

## WINTER BOAT STORAGE AGREEMENT

**BETWEEN UPPER SARANAC MARINA ("Lessor") AND**

LESSEE: _____	Home Phone _____	Bus. Phone _____	Date _____
Permanent Address: _____	City _____	State _____	Zip _____
Summer Address: _____	City _____	State _____	Zip _____

**THIS IS AN AGREEMENT TO PROVIDE STORAGE, SOLEY AT THE LESSEE'S RISK.**

<input type="checkbox"/> <b>BOAT:</b>	Make _____ Model _____ Type _____ Year _____ Registration No. _____ Name on Boat _____ Length O/A _____ Beam (Width) _____ Draft _____
<input type="checkbox"/> <b>MOTOR:</b>	Make _____ Type/Model _____ Year _____ Serial No _____ Tank Capacity _____ HP _____ Fuel Type <input type="checkbox"/> Straight <input type="checkbox"/> Mix
<input type="checkbox"/> <b>TRAILER:</b>	Make _____ Length _____ Color _____ License Plate No. _____ State _____

STORAGE REQUESTED	SERVICES REQUESTED
<input type="checkbox"/> INDOOR STORAGE <input type="checkbox"/> OUTDOOR STORAGE	
<b>CHARGES</b>	
Indoor Storage:                              \$ <u>  1000.00  </u>	<input type="checkbox"/> Pull Boat    \$ _____
Outdoor Storage:                                \$ <u>  350.00  </u>	<input type="checkbox"/> Launch Boat     \$ _____
Shrink Wrap: <u>  1  </u> ft. @ <b>\$23.00</b> = \$ _____	<input type="checkbox"/> Pick Up     \$ _____
Other _____ : \$ _____	<input type="checkbox"/> Deliver    \$ _____
SUBTOTAL:    \$ _____	<input type="checkbox"/> Wash Boat (Exterior)     \$ _____
TAX:    \$ _____	<input type="checkbox"/> Wash Boat (Interior)    \$ _____
TOTAL CHARGES:    \$ _____	<input type="checkbox"/> Winterize     \$ _____
Payable as Follows: <input checked="" type="checkbox"/> In Full <input type="checkbox"/> In Advance	<input type="checkbox"/> Lube    \$ _____
<b>WE DO NOT ACCEPT AMEX</b>	<input type="checkbox"/> Change Oil & Filters     \$ _____
CC#: _____ EXP _____ SEC _____	<input type="checkbox"/> Summarize    \$ _____
LESSEE AGREES THAT ALL CHARGES FOR SPACE RENTAL, REPAIRS, GAS, OIL, HARDWARE, ACCESSORIES OR ANY OTHER SERVICES OR MATERIALS ACCRUING UNDER THE TERMS OF THIS CONTRACT SHALL GIVE THE LESSOR A VALID LIEN UPON LESSEE'S BOAT AND/OR MOTOR AND THAT NO BOAT SHALL BE REMOVED FROM THE LESSOR'S PREMISES UNTIL ALL CHARGES ARE FULLY PAID.	<input type="checkbox"/> Shrink Wrap & Outdoor Storage     \$ _____
	<input type="checkbox"/> Indoor Storage    \$ _____
	<input type="checkbox"/> _____ \$ _____
	<input type="checkbox"/> _____ \$ _____
	<input type="checkbox"/> _____ \$ _____
	<input type="checkbox"/> _____ \$ _____
	<b>TOTAL SERVICES    \$ _____</b>
	Service Requested and Authorized By: LESSEE _____ Date: _____
INTEREST AT THE RATE OF 1.5 % PER MONTH (ANNUAL PERCENTAGE RATE 18 %), WILL BE ADDED ON ALL PAST DUE ACCOUNTS. AN ACCOUNT IS PAST DUE 30 DAYS FOLLOWING DUE DATE.	

**ORDER FOR PLACEMENT IN STORAGE**

- LESSEE will deliver boat to LESSOR'S place of business at the address shown above for placement in dry storage.
- LESSEE requests that LESSOR remove boat from wet storage solely at LESSEE'S risk, and place in dry storage.
- LESSEE requests that LESSOR pick up the above described unit or rig at \_\_\_\_\_

and transport to LESSOR'S place of business for placement in storage.

IT IS UNDERSTOOD AND AGREED THAT TRANSPORT OF THE UNIT OR RIG SHALL BE ENTIRELY AT LESSEE'S RISK.

**EXPIRATION OF RENTAL AGREEMENT**

LESSEE agrees to remove their boat or rig from dry storage within 30 days of request by LESSOR. Boats not removed by this date shall, at the option of the LESSOR, be charged rent on a daily basis of 125% of LESSOR'S posted daily rate for wet storage per day for each day or portion thereof the space is occupied. In the event non-removal of the boat or rig presents a hazard to other persons or property, or interferes with normal marina operations, LESSOR shall reserve the right to move the boat or rig to another location AT LESSEE'S RISK AND LESSEE AGREES TO PAY ALL COSTS INVOLVED IN THE REMOVAL OF SAID BOAT OR RIG.

LESSEE authorizes LESSOR to remove boat from dry storage upon termination of this rental agreement and place boat in wet storage.

**Special Terms and Conditions (if any)**

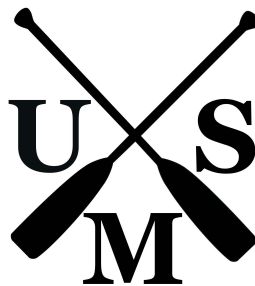
IT IS AGREED THAT THIS CONTRACT IS PERFORMABLE AND VENUE SHALL BE IN FRANKLIN COUNTY, STATE OF NEW YORK. ALL NOTICES REQUIRED BY THIS LEASE OR AT LAW SHALL BE TO THE ADDRESSES STATED HEREIN. LESSEE'S CERTIFY THAT THE PRINTED MATTER ON BOTH FRONT AND BACK OF THIS AGREEMENT HAS BEEN READ AND THE TERMS AND CONDITIONS SET FORTH HEREIN ARE FULLY UNDERSTOOD.

I (WE) ACKNOWLEDGE A COPY OF THIS AGREEMENT

LESSOR: UPPER SARANAC MARINA

Accepted by: \_\_\_\_\_  
Principal Lessee

By: \_\_\_\_\_ Accepted by: \_\_\_\_\_  
Lessee



**THIS SPACE LEASE AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

- 1. INSURANCE: THE LESSOR DOES NOT CARRY INSURANCE COVERING THE PROPERTY OF THE LESSEE. THE LESSOR WILL NOT BE RESPONSIBLE FOR ANY INJURIES OR PROPERTY DAMAGE RESULTING, CAUSED BY, OR GROWING OUT OF THE USE OF THE FACILITIES OF LESSOR AND LESSEE DOES HEREBY RELEASE AND DISCHARGE THE LESSOR FROM ANY AND ALL LIABILITY FROM LOSS, INJURY (INCLUDING DEATH), OR FOR DAMAGES TO PERSONS OR PROPERTY SUSTAINED WHILE IN OR ON THE PREMISES OF LESSOR, INCLUDING FIRE, THEFT, VANDALISM, WINDSTORM, HIGH OR LOW WATERS, HAIL, RAIN, ICE, COLLISION OR ACCIDENT OR ANY OTHER ACT OF GOD. LESSEE AGREES TO KEEP THE BOAT FULLY INSURED WITH COMPLETE MARINE INSURANCE, INCLUDING HULL COVERAGE AND/OR LIABILITY INSURANCE. LESSEE AGREES TO HOLD LESSOR HARMLESS AND TO DEFEND LESSOR AGAINST ALL CLAIMS OR DAMAGES THAT MIGHT RESULT FROM OR BE OCCASIONED BY LESSOR'S STORAGE OF LESSEE'S BOAT, MOTOR OR OTHER EQUIPMENT.**
- 2. ELIMINATION OF HAZARDOUS MATERIALS:** Cooking, smoking or the use of any open flame is prohibited inside or outside of boat in dry storage area. All nonpermanent gas tanks, containers of liquid or gaseous fuels, solvents, flares, matches or any other inflammable materials must be removed before placement in dry storage. No combustible or dangerous materials will be allowed to collect in or around boat at any time. The LESSEE further agrees to keep storage area free and clear of all gear, tackle and other obstructions. FIRE EXTINGUISHERS IN GOOD WORKING ORDER MUST BE ON BOARD.
- 3. SURVEY AND INSPECTION:** The LESSEE authorizes LESSOR to thoroughly survey the boat for fire hazards at hauling or prior to moving to dry storage. LESSEE understands that this regulation is formulated, enforced and conducted solely for the protection of LESSOR. The promulgation and enforcement of these rules and regulations, the conducting of a survey, the failure to require or fully perform a survey with respect to other LESSEE(S) will not subject LESSOR to any duty or liability to the LESSEE with respect to fire or explosion prevention or detection. In general, any survey will be solely at the discretion of the LESSOR.
- 4. REMOVAL OF PERSONAL PROPERTY:** The LESSEE should remove any personal property from boat prior to dry storage. IT IS UNDERSTOOD AND AGREED THAT LESSOR WILL NOT BE RESPONSIBLE FOR ANY ITEMS OR PERSONAL PROPERTY LEFT IN BOAT.
- 5. PROTECTIVE COVERING:** The LESSEE 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 LESSOR.
- 6. SPACE RENTAL FEES:** 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.
- 7. If LESSEE becomes delinquent in rental payments, the LESSEE being properly notified of such delinquency as may be required by law; the LESSOR shall have the right to take over the property of the LESSEE and to secure the property to the space occupied, or store it at another location. LESSEE AGREES THAT IN THE EVENT SUIT IS BROUGHT IN BEHALF OF THE LESSOR AGAINST THE LESSEE TO COLLECT ANY AMOUNTS DUE OR TO BECOME DUE HEREUNDER, OR TO ENFORCE LESSOR'S LIEN ON THE PROPERTY OF LESSEE, THE LESSEE SHALL PAY THE LESSOR'S REASONABLE ATTORNEY FEES FOR SUCH SUIT OR COLLECTION PLUS COSTS, AS PROVIDED BY LAW, OR TO TAKE ANY OTHER REMEDIES AVAILABLE TO LESSOR UNDER THE LAW.**
- 8. Should any term or condition of this Space Rental Agreement be held void or unenforceable, then that term shall be deemed severed from this Agreement and the enforceability of the remainder shall not be affected and will remain in full force and effect.**
- 9. RULES AND REGULATIONS:** The rules and regulations contained herein and as posted in the office or on the grounds by LESSOR are for the safety and welfare of all who use the facilities. It is further understood and agreed that at all times while boat is stored, the LESSEE and/ or their guests shall become subject to all rules and regulations formulated by LESSOR. LESSEE agrees that all duly posted rules and regulations are reasonable, that LESSEE has read and understands said rules and regulations, and further assumes the responsibility to see that his guests will obey the rules.
- 10. Any infraction of the rules and regulations contained herein or as posted in the office shall, at the option of LESSOR, cancel this Space Rental Agreement upon proper notice to LESSEE, and the LESSEE shall remove his boat or rig from the premises.**
- 11. The LESSOR shall not be responsible for delays in hauling, winter layup, commissioning or launching due to bad weather or for any other reasons.**
- 12. ENTIRE AGREEMENT:** This agreement contains the entire understanding between the LESSEE and the LESSOR and no other representation or inducement, verbal or written, has been made which is not contained in this agreement.