. DEFINITIONS. As used herein, the following terms shall have the following meanings:

(a) "Applicable Laws" shall mean all laws, codes, statutes, ordinances, rules and regulations of federal, state and local entities, including environmental laws, rules and regulations of the U.S. Coast Guard, applicable to an QRM Agreement.

(b) "Boat" shall mean (i) individually or collectively, as the context may require, each vessel brought onto Marina premises by Customer, together with any rigging, engines, appurtenances and contents stored on such vessel and (ii) with respect to any Marina Agreement, the boat identified therein as the "Boat".

(c) "Default Rate" shall mean the lesser of the highest rate permitted by law and one and one-half percent (1.5%) per month (eighteen percent (18%) per annum).

(d) "Fees" shall mean (i) any and all sums that Customer may owe to QRM or otherwise be required to pay under an QRM Agreement, as well as applicable sales tax and (ii) with respect to any Marina Agreement, all sums that Customer may owe to the applicable QRM Affiliate or otherwise be required to pay under such Storage Agreement, as well as applicable sales or other tax.

(e) "Hazardous Weather or Natural Disaster Conditions" shall mean hazardous conditions including, but not limited to, hurricanes, tropical storms, tornadoes, floods, mudslides, thunderstorms, earthquakes, and like weather or natural disaster conditions.

(f) "Marina" shall mean (i) individually or collectively, as the context may require, each marina, including the real property, improvements, and basin: located thereon, owned and operated by QRM and (ii) with respect to any Marina Agreement, the marina, including the real property, improvements, and basin located thereon, identified therein as the "Marina". Marina Address is 309 Front Street, New Haven CT 06513. Marina office is located at 315 Front Street, New Haven CT 06513.

(g) "Storage Agreement" shall mean any agreement between QRM and Customer that expressly incorporates the terms of this Customer Agreement.

(h) "Customer Parties" shall mean Customer, together with Customer's family Customers, agents, employees, contractors, crews, guests, invitees, passengers and permittees, all of whose acts, conduct and omissions shall be attributable to Customer and shall be considered the acts, conduct and omissions of Customer for all purposes under each QRM Agreement.

(i) "Rules" shall mean all rules adopted by QRM, as amended from time to time, regarding the use of a Marina or QRM Equipment.

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J) "Security Deposit" shall mean, with respect to any Storage Agreement, the amount identified therein as the "Security Deposit".

(k) "QRM" shall mean, individually or collectively, as the context may require, Quinnipiac River Marina, QRM Amenities Limited, QRM LLC, and their respective subsidiaries and affiliates.

(l) "QRM Affiliate" shall mean any individual or entity included within the definition of "QRM".

(m) "QRM Agreement" shall mean, individually, this Customer Agreement and each Storage Agreement.

(n) "QRM Equipment" shall mean, individually or collectively, as the context may require, any bike, car, travel lift, boat, pump out equipment, shower facilities, cribbing, boat ramp, boat totes, fuel pump, EV Charger or other equipment owned or made available by QRM.

(o) "QRM Parties" shall mean (i) Quinnipiac River Marina, QRM Amenities Limited, and their respective parents, affiliates and subsidiaries, (ii) the successors, assigns, licensees, and sublicensees of each of the foregoing, and (iii) the directors, officers, owners, shareholders, agents, employees and representatives of each party set forth in the foregoing clauses (i) and (ii).

(p) "Slip/Space" shall mean (i) individually or collectively, as the context may require, each slip and space licensed by Customer at a Marina, and (ii) with respect to any Marina Agreement, the slip or space identified therein as either the "Slip" or "Space".

(q) "Vehicle" shall mean (i) individually or collectively, as the context may require, each vehicle operated by Customer or the Customer Parties on Marina premises, and (ii) with respect to any Marina Agreement, the vehicle identified therein as the "Vehicle".

2. CUSTOMER. In return for entering into this Customer Agreement, Customer shall, during the Customer Term, be eligible to enter into one or more Storage Agreements, subject to QRM's approval in its sole discretion and provided that no QRM Affiliate shall be required to enter into any such Storage Agreement with Customer (the "Customer Rights"). Customer acknowledges that the Customer Rights granted hereunder do not constitute a grant of any Customer or ownership interests in QRM and are non equity, non-proprietary and non-participatory. The granting of Customer Rights (i) does not imply any right or privilege to participate in or to administer business policies of the operation or maintenance of the facilities provided at any Marina; (ii) is not an investment in QRM or the facilities provided at any Marina; and (iii) does not create any equity, ownership or proprietary interest or any prescriptive easement or other property interest of any nature in QRM, the facilities provided at any Marina or any other asset of QRM. Customer does not have any interest in the income of QRM by reason hereof, and does not have the right to receive any of QRM's assets if QRM is dissolved.

3. STORAGE AGREEMENTS. QRM may enter into one or more Storage Agreements with Customer. Each Storage Agreement shall be deemed an independent and separate contract between the parties who sign it, with independent contractual obligations under that Customer Agreement, and such Storage Agreement shall co-exist with each other Storage Agreement, including in the event Customer enters multiple Storage Agreements with the same QRM Affiliate. The terms and conditions of this Customer Agreement, as incorporated into and made a part of each Marina Agreement, shall be modified as follows: (a) except when used in Sections 1-3 hereof, all references to "applicable Storage Agreement", a "Storage Agreement", "Storage Agreements", "applicable QRM Agreement", an "QRM Agreement", or "QRM Agreements" (but not references to "other Storage Agreement", "other Marina Agreements", "other QRM Agreement", or "other QRM Agreements") shall refer only and specifically to that Marina Agreement; and (b) except when used in Sections 1-4 hereof, "QRM" and "QRM Affiliate" (but not references to "other QRM Affiliate") shall refer only to the QRM Affiliate that is a party to that Marina Agreement. In the event of a conflict between any of the provisions of this Customer Agreement and any of the provisions of any Marina Agreement, the conflicting provisions of this Customer Agreement shall govern and control unless otherwise expressly provided in the applicable Marina Agreement. All QRM Affiliates and the QRM Parties shall be third party beneficiaries of and under each QRM Agreement, with rights and remedies thereunder enforceable directly against Customer. No other person or entity shall be a third party beneficiary of or under any QRM Agreement.

4. TERM. The term of this Customer Agreement which shall be from 9:00 A.M. on 1-May-2023 and ending at 5:00 P.M. on 31-October-2023. (the "Customer Term") begins on the earliest of the date of full execution hereof or the commencement of any Storage Agreement and continues in effect until it is terminated by written consent from Marina, by one party by exercise of an express right of termination under this Customer Agreement, or as otherwise set forth herein. The term for each Storage Agreement will be set forth therein but will in no event

extend beyond the Customer Term. All Marina Agreements shall automatically terminate upon termination of this Customer Agreement. This agreement shall automatically terminate at the end of the Customer Term.

5. FEES. (a) Fees payable under each Storage Agreement shall be due in full upon execution of such Marina Agreement, unless a multiple-installment Payment Plan is specified in such Marina Agreement. If a multiple-installment Payment Plan is specified in a Marina Agreement, the Fees thereunder shall be payable in installments in accordance with such Payment Plan (each, an "Installment"). Customer may be sent periodic statements setting forth any Fees due. If any Fees on such an invoice are not included in a Payment Plan, then such Fees shall be due within 30 days of the date of the invoice or the due date specified on such invoice, whichever is earlier. At the time of execution of this Customer Agreement, Customer must complete a Payment Authorization form specifying Customer's preferred Payment Method (defined therein). The Payment Method will be charged for any outstanding amounts on or about the applicable due date. If a Storage Agreement does not begin on the first (1st) day of a calendar month, QRM shall have the right to charge prorated Fees for that period of time between the date the Boat is permitted into the applicable Marina and the Commencement Date under such Marina Agreement. No Fees shall be refunded for any reason unless otherwise expressly set forth in the applicable Marina Agreement.

(b) If any Fees are not paid within ten (10) days after the date due, or if any check is returned for insufficient funds, QRM shall have the right to impose a late charge of \$50.00 and, in addition to the foregoing late charge, collect interest on the delinquent amounts at the Default Rate until paid in full. QRM shall have the right to require payment by credit card or by ACH bank draft. Non-receipt of any billing statement does not relieve Customer of the obligation to pay all charges due. All payments shall be made at the applicable Marina or as otherwise indicated on the statement. QRM shall have the right to board and measure the Boat for accurate billing purposes and shall have the right to charge the greater of the LOA length overall, Slip/Space length, or the square feet or the cubic feet of the Boat. The LOA shall include any bowsprits or pulpits, swim platforms or similar protuberances or extensions. This can be performed at any time before or after entering the marina premises.

(c) Quinnipiac River Marina has affixed to this agreement a schedule of fees for services rendered on the marina premises. These rates are subject to change and can be found by contacting QRM, visiting the QRM website or by reviewing posted signage. All service rates/fees are governed under the same terms and conditions listed above.

6. SECURITY DEPOSIT. Upon execution of any Marina Agreement, Customer shall pay the Security Deposit, if any, specified therein as partial security for Customer's performance of such Storage Agreement or for the costs of repair or replacement of any part of the Marina, the Marina equipment or property damaged by any Customer Party. If Customer is in default on payment(s) due under such Marina Agreement, then the applicable QRM Affiliate shall have the right to use such Security Deposit to satisfy such sum due or to defray any expense or damage incurred by reason of the default. Unless otherwise provided in the Marina Agreement, if Customer complies with all terms of such Marina Agreement, then within the earlier of 30 days after the termination or expiration of such Storage Agreement or the time required by Applicable Laws, the applicable QRM Affiliate shall return the Security Deposit thereunder to Customer, less any deductions made by such QRM Affiliate to pay or reimburse such QRM Affiliate for any costs, losses or damages to which such QRM Affiliate is entitled. QRM shall have the right to commingle the Security Deposit with other funds held by QRM. If any part of the Security Deposit is used by the applicable QRM Affiliate, Customer shall, within ten (10) days after receipt of notice, pay to such QRM Affiliate a like sum to replenish the Security Deposit. No interest shall accrue or be paid on Security Deposits.

7. GOOD REPAIR. Customer shall maintain the Boat in good, seaworthy and attractive condition and repair, **operable under its own power** ("Good Repair"), and operate the same in a careful and safe manner. If QRM determines, in its sole discretion, that the Boat is not in Good Repair, QRM shall have the right to immediately and without advance notice remove and relocate the Boat at the Marina or elsewhere at Customer's sole risk and expense. All customers and related boats, subject to the above, shall ensure the dock space around the boat is free and clear of ALL debris, materials, furniture, dock boxes or other obstacles. Ground tackle must be in well maintained condition which is the sole discretion of the Marina. The marina at its sole discretion has the right and authority to remove and replace any ground tackle, ropes, electrical connections, etc at the customers sole expense.

8. LIVE ABOARDS. No person may live aboard the Boat at the Slip/Space without the prior written consent of QRM, which may include additional charges.

9. PARKING. Customer agrees to park all Vehicles as directed by QRM. All parking of Vehicles shall be at the sole risk of Customer. At QRM's election, parking rights may be subject to a separate written agreement. QRM reserves the

right at any time to charge a separate fee for the parking of vehicles. Parking privileges will be immediately terminated and any access cards will be turned off/codes changed upon failure of Customer to pay any amounts due to QRM. All Vehicles on the Marina premises must be operational, currently registered and insured as required by Applicable Law. QRM shall have the right to tow any Vehicle parked in violation of this section at Customer's sole risk and expense. QRM shall have the right to issue parking permits and require that they be displayed so as to be visible from outside the Vehicle. Such permits may be used only by the Customer for the Vehicle for which it was issued.

10. INDECOROUS CONDUCT. Customer shall be responsible for the conduct and control of all Customer Parties. Indecorous conduct by a Customer Party that in QRM's opinion (i) is a nuisance, (ii) disturbs or interferes with the enjoyment of other Marina users (including the use of illegal drugs or becoming intoxicated), (iii) might cause harm to any person or property (including the Marina's reputation), or (iv) is abusive or inappropriate toward any person at the Marina, shall, at the option of QRM, be cause for immediate termination, without refund, of the Customer Agreement or any Marina Agreement(s).

11. OUTSIDE CONTRACTORS. If QRM permits outside contractors, subcontractors or other workers employed by Customer ("Contractors") to perform work for the Customer at a Marina, all Contractors must sign and comply with such Marina's contractor policy. All acts, conduct and omissions of Contractors shall be attributable to Customer and shall be considered the acts, conduct and omissions of Customer for all purposes under each the Customer Agreement and each Marina Agreement, and all Contractors shall be deemed Customer Parties. No outside contractor work may take place aboard the Boat or on any Marina's premises without the express written consent of QRM.

12. UTILITIES. Subject to availability, QRM may make electrical power, water, cable, Wi-Fi, trash removal, or refuse disposal (the "Utilities") available at any Slip/Space. QRM is not a utility or service provider. QRM does not warrant the availability or compatibility of the Utilities, and shall not be responsible for any damage or injury due to the interruption or unavailability of the Utilities nor shall such interruption or unavailability entitle Customer to any reduction or abatement of the Fees. QRM shall have the right to separately meter the Utilities and pass charges to the Customer based on this metered consumption at a rate established in the QRM Rate Sheet correlating with the season/term.

13. HOISTS AND RAMP. Use of hoists, mechanical boat lifts, or boat ramp, if provided or permitted at a Marina in QRM's sole discretion, shall be subject to the following provisions: (a) If Customer elects to install or use Customer's own hoist, Customer is solely responsible for all maintenance and repairs. QRM reserves the right, but is in no way obligated, to perform any repairs or maintenance related to the hoist/lift to preserve the integrity of the dock, waterway, or slip areas and keep the hoist in good working condition. Without limitation of any other rights or remedies, any such repairs or maintenance shall be billed to Customer without notice as Fees in any applicable monthly statement. Prior to installation, all hoists must be approved by QRM, which approval may be withheld in QRM's sole discretion. Approval may require Customer to deliver documents and specifications to QRM at Customer's sole expense. Permission to use a hoist is not a representation by QRM as to the safety or suitability of such hoist for Customer's intended use.

(b) If Customer is leasing the hoist from an QRM Affiliate, all repairs and maintenance shall be performed by such QRM Affiliate at no cost to Customer unless any such repairs are required as a result of improper use or operation of the hoist by a Customer Party. Any repairs or maintenance required as a result of improper use of operation of the hoist shall be billed to the Customer.

(c) Customer represents and warrants prior to the signing of this document that he or she fully understands his or her obligations in operating and using any hoist and shall not operate such hoist in a manner inconsistent with proper operational procedures of the hoist. Further, CUSTOMER SHALL NOT STORE A BOAT OR VESSEL ON THE HOIST/LIFT/RAMP WITH THE HULL DRAIN PLUG(S) REMOVED.

14. LAWS, RULES, AND REGULATIONS. Customer shall comply, and shall cause all Customer Parties and the Boat to comply, with all Applicable Laws and Rules. QRM reserves the right to alter, amend and modify any Rules at any time by posting a copy of the updated Rules at the applicable Marina, on the applicable Marina's website, or by furnishing a copy to Customer.

15. HAZARDOUS SUBSTANCES. Customer shall not (i) bring any hazardous waste or environmentally objectionable substances, including oil, gasoline or sewage ("Hazardous Substances") onto Marina premises without prior consent from QRM or (ii) release or permit to be released any Hazardous Substances on Marina premises. Customer shall be solely responsible for all costs, claims, damages and liabilities resulting therefrom, including the

costs of booms, absorbent pads, disposal of the Hazardous Substance, clean up oversight by governmental agencies and Marina personnel, natural resource damages, and any legal fees, costs and penalties incurred in defense of or in connection with any violations. Customer shall immediately report any such release to the appropriate government authorities and to the Marina manager and shall clean up any release of Hazardous Substances. Customer shall keep QRM informed daily of Customer's clean-up actions. If QRM is not satisfied with Customer's actions, QRM shall have the right to take any action it deems appropriate at Customer's expense. This provision is in addition to, and not in lieu of other environmental and liability limitation/exoneration terms herein and shall survive the termination or expiration of the Customer Agreement and any Storage Agreement(s). Customers shall not be permitted at any time to bring portable fuel tanks of any kind on the docks for any purpose and expressly for the purpose of refueling vessels, this is in accordance with State and local laws governing such. Any refueling activities must be completed at a certified gas pump or refueling station.

16. **INSURANCE.** Customer agrees to purchase and maintain insurance against such risks as Customer deems prudent and shall look only to said insurance for compensation or damages related to any losses regardless of responsibility, subject to the provisions of this section. At a minimum, Customer shall at all times during the term of each Marina Agreement, if required by such Marina Agreement, maintain, with an insurance company that is acceptable to QRM: (i) a Protection and Indemnity policy of insurance with limits of not less than \$500,000 and a deductible of not more than \$10,000 per occurrence, naming QRM Amenities Limited and its affiliates and subsidiaries as additional insureds, and (ii) a Hull and Machinery policy covering at least 100% of the present actual cash value of the Boat, with endorsements for extended perils, damage by fire, pollution and fuel spills, salvage and wreckage removal, vandalism and burglary. Such limits of insurance are minimum requirements only and are not intended in any way to limit the insurance available under such insurance policies or Customer's liability. Upon execution of each Storage Agreement and as requested by QRM from time to time, Customer shall provide QRM with a certificate of insurance evidencing required coverage and shall produce evidence of the renewal of the policies no later than 30 days prior to their expiration. All policies of insurance shall require 30 days' advance notice by the insurance company to QRM of any amendment or cancellation. Customer specifically waives all rights of recovery against the QRM Parties. Where the policy permits a waiver of subrogation where required by written contract, Customer specifically waives, on behalf of Customer and Customer's insurers, all rights of subrogation against the QRM Parties. Without limitation of any other terms contained in this Customer Agreement or any Marina Agreement, the provisions of this section shall survive notwithstanding the termination or expiration of any this Customer Agreement or any Marina Agreement(s) for as long as the Boat remains on Marina premises.

17. **HOLDOVERS.** If the Boat remains in the Slip/Space following termination or expiration of the applicable Marina Agreement, the Boat shall be regarded as a trespasser, and, without waiving objections to such trespass, fees shall accrue at the highest rate then charged for comparable slips or spaces at the Marina, beginning the day following the termination or expiration of the Storage Agreement until the Boat is removed from the Marina (the "Holdover Period"); provided, however, if the foregoing calculation of holdover fees is not permitted by Applicable Law, then during the Holdover Period fees shall accrue at a rate equal to 200% of the rate payable under the applicable Marina Agreement, prorated on a daily basis. QRM shall have the right to relocate the trespassing Boat to any other slip or space or other area at the Marina or haul the Boat from the Marina for storage at another facility (all at Customer's sole cost), without incurring any liability for damages or losses from such action, and such action shall not affect the fees payable pursuant to the terms of this section. The terms of this section shall survive notwithstanding the termination or expiration of this Customer Agreement or any Marina Agreement(s).

18. **ABANDONMENT.** If for any reason the Boat is not removed from the applicable Marina within 60 days of the date of termination of the applicable Marina Agreement, the Boat shall be conclusively regarded for all purposes as having been abandoned. The Boat shall also be conclusively deemed abandoned if any Fees are two or more months in arrears. Notwithstanding the foregoing, if Customer notifies the applicable QRM Affiliate in writing that the Boat has not been abandoned, then the Boat shall not be deemed abandoned unless Customer fails to remove the Boat from the Marina within 30 days of the date of such notice. If the Boat is deemed abandoned as provided herein, QRM shall have the right, without liability, to dispose of the Boat in any manner and by any means, including but not limited to destruction, public or private sale, or any other means (each, an "Abandoned Boat Disposal" in accordance with DEEP provisions).

19. **SECURITY.** QRM shall have the right, but is not required, to retain the services of security personnel, install and operate monitoring cameras or otherwise provide security features. Customer agrees and consents to the recording of the Customer Parties and the Boat by any security system or monitoring cameras. Such security is

provided solely for QRM's benefit, including, but not limited to, the protection of QRM's property, and QRM assumes no responsibility for the personal safety of the Customer Parties, or for the safety of the Boat or any other vessels or their respective appurtenances or any other property.

20. PHOTOGRAPHS. The Marina staff shall have the right, and QRM shall have the right to permit others, to take photographs and pictures of customers and Boats (including Customer Parties on the Boat), and QRM shall own all right, title and interest, including copyrights, in an to all such photographs and pictures. Customer irrevocably grants to QRM, on behalf of Customer and all other Customer Parties, the right to use such photographs and pictures for any purpose in connection with QRM's business, including for purposes such as advertising and display, in all media by any means or method without further notification or compensation.

21. WEATHER. If permitted by Applicable Law, QRM shall have the right to require Customer to vacate the Slip/Space or Marina due to Hazardous Weather or Natural Disaster Conditions; provided, however, QRM is not obligated or required to provide any protection or alternative location to the Boat or its occupants in the event of Hazardous Weather or Natural Disaster Conditions. Customer acknowledges and agrees that it is Customer's sole responsibility to take whatever measures are necessary to prevent the possibility of damage in such conditions and that QRM is not responsible in any manner for any damages to Boat or Customer Parties as a result of hazardous weather, regardless of preventative measures taken by Customer or any action taken by QRM.

22. BOARDING AND REMOVAL OF BOATS. In case of emergency (as determined by QRM), QRM is authorized to do whatever QRM deems reasonably appropriate without advance notice and without incurring any liability for damages or losses from such action or inaction. Customer agrees to pay for any work done by QRM. **Customer agrees to have a working automatic bilge pump on the Boat at all times, connected to one or more fully charged batteries.**

23. RELOCATION. QRM reserves the right to relocate the Slip/Space or the dock on which the Slip/Space is located. Customer agrees, if notified by QRM of any relocation required in connection with the foregoing sentence, to move the Boat to the newly designated Slip/Space within seventy two (72) hours following receipt of such notice. If Customer fails to move the Boat to the newly designated Slip/Space within seventy-two (72) hours following tender of such notice, then QRM shall have the right to move the Boat to the new Slip/Space on Customer's behalf and at Customer's cost and risk. QRM shall have the right to move or relocate the Boat to accommodate normal marina operations, repairs or special events.

24. CONSTRUCTION AND RENOVATION. QRM shall have the right, from time to time, to cause an interruption of the Utilities or require relocation of the Boat to facilitate maintenance, replacement or improvements to the Marina or any other reason. In such event, the Boat may not be accessible and QRM shall have the right to require Customer to move the Boat to a less desirable location or secure the Boat to another vessel. QRM shall provide Customer at least five (5) days' prior written notice of any relocation of the Boat required under the terms of this section. If Customer is living aboard the Boat and the Boat is inaccessible during a circumstance described in this section, QRM shall have no obligation to provide Customer or anyone else living aboard the Boat with alternate living accommodations, or to reimburse Customer for any costs associated with an inability to live aboard the Boat during such periods. QRM shall have the right to assign the Boat to any Slip/Space it deems suitable after completion of any work described in this section.

25. DEFAULT/REMEDIES. The parties agree that all terms and conditions herein are material and fundamental, and that in the event of a breach by Customer of any of the terms or conditions of this Customer Agreement, any Marina Agreement(s) or any other written agreement between QRM and Customer, including any Rules, QRM shall have the right to immediately terminate this Customer Agreement or any Marina Agreement(s) (except as otherwise provided herein), without refund, by notice to Customer. In the event of such a termination, Customer shall immediately pay all sums due and payable to each applicable QRM Affiliate and remove the Boat and any other personal property of Customer from the applicable Marina(s). Notwithstanding the above, QRM shall have the right to elect, at its sole discretion, to provide notice of an opportunity to correct such breach on the terms and conditions set forth in such notice. In the event of any such breach by Customer, QRM shall also have the right to disable key cards, change locks/codes and otherwise restrict access to the Boat or other personal property of Customer at the Marina; provided, however, if access is restricted Customer shall be permitted entry by requesting access at the Marina office.

26. REPRESENTATIONS AND WARRANTIES. QRM MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, including as to (i) the condition of the QRM Equipment, the Slip/Space or the Marina (including floats, walkways, gangways, ramps, equipment and related items) or (ii) the suitability of the QRM Equipment, Slip/Space,

Utilities, or the Marina for Customer's intended purposes, and undertakes no duty to advise any Customer Party of any hazardous conditions. QRM expressly disclaims any safe berth or port representation or warranty and any representations or warranties relating to the channels or approaches leading to or from the Marina.

27. LIABILITY AND INDEMNITY. (a) All risk of loss and damage to property and of personal injury or death shall be upon the Customer, and Customer shall be responsible for and shall promptly, upon demand, pay QRM for any costs or damage incurred by QRM or others due to acts or omissions of the Boat or the Customer Parties. Customer agrees that the QRM Parties shall not have any liability of any kind to the Customer Parties or any other party claiming by, through or under Customer for, and Customer, on behalf of Customer and all such parties, hereby forever releases the QRM Parties from any claim or responsibility for, and forever waives the right to assert, make or commence any claim, demand, action or proceeding in respect of or in connection with, the following, no matter how occurring: (i) any injury to persons (including death), (ii) damage to or destruction, loss, loss of use, or theft of any property (including the Boat), or (iii) damages of any other kind (each of the foregoing, a "Loss"), no matter how such Loss was caused, including whether caused by casualty, electrical shock, electrical shock drowning, interruption of or interference with utilities, theft, fire, actions of third parties, collision, allision, chafing, dock maintenance or faulty repair, relocation of the Boat, side-tying or rafting the Boat with other vessels, inaccessibility of the Boat, or any other matter or cause (including any Hazardous Weather or Natural Disaster Condition or act of God), EVEN IF SUCH CLAIMS AROSE OUT OF OR IN CONNECTION WITH THE NEGLIGENCE OR FAULT OF THE QRM PARTIES, BUT NOT TO THE EXTENT CAUSED BY THE SOLE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE QRM PARTIES, WHICH MAY NOT BE PRESUMED AND MUST BE AFFIRMATIVELY ESTABLISHED. The foregoing limitations on liability shall be enforceable to the maximum extent permitted under Applicable Laws. In the event Applicable Laws do not permit the exclusion of liability, liability shall be limited to the minimum amount permissible under Applicable Laws.

(b) Customer shall at all times indemnify, hold harmless, protect, and, at the written request of QRM, defend the QRM Parties from and against any and all claims, demands, causes of action, suits, judgments, damages, injuries, liabilities, losses, costs, fees and expenses of any nature, kind or description, including, without limitation, attorneys' fees (collectively, "Damages"), directly or indirectly arising out of, related to, caused by, resulting from, incurred by or suffered by, whether in whole or in part: (i) any Customer Party or other persons, including in the event of any death thereof; (ii) any property, Boat or Vehicle (including the presence of a Boat or Vehicle at the Marina, or any Customer Party's use of a Boat or Vehicle); (iii) theft, fire, collision, allision, chafing, dock maintenance or faulty repair, or by reason of any other cause; (iv) any Customer Party's use of the QRM Equipment, the Marina or the areas in, on or around a Boat, the Slip/Space, the dock areas, basins, the walks, floats, ramps, gangways, convenience facilities, parking areas, walkways, and roads in, around and leading to and around the Marina premises; (v) any activity, work or other things done, permitted or suffered by the Customer Parties; (vi) any alleged or actual breach or default by Customer of any QRM Agreement; (vii) any act, omission, negligence or misconduct of any of the Customer Parties; (viii) any damage to a Customer Party's or third party's property; or (ix) any Abandoned Boat Disposal, including but not limited to surveying costs, disposal costs, storage costs, legal fees and claims by mortgage lien holders. The QRM Parties shall in all events retain the right to complete control over the defense and settlement of any and all third party claims, demands, actions, lawsuits, litigation or proceedings related in any way to, or arising from, any of the foregoing (collectively, "Claims"). Customer shall reimburse the QRM Parties on demand for any Damages incurred.

(c) THE OBLIGATIONS OF CUSTOMER UNDER THIS SECTION SHALL BE ENFORCEABLE EVEN IF DAMAGES OR CLAIMS ARISE OUT OF OR IN CONNECTION WITH THE NEGLIGENCE OR FAULT OF THE QRM PARTIES, BUT NOT TO THE EXTENT CAUSED BY THE SOLE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE QRM PARTIES, WHICH MAY NOT BE PRESUMED AND MUST BE AFFIRMATIVELY ESTABLISHED.

(d) Customer acknowledges and agrees that under no circumstances shall Customer be entitled to special, indirect, incidental, consequential (including, but not limited to, loss of use, lost profits, loss of financing, and loss of goodwill), or punitive damages, and Customer waives and releases all claims for such damages. Customer further acknowledges and agrees that QRM's partners, officers, Customers, managers, affiliates, shareholders, directors, employees, and agents have no liability to Customer with respect to any of the provisions of any QRM Agreement.

(e) The terms of this section shall survive notwithstanding the termination or expiration of any QRM Agreement(s).

28. LIEN. Customer hereby grants to QRM a lien on the Boat for any fees or damages payable under any QRM Agreement which are not paid to QRM when due, and QRM shall have the right to pursue all legal and equitable remedies to perfect and foreclose said lien, including but not limited to chaining or locking the Boat. The right of

enforcement of the lien herein granted to QRM shall be in addition to any and all other rights and remedies available to QRM hereunder or in connection herewith and shall not in any manner alter, waive or abrogate Customer's personal liability hereunder. To secure the lien rights granted herein, QRM shall have the right to file one or more financing statements in the jurisdiction of Customer's residence as that jurisdiction appears on the certificate of title to the Boat or an equivalent document. THIS AGREEMENT INCORPORATES BY REFERENCE FEDERAL STATUTE 46 U.S.C., § 31342 (A/K/A THE COMMERCIAL INSTRUMENTS AND MARITIME LIEN ACT) UNDER WHICH QRM MAY FORECLOSE ITS LIEN ON CUSTOMER'S BOAT IN THE EVENT OF NON-PAYMENT OF THE FEES DUE AND PAYABLE HEREUNDER. THE RIGHTS AVAILABLE TO QRM UNDER SAID STATUTE ARE IN ADDITION TO ANY AND ALL OTHER RIGHTS WHICH QRM HAS AVAILABLE TO IT UNDER THIS AGREEMENT OR OTHERWISE AT LAW AND/OR INEQUITY.

29. MASTER LEASE. If a Marina is adjacent to or connected with a body of water over which a private entity or federal, state or local governmental authority with whom QRM has entered an agreement pertaining to the use of the land or water by QRM (each, a "Master Lease"), then the terms of the Master Lease are incorporated by reference into all QRM Agreements concerning such Marina and shall apply to Customer with the same force and effect as QRM. Each QRM Agreement shall be subject and subordinate to the Master Lease, if any, for the applicable Marina. If there are any conflicts or inconsistencies between the applicable QRM Agreement and the Master Lease, the Master Lease shall govern and control. Notwithstanding the foregoing, nothing in any QRM Agreement gives Customer any direct or third party interest in, or rights under, any Master Lease.

30. AFFILIATE TRANSFER; SALE; AND ASSIGNMENTS. Notwithstanding anything in any QRM Agreement to the contrary, any QRM Affiliate shall have the right to transfer or assign (in whole or in part) the rights, duties and obligations of QRM under any QRM Agreement to any other QRM Affiliate(s) or to any party that purchases or assumes operational control of the applicable Marina at any time without the consent or approval of Customer. In the event of any such transfer or assignment (in whole or in part) to any other QRM Affiliate, the assigning QRM Affiliate shall have the right to continue to collect and receive all or any portion of the amounts payable by Customer under the transferred or assigned QRM Agreement as agent for and on behalf of such affiliate-transferee/assignee and notify Customer thereof in writing. **Without QRM's written consent, Customer may not sublet, transfer, or assign any QRM Agreement, or the right to use the Slip/Space or any QRM Equipment. Any attempt to sublet, transfer, or assign any QRM Agreement without QRM's prior written consent shall be void.**

31. FORCE MAJEURE. QRM shall not be liable for any failure or delay in performance of its obligations under any QRM Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God, earthquakes, fires, floods, high winds, wars, civil or military disturbances, acts of terrorism, sabotage, strikes, pandemics or epidemics, quarantines, restrictions by governmental authorities, riots, power failures, computer failure or any other circumstances determined by QRM to be beyond its reasonable control and which render the full or partial performance of such QRM Agreement illegal, impossible, or impracticable (including commercially). In the event the Slip/Space is damaged or destroyed, QRM shall have no obligation to rebuild or restore the Slip/Space or provide a replacement slip or space for the Boat.

32. NOTICES. Except as otherwise expressly provided in the applicable QRM Agreement, all notices shall be in writing and shall be deemed to be given (i) when personally delivered to the other party; (ii) five (5) days after deposit in the mail, postage prepaid, addressed to the other party, and sent by Certified Mail; or (iii) with respect to notice to Customer, when sent via email to Customer or when affixed to the Boat. Customer is responsible for informing QRM of any changes to Customer's current address, email address or phone number. Notices to the Customer shall be delivered to either the mailing address or email address listed in the section titled Customer Information (which addresses Customer may change by 10 days' written notice to QRM) or at the Slip/Space. Notices to QRM under any QRM Agreement shall be delivered to the physical address of the applicable Marina, with a required copy by email to quinnipiacrivermarina@yahoo.com.

33. MAST AND INSTRUMENTS. (a) Marina will not be responsible for instruments at the top of the mast. Sailboats stored with the mast in must have all halyards properly tied off to minimize noise to our residential neighbors. There is an extra charge for sailboat launching and hauling, reference QRM Price List for details.

34. GUESTS: (a) Guests are only allowed on boats if the owner is on their Vessel. Vessel Owners are required to meet any and all guests at the gate and escort them to the vessel, the gate code MUST NOT be given out to any visitors. (b) Subletting, operating short term rentals, or otherwise offering boats to the public is forbidden without express written consent from QRM and violation will be subject to termination of contract and expulsion from the dock. (c)

Any customer wishing to have a guest stay for a period of more than 24 hours on the premises must fill and complete a customer contact form for the guest upon arrival. (d) any guest under the age of 12 years old are required to be accompanied by a parent or guardian and must be always furnished with a personal flotation device (PDF) while on the dock. (e) Customers and guests with pets are permitted, however pets must be leashed and curbed at all times. Customers are expressly responsible for cleaning up after their pets and disposing of waste properly.

35. WASTE: The marina has furnished the property with appropriate waste receptacles (Dumpsters) for the use of the marina and its customers. It is the express obligation of the customer to utilize these waste receptacles for any and all waste generated by the customer or their guests while on the property or docks. All waste must be removed from each vessel daily and placed in the waste receptacle provided. Household waste is only acceptable, wood, furniture, building materials, electronics, tires, equipment or other large, bulky items may not be disposed of on site and the Customer at their sole expense and obligation must arrange for removal and disposal in a timely manner.

36. FINAL AGREEMENT; OTHER. (a) With respect to the interpretation of each QRM Agreement, (i) the section and paragraph captions shall not be considered in the construction or interpretation thereof, (ii) the singular includes the plural and the plural includes the singular and the masculine gender includes the feminine and neuter and vice versa, (iii) "or" means "and/or", (iv) "including" or "include" means "including without limitation", and (v) unless otherwise specified, when exercising its right to approve or consent to an action, a party is entitled to withhold or condition such consent or approval in its sole and absolute discretion, and any consent or approval of a party shall not be deemed given unless it is given in writing by an authorized signatory of that party. (b) QRM's rights and remedies are cumulative, and pursuit of any remedy is not an election of remedies or a waiver of any other remedies. No waiver or forbearance of a breach of contract shall be construed as a waiver or forbearance of any subsequent breach. The acceptance of any performance or the payment of any amounts after the same has become due or at a time when any other default exists shall not constitute a waiver of the right to demand payment of all other amounts owed or a waiver of any other default then or existing thereafter. If any provision of an QRM Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited and the remainder of such QRM Agreement shall continue in full force and effect. No QRM Agreement may be amended, modified or supplemented or added to except by an agreement in writing signed by the parties to such QRM Agreement or their respective. successor(s) in interest, exclusive of email communications. This Customer Agreement and the exhibits attached hereto, if any, contain all of the agreements of the parties, both written and oral, with respect to any matter covered or mentioned in this Customer Agreement, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

(c) Customer represents and warrants that (i) Customer is not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control of the Department of the Treasury ("OFAC"); (ii) Customer is currently in compliance with and shall at all times during the Customer Term remain in compliance with the regulations of OFAC; and (iii) Customer shall not use funds which Customer receives from any "Prohibited Person" (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to QRM under any QRM Agreement. Customer further represents and warrants that Customer has the right, power and authority to (i) enter into this agreement and all other QRM Agreements; (ii) grant the rights given by Customer under this agreement and all other QRM Agreements; and (iii) fulfill Customer's obligations under this agreement and all other QRM Agreements.

(d) If the Customer is an entity, the person signing below affirms that he/she has full authority to bind the Customer to this agreement, by corporate action if required, and that such person (signing this agreement) PERSONALLY GUARANTEES performance of the payment and all other contractual obligations of the Customer. If the person signing this agreement is an agent of Customer, including a captain, such person represents that he/she has the authority to bind the Customer, and that he/she shall personally guarantee performance of payment and all other contractual obligations of the Customer in the event that he/she does not actually have such authority to bind the Customer.

(e) If more than one party signs an QRM Agreement as Customer, all of such parties shall be jointly and severally liable for the performance of all obligations as the Customer thereunder and shall be bound by such QRM Agreement. Unless QRM is notified by Customer in advance in writing to the contrary, anyone in possession of or apparent charge of the Boat shall be deemed to have the authority to act on behalf of Customer and QRM shall be

entitled to accept and act in reliance upon orders or requests by such persons for services, supplies, work, labor and other material of any kind for the benefit of Boat or Customer.

(f) Each QRM Agreement may be executed in one or more counterparts, including facsimile signatures (e.g., pdf. files transmitted by email) or digital signatures affixed to electronic counterpart signature pages using digital signature software that electronically captures, or allows a signatory to adopt, an identifying mark as such person's signature to the applicable agreement (e.g., DocuSign). The parties intend that such electronic signatures shall constitute original signatures and be binding upon the parties.

(g) Each QRM Agreement shall be binding upon and inure to the benefit of the parties thereto and their respective heirs, executors and administrators and permitted successors and assigns.

(h) Neither this agreement nor any other QRM Agreement constitutes the granting of any ownership interest to the Slip/Space or any of the facilities at the Marina. Customer shall not pledge any QRM Agreement as security or record any QRM Agreement or any memorandum as a real property record with any clerk of court, administrative agency or otherwise present such as holding a legal interest to real or intangible property.

(i) In the event Customer and QRM disagree regarding any interpretation of any QRM Agreement, or their respective rights thereunder, the issue shall be decided by QRM in its sole discretion, and Customer shall be obligated to perform in accordance with QRM's determination, subject to Customer's right to make a claim. Failure of Customer to follow QRM's determination as required hereunder shall constitute a material breach regardless of whether Customer is ultimately determined to have been correct in its contentions, it being understood that continued performance by Customer shall not be interfered by any dispute or controversy between Customer and QRM.

G) If either party defaults under an QRM Agreement, the other party shall be entitled to recover all costs incurred, including attorneys' fees, in enforcing or protecting its rights. Each Storage Agreement shall be governed by the laws of the State where the applicable Marina is located without giving effect to any choice or conflict of law provision or rule. Claims or disputes between QRM and Customer arising out of or relating to any QRM Agreement shall be resolved by either arbitration or litigation in QRM's sole discretion. Customer shall be advised of QRM's election within forty-five (45) days after the filing of any complaint or demand. Customer consents to the dismissal of any action following QRM's election.

(k) CUSTOMER AND QRM HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR ITS SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS QRM AGREEMENT OR THE RELATIONSHIP OF QRM AND CUSTOMER. THIS WAIVER BY THE PARTIES HERETO OF ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY HAS BEEN NEGOTIATED AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN.

(l) Nothing in any QRM Agreement shall be construed to create a joint venture, partnership, or employee/employer relationship. Customer shall have no express or implied right or authority to assume or create any obligations on behalf of QRM or to bind QRM to any contract, agreement or undertaking with any third party.

Customer acknowledges that Customer has read and fully understands this Customer Agreement, including without limitation the Rules, which are incorporated by reference. Customer certifies that the information provided herein is correct and agrees to promptly notify QRM in the event of changes to such information. For as long as any Boat is in a Marina, copies of the current registration or documentation for such Boat and certificates of current insurance policies are required to be kept at such Marina's office.

Customer and QRM have duly executed this Customer Agreement as of the day and year written below.

Name: _____ Date: _____ Signature: _____

Authorized Representative: _____ Date: _____

CREDIT CARD PAYMENT AUTHORIZATION FORM

Please sign and complete this form to authorize the above-mentioned company to make a one-time charge to your credit card listed below. **This form is REQUIRED to be completed regardless of how the slip or related services will be paid. Customer has the right to pay any and all bills via cash, check, credit card or ACH transfer and is in no way required to make payments via credit card.**

By signing this form you give us permission to debit your account for the amount indicated on or after the indicated date. This is permission for any related charges that may derive as a result of your Customer Agreement, Marina Agreement, Labor/Services rendered or utilities consumed, and does not provide authorization for any unrelated charges or credits.

PLEASE COMPLETE THE FORM BELOW:

I _____ authorize QRM Amenities Limited to charge my credit card account indicated below for _____ on or after _____. This payment is for _____.

Billing Address: _____

City, State, ZIP: _____

Phone Number: _____

Email: _____ Receive Receipt Via Email? _____

Account Type: Visa ___ Mastercard ___ AMEX ___ Discover ___

Cardholder Name: _____

Card Number: _____

Expiration: _____ CVV: _____

Signature: _____ Date: _____

I authorize the above-named business to charge this credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services described above, for the amount indicated above or in related to outstanding invoices rendered by the company. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.

QRM Summer 2023 Rate Sheet

Summer Season 2023	
Dock A	\$ 85.00
Dock B	\$ 90.00
Dock C	\$ 95.00
Dock D	\$ 95.00
Dock E	\$ 55.00
Dock F	\$ 75.00
Dock G	\$ 75.00
Dock H	\$ 95.00
Sea Doo Summer	\$ 450.00
Sea Doo Trailer	\$ 150.00

Summer 2023 Quinipiac River Marina Initial _____

Summer 2023 Storage ContractQuinnipiac River Marina309 Front Street, New Haven CT

Quinnipiacrivermarina@yahoo.com

+1-203-777-3625

Trailer Storage	\$ 350.00
Power Wash light	\$ 75.00
Power Wash med	\$ 100.00
Power Wash heavy	\$ 150.00
land working on boat	\$ 65.00
Summer Dry storage	\$ 50.00
Storage of Pots/month	\$ 75.00
Lifts/haul	
0-25 ft	\$ 75.00
25 to 30 ft	\$ 75.00
35 to 40	\$ 100.00
Sailboat lifts start	\$ 150.00
Kilowatt hours	.35/kwhr
Labor Rate	\$ 65.00
Emergency Rate	\$ 100.00
Ramp usage	\$ 25.00
ramp permit	\$ 125.00
Winterization	
per schedule	
Kayak single	\$ 35.00
Kayak Double	\$ 45.00
Canoe	\$ 45.00
Kayak storage W/S	\$ 150.00
Transient	\$50/day

Summer 2023Quinnipiac River Marina Initial_____