

Patsy's Bay Marina
 9 Hudson Dr, Stony Point, NY 10980
 845-786-5270, fax: 845-786-5326

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WINTER STORAGE AND SERVICES AGREEMENT

THIS AGREEMENT MADE ON _____, BETWEEN PATSY'S BAY MARINA AND THE FOLLOWING OWNER:

NAME: _____
 ADDRESS: _____ TOWN: _____ STATE: _____ ZIP: _____
 CELL PHONE: _____ EMAIL: _____
 EMERGENCY CONTACT # _____ BOAT NAME: _____
 BOAT YEAR & MAKE: _____ DMV REGISTRATION #: _____

Winter Storage Season November 1st- April 30th

| | |
|------------------------------------|-------------|
| Current slip customer land storage | \$38 per ft |
| Non-slip customer land storage | \$43 per ft |

Winter Storage invoice is due at haul out

Winter services (+Materials)

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|--|------------------|
| Winterize Gas Engine | \$269 per engine |
| Winterize Diesel Engine | \$269 per engine |
| Winterize Generator | \$109 |
| Winterize Air Conditioning | \$102 per A/C |
| Winterize Ice Maker | \$44 |
| Winterize Hot Water | Up to \$145 |
| Winterize Cold water | Up to \$145 |
| Winterize Dockside Water | \$44 |
| Winterize Single Head <small>HOLDING TANK MUST BE EMPTY</small> | \$171 |
| Winterize Additional Head | \$96 |
| Sea Water Impeller service | \$269 |
| Alpha Outdrive service | \$350 |
| Bravo/Volvo Outdrive Service | \$414 |
| Engine Oil Service | \$161 |

I WILL BE DOING MY OWN WINTERIZATION

Shrink Wrap (Materials included)

| | |
|--------------|------------------|
| Under 30' | \$19.50 per foot |
| 30' and over | \$22.50 per foot |
| Fly Bridge | \$250 Additional |
| PWC | \$125 per PWC |

Spring Services

| | |
|--|----------------------|
| Remove Shrink wrap & Put on Canvas | \$4 per ft |
| Commission Engine | \$145 |
| Commission Generator | \$54 |
| Commission Air Conditioning | \$54 per unit |
| Commission Ice Maker | \$76 per unit |
| Commission Hot Water | \$54 |
| Commission Cold Water | \$54 |
| Commission Dockside Water | \$22 |
| Commission Head | \$22 per head |
| Commission Refrigerator | \$22 |
| Replace Exterior Anodes | Time + Materials |
| Tune up (Fuel filters, Cap/Rotor, Spark Plugs) | \$376 + Materials |
| Bottom Paint w/ Sanding (Paint Included) | \$21 per ft |
| Wash and Wax | Starting \$35 per ft |

I WILL BE DOING MY OWN SPRING COMMISSIONING

Requested Launch Date _____

All balances must be paid in full 14 days prior to Launch

PWC and Jetboats (Materials included)

| | |
|--------------------------------|-------|
| Winterize, Shrink & Store PWC | \$696 |
| Winterize Jet Power per engine | \$214 |
| Winterize Ballast system | \$145 |
| Winterize Freshwater System | \$43 |
| 10 Hour service per engine | \$215 |
| Change Spark plugs | \$132 |

ADDITIONAL SERVICES REQUESTED:

No Warranty on winterizations requested after first freeze or not commissioned in spring by Patsy's Bay Marina

****ALL PRICES SUBJECT TO CHANGE & DO NOT INCLUDE TAX****

Customer Signature: _____ Date: _____

TERMS OF CONTRACT

TERM: This agreement is simply that of landlord and tenant. Patsy's and its employees are not responsible or liable for any accidental damage or loss of the above described boat, its tackle, gear, equipment, property or anything else aboard or on the premises. The tenant agrees not to hold Patsy's responsible for any loss, damage or legal liability and agrees to compensate Patsy's for any harm, liability, or loss arising out of this agreement. Patsy's and/or its employees shall have no obligation to the tenant except to provide the winter storage space as described herein. All lines and bumpers for the slip space shall be provided by the tenant at his/her expense. The tenant gives permission to Patsy's and its employees to operate the boat, should the need arise.

SEASON: The Winter Storage Season is understood to be from November 1st to April 30th of the contract year. This agreement is for one season only and it is agreed that Patsy's is not obligated to provide the tenant with storage space for the future seasons. All winter spaces must be vacated on or before May 31st of the contract year. Any boats remaining on land by June 1st, summer land storage will be charged. The tenant agrees to abide by all the terms and conditions in the storage agreement offered by Patsy's which is to be considered an extension of this agreement if the tenant does not vacate by the above state date.

OVERBOARD DISCHARGE: No overboard discharge of any kind is allowed. Bathrooms on land are for your use. Your cooperation in helping keep these rooms clean is greatly appreciated.

GARBAGE: All trash and garbage must be put into the appropriate containers. If containers are full, please notify the office as soon possible.

FUELING: The fueling of boats in the marina is STRICTLY PROHIBITED, due to Local Fire and Safety Regulations. No fuel storage of any kind on docks.

OPEN FLAME: Use of torches or open flame (Shrink Wrapping). NO GAS GRILLING on the docks.

All Boats must be UNPLUGGED each night. NO Heaters of any kind are to be used in boats while in winter storage.

FOR SALE SIGNS: No personal "FOR SALE" signs are allowed to be posted on boats while in the marina, and unescorted prospective buyers will not be permitted in the marina to view boats.

PETS: All pets must be leashed at all times and picked up after.

BOAT WORK: No outside subcontractors on any kind shall be permitted to work on any boat without written permission of Patsy's. If permission is granted subcontractors must provide a copy of insurance to Patsy's. The use of torches, paint sprayers, unapproved heating units or any equipment of a hazardous nature will not be allowed on boat(s) or on the premises. The tenant and his/her guests shall use every precaution possible to prevent fire and accidents. There are to be no obstacles left on the dock to create hazards to other people using the docks. All water hose(s) are to be disconnected after use. There are to be no dock boxes on the docks.

SALVAGE: If the tenant's boats should sink while in the marina, the tenant must, at once, have the boat raised. If the boat is not raised within ten (10) days, Patsy's may, if it wishes, have it raised and bill the boat owner for the cost of doing so.

INSURANCE: The tenant agrees that he/she will keep the boat fully insured, including hull coverage, indemnity and/or liability insurance for the duration of the season. The tenant is to provide a current copy of their insurance policy prior to the start of the season and it is the tenant's responsibility to notify Patsy's of any changes, expiration and/or cancellation. The tenant is responsible for ensuring that Patsy's has a copy of the most up to date policy.

LIABILITY: Patsy's is not required to carry any insurance to cover the property of the tenant. Patsy's is not responsible for any injuries or property damage as a result of the tenants' use of any marina facilities. The tenant releases and discharges Patsy's from any and all liability from loss, injury (including death), or damages to persons or property sustained while in or on the facilities of the marina including fire, theft, vandalism, high or low waters, hail, rain, ice collision or accident, or any other Act Of God, whether the boat is being parked or hauled by Patsy's employee(s). If the tenant is found to be default of any of the terms of this agreement; Patsy's reserves the right to take any action, legal or otherwise, against the tenant for the default(s). The tenant will be responsible for any costs incurred from any action(s) taken by Patsy's due to said default(s), including but not limited to; haul fees, storage fees, attorney fees, filing fees, fines, labor costs, materials, etc. Patsy's reserves the right to use any slip space while the tenant is not occupying the slip.

WINTER FEE'S ARE DUE AT TIME OF HAUL

ALL ACCOUNT BALANCES MUST BE PAID IN FULL 14 DAYS PRIOR TO LAUNCH

There will be a 3.5% fee applied to all credit card

DATE: _____ OWNER'S SIGNATURE: _____ Current Slip # _____

See other side for additional terms and conditions

1. Contract
2. LANDLORD reserves the right to assign dock space, but all efforts consistent with good business practices and the rights and desires of other Tenants will be exercised in an effort to assign dock space desired by the TENANT.
3. The LANDLORD reserves the right to lease or refuse to lease to any person for any good or pertinent reason.
4. It is agreed between both parties that TENANT shall not assign, transfer or permit the use of assigned space to any other party without written consent of the LANDLORD.
5. TENANT agrees that only reasonable and customary use will be made of the docks and facilities covered hereby, and that no unnecessary wear and tear, disturbance, nuisance, rubbish or garbage will be permitted on the dock or premises, and that the TENANT will keep dock and premises covered hereby free and clear of gear, tackle and all other obstructions, and further agrees to throw nothing, including treated or untreated effluent or sewage from heads or holding tanks in the harbor or basin.
6. Any infraction of the rules and regulations contained herein or as posted in the office by the LANDLORD shall, at the option of the LANDLORD, cancel this lease agreement upon ten (10) days notice, and the TENANT shall remove his boat from the harbor and premises.
7. If TENANT desires to dock a boat other than the one described within, said TENANT must first secure permission of the LANDLORD and pay any additional fees, as applicable.
8. The use of Harbor or Marina electrical outlets for the operation of power tools, battery chargers, welders, air conditioners, heating units, etc., are prohibited except by special permission.
9. The LANDLORD cannot and does not guarantee the continuity of electrical service where provided.
10. The use of torches or open flame, inflammable or toxic removers, or any other hazardous equipment is prohibited.
11. The LANDLORD will not be responsible for delays in hauling, launching, winter layup or commissionings, occasioned by inclement weather or any other circumstances beyond its control.
12. A TENANT may work on his own boat if such work does not interfere with the rights, privileges and safety of other persons or property. The LANDLORD shall reserve the right to require any outside mechanic, craftsman or any other persons performing any work on TENANT'S boat while in or on the premises of LANDLORD to first provide LANDLORD or his yard manager with a standard certificate of workman's compensation and liability insurance coverage in order to protect the health, safety, welfare, and property of other Tenants. Failure to meet these requirements would require that TENANT'S boat be removed from the premises of LANDLORD for repairs.
13. Rent on space is DUE AND PAYABLE IN ADVANCE.
14. TENANT duly authorizes LANDLORD, its Agents or Employees to move and/or operate TENANT'S boat during the making of repairs or for normal marina operations solely at TENANT'S risk.
15. 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.
16. TENANT AGREES THAT IN THE EVENT SUIT IS BROUGHT IN BEHALF OF THE LANDLORD AGAINST TENANT TO COLLECT ANY AMOUNTS DUE OR TO BECOME DUE HERE-UNDER, OR TO ENFORCE ANY APPROPRIATE MARITIME OR OTHER LIENS, THE TENANT SHALL PAY THE LANDLORD'S REASONABLE ATTORNEY FEES FOR SUCH SUIT OR COLLECTION PLUS COSTS, AS PROVIDED BY LAW.
17. In the event TENANT fails to remove his boat and property from the space rented to TENANT at the termination of the space rental term as defined in Paragraph one (1) of this agreement, LANDLORD may at its sole option; (1) charge to TENANT'S account rent daily on a pro rata basis for each day or portion thereof the space is occupied; (2) avail itself of the remedies provided for in Paragraph eighteen (18); and (3) avail itself of any other remedy available to LANDLORD under the law.
18. If TENANT becomes delinquent in rental payments, the LANDLORD shall have the right to take over the property of the TENANT and to secure the property to the space occupied, or to store it in any other location. Space made vacant by the removal of property of the TENANT may then be rented to another tenant at the discretion of the LANDLORD.
19. **INSURANCE:** TENANT AGREES that he will keep the boat fully insured with complete marine insurance, including hull coverage and indemnity and/or liability insurance.

THE LANDLORD DOES NOT CARRY INSURANCE covering the property of the TENANT. THE LANDLORD WILL NOT BE RESPONSIBLE for any injuries or property damage resulting, caused by, or growing out of the use of dock or harbor facilities; that the TENANT RELEASES AND DISCHARGES THE LANDLORD from any and all liability from the loss, injury (including death), or damages to persons or property sustained while in or on the facilities of LANDLORD, including fire, theft, vandalism, windstorm, high or low waters, hail, rain, ice, collision or accident, or any other Act of God, whether said boat is being parked or hauled by an Agent of LANDLORD or not.
20. Operation of the boat shall be restricted to TENANT'S SIGNATORY TO THIS AGREEMENT unless otherwise specified IN WRITING herein.
21. TENANT shall provide LANDLORD with a set of main door or hatch and ignition keys. The boat will be entered by the LANDLORD only for periodic inspection or for emergency service.
22. IN CASE OF EMERGENCY, as determined by the LANDLORD, the LANDLORD shall be authorized to move the subject boat, if possible and practical, to a safer area to protect the boat, property or general welfare if boat is unattended and TENANT cannot be reached. However, UNDER NO CIRCUMSTANCES is LANDLORD under any obligation to provide this service. Any costs incurred by LANDLORD shall be billed at the yard rate or as posted in the office. TENANT agrees to indemnify and hold harmless from any and all liability, loss or damage caused by or to the subject boat which may arise out of failure of the TENANT to move the boat, the inability of the LANDLORD to reach the TENANT, or by the movement of the boat by the LANDLORD. In general, the TENANT shall be solely responsible for any emergency measures.
23. DRY STORAGE SURVEY AND INSPECTION: The 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 TENANT(S) 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.
24. DRY STORAGE PROTECTIVE COVERING: The 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 or in the premises of the LANDLORD. The landlord will not be held responsible for any poly tarp covering.
25. REMOVAL OF PERSONAL PROPERTY: The 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 THE BOAT.
26. BOAT SINKING: In the event TENANT'S boat shall, for any reason, sink while berthed in a slip, at dockside or while otherwise occupying marina waters used by customers of the LANDLORD, LANDLORD may, if TENANT cannot be contacted immediately and if sunken boat constitutes a safety or water navigation hazard to other boaters, take immediate steps to raise and remove and/or repair said boat, all costs shall be at TENANT'S expense.
27. ENTIRE AGREEMENT: This agreement contains the entire understanding between the TENANT and the 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.

DATE: _____ OWNER'S INITIALS _____