

UPPER SARANAC MARINA

2021 Wet-Slip storage agreement

Owner Name: _____ Boat Name: _____
Address: _____ Make: _____
Address: _____ Model: _____
City: _____ Length: _____ Beam: _____ Draft: _____
State: _____ ZIP _____ Power _____ Sail _____ Paddle _____
Home Phone: (____) _____ Key/Combo: _____ Mast Length: _____
Summer CAMP: (____) _____ Drop off Date: _____
Cell phone: (____) _____ Pick-up/Delivery Date: _____
Fax: (____) _____ LAKE STREET LOCATION : _____
Email: _____ MAIN MARINA LOCATION: _____

LAUNCH BOAT: \$ _____
SUMMARIZE BOAT: \$ _____
PRESSURE WASH BOAT: \$ _____
SLIP or MOORING FEE \$ 1,600.00 _____
SUBTOTAL: \$ _____
NY STATE TAX: \$ _____
TOTAL SERVICE CHARGES: \$ _____

Comments: _____

CREDIT CARD TYPE: M/C VISA

EXPIRATION DATE: Month _____ Year _____
CC#: _____ sec code _____

This Agreement must be filled out completely in order to be processed and accompanied by the required deposit. All remaining charges are due upon invoicing. **ALL BALANCES MUST BE PAID IN FULL.** It is agreed that the attached terms and conditions are deemed to be incorporated with and are part of this Agreement. By signing this Agreement, the Owner or the person authorized to act on behalf of the Owner, acknowledges having read the terms and conditions governing this Agreement and understands all the rules and regulations that shall apply. The Boat Owner shall be Responsible for payment, together with all costs of collection (including reasonable attorney's fees) incurred with respect to unpaid balances due under this Agreement. I hereby give my permission for UPPER SARANAC MARINA to hold this boat until such debts are paid. This Agreement will Automatically renew itself if the boat remains on UPPER SARANAC MARINA property beyond the term of this Agreement without an updated Agreement being signed.

Owner Signature: _____ Date: _____

UPPER SARANAC MARINA: _____ Date: _____

TERMS OF CONTRACT

These terms and conditions are deemed to be incorporated with and are a part of the Slip/Mooring and Storage Agreement entered into this date by and between UPPER SARANAC MARINA (“USM”), having its principal office at **4548 State RT. 30, Saranac Lake, NY, 12983** (“BOAT YARD”) and the owner of the contracted boat (the “Boat”) whose name and address appear on page 1 of this contract, (“OWNER”). In addition to the terms herein, THE OWNER agrees to comply with reasonable rules and regulations as established from time-to-time by the BOAT YARD.

1. Definition of Terms:

a) Season Dates: **Winter Storage** shall run from **October 31st** of each year until **May 1st** and all wet storage boats that do not have a signed Agreement shall be subject to be charged transient rates.

Summer Slip/Mooring Season shall run from **May 15th** of each year until **October 30th**.

b) Decommissioning Dates: Due to weather conditions at USM’s facilities, USM shall not be responsible for damage caused due to freezing for boats not signed under a Storage contract prior to October 15th.

c) Keys/Combinations: Owner agrees to provide USM with a Boat Key or combination and an ignition key to be used by USM Service personnel only, no keys or combinations will be provided to outside contractors or guests without prior written notification by the Owner. Any changes in locks or combinations will be reported to the BOAT YARD immediately.

2. Compliance with Laws, Rules and Regulations: OWNER represents and warrants that his Boat complies with the safety requirements of the U.S. COAST GUARD, as to its construction and equipment. Further, Owner agrees to abide by USM’s current rules and regulations and any additional and/or amended rules and regulations for the operation of the Boat Yard, and all other governmental authorities, including the U.S. Coast Guard, affecting the BOAT YARD or Owner’s use thereof. The Owner will indemnify and hold harmless USM from and against any and all penalties or damages charged. To or imposed upon USM for any violation of any such laws, ordinances, rules or regulations by Owner, which indemnity will survive the expiration or earlier termination of this Agreement. The Boat Owner will not use, or permit the use of the Leased Premises for any improper or unlawful purpose.

3. Trash, Waste and Oil Disposal: USM adheres to a strict EPA & NYSDEC waste management guidelines, the OWNER shall obey all laws, ordinances and regulations. Owner shall comply with all laws, rules and regulations concerning the protection of the environment and pay USM for any damage, expense or liability incurred by USM due to Owner’s or Owner’s Agent’s failure to comply with such laws, rules and regulations, or due to any pollution created by, caused by, or contributed to by Owner or Owner’s Agents. Owner shall not release or permit to be released, by action or inaction any hazardous or toxic waste or substance, including oil, gasoline or untreated sewage. The costs for which Owner and boat may be responsible include, but are not limited to the cost of booms, absorbent pads, and disposal; clean up oversight by governmental agencies and SLM’s personnel and any legal fees incurred in defense of any violations or alleged violations. Owner shall be responsible for reporting and cleaning up any such release. Owner shall report any release to USM and shall keep USM informed on a daily basis of Owner’s actions with respect to any clean up. If in USM discretion, based upon known EPA & NYSDEC standards for the clean-up of any pollution caused by BOAT Owner, USM is not satisfied with Owner’s actions in reporting and cleaning up a release, SLM may take any action it deems necessary regarding the release, at BOAT Owner’s Expense. This provision is in addition to, and not in lieu of the indemnity provision set forth in this Agreement. In the event OWNER fails to obey any such laws, ordinances and regulations, USM shall have the right to immediately cancel this Agreement, upon written notice to OWNER, and USM shall Be entitled to retain all payments including the deposit as liquidated damages.

4. Contact Information: OWNER confirms that the contact information provided on page one of this Agreement is the correct information at which USM can best reach Owner in the event of an emergency. It shall be OWNER’s sole responsibility to keep the emergency contact information current with the BOAT YARD, as well as, OWNER’s correct mailing address. The boat will only be entered by the BOAT YARD’s agents and employees for service or with the authority of OWNER. No other person will be allowed on the Boat without prior written permission of Owner or their authorized agent.

5. Insurance: Owner shall maintain general liability insurance naming USM as additional insured against loss from liability for damages on account of loss or injury suffered by any person or property within or upon the Boat Yard as a result of the OWNER or OWNER's agents negligence or misconduct, the Coverage and protection of such insurance to be in the amount of at least \$1,000,000 per incident. OWNER agrees to provide USM with a certificate of insurance confirming the foregoing coverage upon request. During all periods the OWNER's boat is within the Boat Yard said insurance shall not be Canceled except on thirty (30) days written notice to USM. Dockage is at the sole risk of the OWNER. OWNER must maintain owner's hull insurance on boat. OWNER waives his insurance rights of subrogation against SLM, its agents and employees for any actions on their part, except acts of negligence Or willful misconduct. OWNER agrees to indemnify and hold harmless USM and USM's agents and employees against any claim brought by Owner's insurance company, except claims brought due to the negligence or willful misconduct of USM or its agents.

6. Emergencies, Hurricanes or Other Acts of God: Owner shall be responsible for making suitable arrangements for safe, sheltered anchorage during storms or hurricanes. Owner warrants such arrangements have or will be made. Owner may not assume that the Boat Yard will be safe, sheltered anchorage during storms or hurricanes. In the event of an impending storm or hurricane or other emergency, in the event that USM is unable to contact the Owner and/or the Owner is unable to act in a timely manner, USM, in its sole discretion, is authorized to do whatever USM deems appropriate and reserves the right in its sole discretion to move or evacuate unattended boats at the Owner's risk and expense. USM's UNDERTAKING TO MOVE OR EVACUATE BOATS SHALL NOT BE DEEMED AN ASSUMPTION OF RESPONSIBILITY FOR THE SAFETY, SECURITY, OR CARE OF BOATS, NOR THE CREATION OF A BAILMENT. OWNER assumes all risk of loss for his Boat while stored in the yard, other than the negligence of SLM or its agents, regardless of the circumstances.

7. Use of Boat Yard: OWNER shall not store any gear, stairways, or personal property of any kind on the docks. Open fires, outdoor grills and similar apparatuses are absolutely prohibited on any boat or anywhere on the premises controlled by the BOAT YARD. OWNER shall not be permitted, at any time, to use or store heaters at its Boat or anywhere on the premises. In the event Owner fails to comply with this provision, BOAT YARD shall have the right to immediately cancel this Agreement, upon written notice to OWNER and BOAT YARD shall be entitled to retain all payments, including the deposit. OWNER shall not be permitted to live aboard his/her boat while the Boat is at the BOAT YARD.

8. DISCLAIMER OF LIABILITY: Owner accepts the Boat Yard "As Is" and USM assumes no responsibility for and shall not be liable for the care, protection and security of the boat, Owner or Owner's Agents (as defined in Section 15).

A. The BOAT YARD shall not be liable for any damage, loss or delay caused by an Act of God, or by a public enemy, wars, insurrection, strikes, labor trouble, riots, fire, earthquake, hurricanes, vandals, thieves, or the nature of or any defect in the Boat or its cradle, blocking or storing, as delivered to the BOAT YARD, or by deterioration by time, rot, termites, leakage or all the weather elements including rain, frost, hail, snow or ice.

Excluding negligent acts by USM or its agents that result in a direct loss to the Owner, OWNER assumes all risk of loss and all consequences arising from the storing of the Boat at the BOAT YARD, the hauling or launching of the Boat, in or out of the water, and expressly releases and indemnifies USM from and against any and all liability, claims, losses, damages and obligations, including without limitation, loss of use of the Boat and/or any injury to property or person.

B. USM shall not be chargeable with knowledge of the contents of OWNER's Boat. No warranty or representation is made that any of the USM's buildings, docks, or storage grounds are theft or fireproof. OWNER assumes all risk of loss and injury to his Boat and the contents thereof in connection with his dockage or storage at the USM's facility.

C. The OWNER's Boat is not insured by the BOAT YARD and the dockage and storage rates herein do not include any insurance by the BOAT YARD. The BOAT YARD is not an insurer nor does it assume any obligations of any insurer with respect to loss or damage to the OWNER's Boat while on the premises of the BOAT YARD other than that directly resulting from the BOAT YARD's actions. BOAT YARD is not responsible for fire, theft, wind, storm or ice damage, damage from precipitation filling hulls with water, invasion and resulting damage by wildlife, nor damage resulting from the actions of other customers.

D. The BOAT YARD shall have no liability in connection with any goods, parts or materials provided by OWNER, all of which shall be solely the responsibility of the OWNER. It is also agreed that any liability for labor done by the BOAT YARD's employees or agents shall be limited to repair or replacement of defective material, parts, goods (directly supplied by BOAT YARD) or workmanship. **The BOAT YARD shall not be liable for loss or loss of use of the Boat. THE BOAT YARD WITH EXCEPTION OF ANY WARRANTIES GRANTED IN THIS CONTRACT, HEREBY DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER WARRANTIES THAT MAY HAVE ARISEN IN THE COURSE OF DEALING OR USAGE OF TRADE.**

E. Owner acknowledges and agrees that this Agreement is to provide slip/space rental. There is NO AGREEMENT TO CREATE A BAILMENT OF THE VESSEL, nor do the parties intend to create a bailment of the vessel. There is neither temporary nor permanent dominion nor control exercised over the Boat by the BOAT YARD. The BOAT YARD shall not be liable for the care or protection of the Boat, including her gear, equipment and appurtenances at any time.

9. Indemnification: Owner will indemnify, defend and hold harmless USM and its agents, servants and employees against any and all liability, fines, suits, claims, demands, actions, costs and expenses of any kind or nature whatsoever, (including reasonable attorney's fees) sustained by USM or its agents, servants or employees on account of: (a) damage to property or injury or death to persons resulting from any accident, cause or other occurrence on or about the Boat Yard resulting from the conduct or activities of the Owner or Owner's agents, servants, employees or invitees on or about the Boat Yard; and (b) the Owner's failure to perform or fulfill any term, condition or agreement contained or referred to herein on the part of the Owner to be performed or fulfilled. This indemnity shall survive the expiration or earlier termination of this Agreement. OWNER shall be liable to BOAT YARD for any and all claims, liabilities, costs or damages (including without limitation reasonable attorneys fees) arising from OWNER's storage of his Boat at the BOAT YARD, including without limitation damage caused to the floats, facilities or other boats in the yard.

10. Costs and Expenses: All payments made hereunder, including the deposit, are non-refundable, regardless of whether OWNER actually utilizes the space. Owner agrees to pay all costs and expenses, including reasonable attorney's fees, incurred by USM in the collection of any sum due under this Agreement and in the exercise or defense of USM's rights and powers under this Agreement.

11. Tenders: OWNER is not permitted to use berth for any boat other than as listed on Page 1 (only 1 boat may occupy slip).

12. Maintenance by Owner: Owner shall keep the area adjacent to his boat clean and litter free, and nothing shall be stored therein without the special written permission of USM. Upon the expiration or earlier termination of this Agreement, Owner shall surrender the slip in good order and repair and in the same condition as on the Commencement date, normal wear and tear resulting from ordinary use only is accepted. Boat Owner shall not alter the slip, dock area or utility services. OWNER shall secure its Boat in its berth in a manner acceptable to BOAT YARD and BOAT YARD shall have the right to cure any deficiencies it finds, after notice to the OWNER, and assess OWNER a service fee for such cure.

13. Boat Relocation: OWNER consents and agrees that the BOAT YARD may move OWNER'S Boat to a different location, berth or mooring, in the normal course of conducting the BOAT YARD'S business as may be considered necessary.

14. Owner's Responsibility for Conduct of Others: The conduct of Owner, any member of Owner's family and any of Owner's agents, servants, employees, licensees, invitees or guest (herein referred to as "Owner's Agents" and excluding SLM employees in their capacity as employees of USM) shall be the sole responsibility of Owner. Conduct by Owner or Owner's Agents that might disturb or cause harm to any person, damage property, constitute a nuisance or injure the reputation of USM (including use of drugs or becoming intoxicated by alcohol) shall, in the sole discretion of USM, be caused for termination of this Agreement by USM and forfeiture of all payments, including the deposit.

15. Signs: "FOR SALE" or other such signs will not be permitted without the written permission of the BOAT YARD.

16. Outside Labor: **Due to safety, regulatory and liability issues, no outside labor is permitted within the Boat Yard.**

17. Assignment: OWNER shall not be permitted to assign or transfer this Agreement. OWNER shall immediately notify BOAT YARD in writing of any change in ownership of the Boat subject to this agreement. Notwithstanding any change in ownership of the Boat, OWNER shall remain responsible for any and all payments and obligations under this Agreement, unless the new owner enters into a new agreement with BOAT YARD and such agreement is accepted by BOAT YARD.

18. Securing a Launch Date: OWNER'S right to store the Boat in the BOAT YARD is for the Season as indicated on page 1 of this Agreement. **OWNER shall schedule a time with the BOAT YARD to launch the Boat if possible at the time the Boat is hauled for winter storage but in all cases no Later than sixty (60) days prior to the last day of the Season.** In the event the (i) OWNER fails to schedule a launch date for the Boat before the end of the Season (even if such date is shortly after the end of the Season) or, (ii) OWNER is delinquent in paying the storage charges due hereunder, at the expiration of the Season, OWNER shall be charged for each day that the Boat remains at the BOAT YARD after the last day of the Season at the daily published storage rate then in effect at the BOAT YARD. In the event the (i) OWNER schedules a pick up/delivery date and fails to honor that date or, (ii) schedules a delivery but delivery is not accepted, OWNER shall be charged, after an initial **five (5) day grace period**, at the daily published dockage or daily published storage rate then in effect at the BOAT YARD. OWNER shall also bear the cost for any additional cleaning that may occur as a result of the delay in pickup or delivery. In addition, the BOAT YARD reserves the right to haul the boat and re-launch the boat at a later date due to space constraints in the BOAT YARD and OWNER hereby agrees to pay such cost.

19. **LATE CHARGE.** If OWNER shall fail to pay any amount due hereunder within fifteen (15) days after the due date, THE OWNER shall also pay to the BOAT YARD interest on the amount overdue from its original due date at a rate of the lesser of **1-1/2% per month** or the maximum rate allowed by law, such interest to be payable as additional fees due hereunder. Further, in such event that OWNER does not timely pay any amount due hereunder within fifteen (15) days after its due date, the BOAT YARD shall be entitled to stop work requested by OWNER and/or terminate the Agreement for dockage or storage. The payment of such late charge, the right to stop work, and termination of the Agreement, shall be in addition to all other legal rights and remedies available to the BOAT YARD in the case of non-timely payment or OWNER's failure to pay when due any amounts required hereunder.

20. **MARITIME LIEN.** The parties agree that the dockage and/or storage undertaken herein and any service work requested and performed by the BOAT YARD are necessary and proper to the preservation of the Boat in a seaworthy condition. All work will be performed on a "Cash when Invoiced" basis and the OWNER agrees to pay all costs and expenses incurred by the BOAT YARD (i) in a successful action taken to enforce any obligations owed hereunder (ii) the payment of any sums deemed by a court to be due and payable by OWNER to the BOAT YARD for services rendered and materials and supplies purchased and (iii) for storage space and launching and such other services as may be requested by OWNER. OWNER agrees that the BOAT YARD may haul the Boat without process of law, if it deems that it is the most economical and convenient means of holding the Boat until paid in full in cash or equivalent thereof. THE OWNER agrees and stipulates that charges arising from service upon the Boat or storage shall give rise to a Maritime Lien against the Boat as well as a State Lien. Such liens shall extend to late charges and expenses incurred by the BOAT YARD in any successful actions to collect unpaid charges not paid when due. OWNER and the BOAT YARD agree to stipulate that the BOAT YARD shall have the right to regain possession of the Boat (with or without process of law) and to hold it again thereafter until paid in full. No release of possession of the Boat by the BOAT YARD shall be construed as creating a waiver or surrender of any rights or remedies hereunder by the BOAT YARD.

21. Non-Judicial Sale or Non-Payment of Rent: **THE OWNER agrees and understands that in the event service fees and/or any other charges are not paid when due and such nonpayment is continued for ninety (90) days, or in the event the storage fee is not paid when due and such nonpayment is continued for six (6) months, THE OWNER's Boat may be sold by the BOAT YARD at a nonjudicial sale for such charges, together with such costs and expenses as may be incurred with such sale, including, but not limited to, a sales commission and reasonable attorney's fees and costs. Notice will be sent to THE OWNER at the address appearing on the reverse side of this Agreement. It is THE OWNER's responsibility to inform the BOAT YARD of any change of address. This provision is not in lieu of any federal or state maritime lien.**

22. Waiver: Failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or any other rights hereunder.

23. Entire Agreement: This Agreement sets forth the entire understanding of the parties, and there are no representations, warranties, covenants or conditions, either precedent or subsequent, unless herein specifically contained. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit and be enforceable by and against the parties hereto their respective heirs, executors administrators, successors and assigns. No waiver, modification or amendment of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach thereof, or the breach of any other provision hereof. This Agreement shall be governed by the laws of the State of New York and without reference to conflict of law principles.

24. **Credit Card Required: All Owners and Owner's Agents doing business with USM are required to provide a current credit card number and expiration date. This information is for security only and will not be charged unless the account balance goes thirty (30) days past due, in such event Owner authorizes USM to charge the credit card on file for all delinquent amounts due.**

25. **SPEED LIMITS: OWNER, OWNER'S Family or Boat OPERATOR'S will adhere to a STRICT- USM policy of a "NO WAKE ZONE" of 5 MPH or less while Entering or Exiting FISCH CREEK area or CHANNEL LEADING TO UPPER SARANAC. Owners must be respectful of our neighbors and other boats at all times while operating their boats in and around USM Marina Facilities. NO WATER SKIING OR TUBING IN FISH POND NEAR MARINA.**

26. **INVASIVE SPECIES: Owner, Owner's Family or Boat operators shall report any sign of invasive species on their boat or in their slips to SLM staff immediately upon discovery of such INVASIVE SPECIES, USM will Remove Invasive species from the boat with proper cleaning techniques. BOAT OWNER shall not dispose of or dump any bait, invasive plants of any kind in and around our Marina Facilities. USM will be diligent in its fight against the spread of invasive species on the UPPER Saranac Lake and ask the OWNER's To assist USM with the Fight.**

25. Acknowledgement: By executing page 1 of this contract, THE OWNER acknowledges that the above terms have been read, understood, accepted and are incorporated herein by reference.

_____/_____