

**2015 - 2016 WINTER STORAGE
SPACE RENTAL and SERVICES
AGREEMENT**

NORTHAMPTON MARINA
284 Houseman St.
MAYFIELD, NY 12117
Phone: 518-863-8127 Fax: 518-863-6730

Boat Location _____
Key Location _____
Trailer Location _____

This is an agreement to RENT STORAGE SPACE from Northampton Marina, LANDLORD, at above address for the Winter Storage period beginning on or about September 15, 2011 and ending on or about May 15, 2012 to:

TENANT Name _____ Phone _____
Address _____ City _____ State _____ Zip _____

for the placement and storage of the following items, SOLELY AT THE TENANT'S RISK:

Boat: Make _____
Length Overall(ft) _____ x Width(ft) _____ = Square Feet _____
Registration Number _____

Motor: Make _____ Model _____

Trailer: Make _____ Model _____ License Plate Number _____

- Inside Boat on Rack (minimum \$494)**
\$3.34/ square ft. = \$ _____
- Inside Boat on Owner Trailer (minimum \$625)**
\$3.86/ square ft. = \$ _____
- Inside Boat on Marina Blocks/Stands/Trailer (minimum \$625)**
\$4.12/ square ft. = \$ _____
- Outside Boat on Owner Trailer**
\$1.28/ square ft. = \$ _____
- Outside Boat on Marina Blocks/Stands/Trailer**
\$1.54/ square ft. = \$ _____
- Outside Trailer Only**
\$1.03/ square ft. = \$ _____

WINTER:

- Pump Out Head \$42 \$ _____
- Haul Out Runabout \$40 \$ _____
- Haul Out/Block Large Boat \$156 \$ _____
- Shrink Wrap \$1.82/sq.ft. \$ _____
- Bottom Wash \$1.04/sq.ft. \$ _____
- Winterize 4 cylinder engine \$145 \$ _____
- Winterize 6 cylinder engine \$161 \$ _____
- Winterize 8 cylinder engine \$176 \$ _____
- +**
- Sterndrive Service-Alpha \$88 \$ _____
- Sterndrive Service-Bravo \$130 \$ _____
- Winterize 2-49HP OB engine \$72 \$ _____
- Winterize 50-89HP OB engine \$83 \$ _____
- Winterize 90+ HP OB engine \$93 \$ _____
- 4 Stroke Oil/Filter change \$62 \$ _____
- Winterize H2O System \$62 \$ _____
- Winterize H2O Heater System \$62 \$ _____
- Winterize A/C System \$62 \$ _____
- Winterize Head \$62 \$ _____
- Remove/Store/Service Batt \$36 ea \$ _____

SPRING:

- Fire Up \$52 per engine \$ _____
- Launch Runabout \$40 \$ _____
- Launch Large Boat \$104 \$ _____

Total Services \$ _____

Total Winter Storage + \$ _____

Total Svcs and Winter Storage = \$ _____

Sales Tax (8.00 %) x .08 \$ _____

AMOUNT DUE = \$ _____

Please give two weeks notice for Spring launch.

Serviced by: _____

I hereby authorize the above service to be performed along with the necessary materials. You and your employees may operate the unit herein described on the lake for the sole purpose of testing, inspection, or delivery at my own risk. An express mechanic's lien is acknowledged on above unit to secure the amount of repairs thereto. It is also understood that you will not be held responsible for loss or damage to the unit, or articles left in, or with the unit in case of fire, theft, accident, inclement weather conditions or any other cause beyond your control. It is also fully understood that payment of storage and service fees must be PAID IN FULL AT THE TIME I STORE MY BOAT IN THE FALL.

Signature: X _____ Date: _____

1. Landlord shall retain the right to designate storage space. Every effort shall be made to assign Tenant the storage space of his/her choice; however the rights of other Tenants and the Landlord's business judgment shall also be relevant factors in the assignment of storage space.
2. Landlord may refuse to rent storage space to any person for any reason.
3. All Storage space rent payments are due and payable in advance.
4. Tenant agrees not to sell, transfer, assign or permit the use of his/her assigned storage space without the express written consent of the Landlord.
5. If Tenant desires to store a boat other than the craft referenced on the reverse side of this agreement, he/she must obtain the written permission of Landlord and pay any additional charges.
6. Tenant agrees not to hold Landlord liable for any loss caused by any delay in launching, winter storage, transporting or commissioning caused by weather or any other event beyond the control of the Landlord.
7. Use of any open flame device, toxic chemicals or any other hazardous equipment or supplies in the storage area is prohibited.
8. Tenant may work on his/her boat in the marina storage area as long as such work does not interfere with the rights of other Tenants or the operation of the marina. If Tenant wishes to have someone other than himself or an employee of Landlord work on his boat in the storage area, prior written approval must be obtained from Landlord. Such approval will be granted only if Landlord's service department cannot perform the required service to the boat and/or the outside serviceman can deliver to Landlord evidence of a standard certificate of workman's compensation and liability insurance coverage.
9. If Tenant violates any of the terms and conditions contained in this Agreement or those posted in the marina office, Landlord shall have the option of terminating this Agreement upon ten (10) days written notice to Tenant. Tenant must remove his/her boat from the storage area prior to the end of the ten (10) day period.
10. Landlord shall have statutory maritime liens (state and federal) upon the boat, motor, and attached equipment to secure any and all services and materials supplied to Tenant by Landlord during the term of this Agreement.
11. Tenant shall not remove his/her boat from the storage area until all charges secured by the liens described in the preceding paragraph have been paid in full.
12. Tenant agrees to reimburse Landlord for reasonable attorney fees and costs relating to a suit or other collection efforts by Landlord against Tenant to collect any amounts due under this Agreement or any amounts due and secured by the Liens described in paragraph 10.
13. If Tenant fails to remove in a timely manner his/her boat and equipment from the storage area at the termination of this agreement, Landlord shall have the option of:
 - A. charging Tenant daily rent on a pro rata basis for the storage space occupied; or
 - B. taking possession of the boat and equipment and locking it in place; or
 - C. moving the boat and equipment to another location; or
 - D. pursuing any other remedy available under law.
14. INSURANCE-Tenant agrees to have the boat covered by full marine insurance package (hull coverage as well as indemnity and liability coverage). Tenant agrees to release and discharge Landlord from any and all responsibility or liability for injury (including death), loss, or damage to persons or property in connection with Landlord's storage facility or marina. This release and discharge shall cover without limitation any loss or damage resulting from Landlord's employees parking or hauling Tenant's boat, vandalism, theft, fire, hail, high/low water, wind, collision, ice, rain, or any other act of God.
15. Tenant shall deliver duplicates of all keys required to access and operate his/her boat. Landlord shall enter Tenant's boat only for periodic inspection or to provide service requested or in the event of an emergency.
16. In an emergency situation, Landlord shall be permitted to move Tenant's unattended boat to a safer location if possible, provided, however, that Landlord shall not be required to provide this service. In the event such service is provided, Tenant will be billed at Landlord's prevailing rates for the service rendered posted in the marina office and Tenant shall be required to pay all costs incurred by Landlord on Tenant's behalf. Tenant shall indemnify and hold Landlord safe and harmless from any and all liability, injury, loss or damage caused by or resulting to Tenant's boat due to an emergency situation.
17. DRY STORAGE SURVEY AND INSPECTION-Tenant authorizes the Landlord to thoroughly survey the boat for fire hazards at hauling or prior to moving to dry storage. Tenant understands that this regulation is formulated, enforced, and conducted solely for the protection of the tenant. The promulgation and enforcement of these rules and regulations, the conducting of the survey, the failure to require or fully perform a survey with respect to other Tenants will not subject the landlord to any duty or liability to the tenant with respect to fire or explosion prevention or detection. In general, any survey will be solely at the discretion of the landlord.
18. DRY STORAGE PROTECTIVE COVERING-Tenant assumes full responsibility for providing adequate covering to protect the boat from any and all perils, and for the proper maintenance of such covering while the boat is on the premises of the Landlord.
19. REMOVAL OF PERSONAL PROPERTY-Tenant should remove any personal property from the boat prior to dry storage. It is understood and agreed that Landlord will not be responsible for any items of personal property left in or on the boat. This includes fish finders, batteries, life jackets, etc.
20. INSIDE STORAGE NOTES -prior to the beginning of the inside storage period, landlord may stage boats in the boat yard so as to efficiently pack storage buildings and minimize handling. At the end of the storage period, landlord may move boats into the boat yard so as to gain access to other boats needing to be launched. These boats will not be placed back inside.
21. ENTIRE AGREEMENT-This agreement contains the entire understand between the Tenant and Landlord and no other representation or inducement, verbal or written, has been made which is not contained in this agreement. Landlord and Tenant agree that if any paragraph or provision violates the law and is unenforceable, the rest of the contract will be valid.