

# WESTIN'S MARINE CENTER LLC

## WINTER STORAGE CONTRACT

October 1<sup>st</sup> thru April 30<sup>th</sup>

Please return this form with your FULL payment. Checks made payable to: Westin's Marine Center, LLC.  
All information must be completed and application must be signed on the bottom.

### WINTER STORAGE RATE

**\$30.00**

per foot + tax

### OWNER'S INFORMATION

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

### VESSEL INFORMATION

Type:  Sail  Power

Vessel Name: \_\_\_\_\_ Vessel Mfg: \_\_\_\_\_ Year: \_\_\_\_\_  
Length Overall\*: \_\_\_\_\_ Registration #: \_\_\_\_\_  
Beam Size: \_\_\_\_\_ Insurance Company: \_\_\_\_\_

*\* Length Overall (LOA) must include the swim platform, bow pulpit and the anchor*

### PAYMENT INFORMATION

Payment Option:  Cash  Check  Credit Card (add a 3% service fee for credit card payments)

For your convenience we accept the three major credit cards. --- Please Select Card:  Discover  MasterCard  Visa

Card Holder's Name: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Credit Card #: \_\_\_\_\_ Expiration: \_\_\_\_\_ CVV: \_\_\_\_\_  
Card Holder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This is an approximate launch date. Please call in the spring to coordinate a more precise launch date. If boats must be moved by reason of Owner's failure to haul or keep launch dates, Owner will be charged an additional \$5.00 per foot for each boat moved.

I, the undersigned, have read and agree to abide by all the terms and conditions set forth on the reverse side of this Agreement. *This application will not be accepted if it is not fully completed and signed.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## TERMS AND CONDITIONS

1. The word "Marina" is used here to indicate any person authorized to represent Westin's Marine Center, LLC. The word "Lessee" is used here to indicate the owner (or his authorized representative) of any boat located in the Marina.
2. The Marina will haul the boat from the water no later than December 20<sup>th</sup>. The bottom will be washed and the boat blocked for winter storage. The boat will be launched between April 1<sup>st</sup> and May 10<sup>th</sup> at a date reasonably determined by the Marina. If, through no material fault, the boat is not in the water by May 10<sup>th</sup> there will be an additional charge of \$25.00 per day due and payable. In the event the boat is not removed from the property by May 31<sup>st</sup>, the Lessee is responsible for all costs and expenses incurred in doing so.
3. When a boat enters the property of the Marina for the purpose of winter lay-up, slip rental, sale or any other purpose, it immediately becomes subject to the jurisdiction of the Marina and shall be located only where ordered and moved and maneuvered as directed. The Marina shall have the right to move the boat from one location to another from time to time at its discretion.
4. Lessee doing his own work is solely responsible for checking and caring for boat when launched.
5. A boat will not be launched until the Lessee has on board, available for use, adequate dock lines, fenders and an operable bilge pump.
6. The Marina does not employ guards or watchmen upon its premises, nor is it under any duty or obligation to do so or to keep Lessee's boat under surveillance at any time, and the failure to maintain such guard or watchmen shall not be deemed to create any obligation on the part of the Marina for the care or safety of Lessee's vessel or the equipment thereon.
7. All reasonable care will be taken by the Marina of the Lessee's property. However, the Marina assumes no responsibility for the safety of any vessel in the Marina, afloat or otherwise, or before, during or after the boat is hauled, or while it is awaiting haulage, being transported or is on land, and the Marina shall not be liable for fire, flood, abnormal high or low tides, theft, explosion, or water, snow or ice, freezing, wind, vandalism, leakage, sinking, acts of God, or other damage to said vessel, its equipment, or any property in or on said vessel. Lessee shall save the Marina harmless from any such loss or damage, and the Marina shall be under no obligation to insure the Lessee's boat, equipment or other property against any such loss or damage. Moreover, in the event of sinking, the Lessee shall act promptly to remove his vessel from the Marina.
8. It is mutually agreed that the Marina shall not be held liable in any manner for the safekeeping or condition of the Lessee's boat and is not responsible, therefore, as a warehouseman, but that the relationship between the parties is simply that of Lessor and Lessee. It is also understood and agreed that the Marina will not be responsible or liable for any damage or loss to or of the said boat, its tackle, gear, equipment, or property, either upon the said boat or upon the premises of the Marina or adjacent thereto. Marina will not be responsible for customer supplied canvas.
9. The Marina is not an insurance company and does not provide insurance coverage for boats or property in the boat, or damage caused or sustained by the Lessee. The Lessee warrants that he owns the boat and that it is fully covered by complete marina insurance coverage including liability and environmental spill. Moreover, the Lessee shall be responsible for damage that he or his boat or equipment may cause to other boats in the Marina or to the structures or facilities thereof.
10. The Lessee, for himself, his family and guests assumes all liability for and agrees to save the Marina harmless for any and all liability for injury to himself, his family and guests that may be suffered while on board Lessee's boat or while passenger on any work boat owned or operated by the Marina or while upon the premises of the Marina. Fees charged for services by the Marina shall neither expressly nor impliedly be construed to include any fee for passage on boats owned or operated by the Marina nor shall the Lessee be construed to be entitled to such passage at any time.
11. Lessee agrees that painting of the boat as well as other repair work may be the subject of regulated activity by the federal or state government. Therefore, the Lessee expressly acknowledges that nothing will be done to or on the boat which would violate any federal or state law or regulations, that would be detrimental to the land of the health and safety of others, or which would involve the use of toxic substances.
12. The Lessee agrees to use no open flames in or about the premises and to take no action, perform no work, which would increase the risk of fire, electrical or mechanical, or other hazard, or omit any precaution which should be taken in this connection. Use of ungrounded, faulty or inadequate electrical equipment, appliances, wiring or extension cords is strictly prohibited.
13. No independent or outside mechanics, contractors, brokers, or service organizations will be allowed to perform any work or to enter upon the docks, yard or buildings of the Marina for any commercial purpose who have not first obtained written permission from the Marina. Lessee and/or his immediate family may work on their boat at their sole risk.
14. Lessee shall provide the Marina with a set of main door or hatch keys, and ignition keys and the boat may be entered by the Marina at any time for periodic inspection or for emergency service.
15. The Lessee (and guests for whom he is responsible) agrees the conduct himself at all times when on the property of the Marina, or on any boat moored therein, so as to create no annoyance, hazard or nuisance to the Marina or to the other Lessees. This involves observance of good housekeeping and sanitation practices and the use of approved garbage receptacles and sanitation equipment.
16. Young children and animals shall be accompanied by adults at all times.
17. Wherever practical, the Lessee agrees to purchase his marine supplies and equipment from the Marina. All orders for work, material, items to be installed must be placed through the Marina.
18. "FOR SALE" or similar signs shall not be placed on boats or other equipment within the Marina by Lessee, and the Marina reserves the right to remove any sign placed therein by others without its prior written permission. All boats for sale must be listed with the Marina, and the Lessee agrees not to sell or offer the boat for sale at a price lower than that established for the Marina. Sale will be subject to a minimum of 1.5% commission.
19. Failure to make payment of all charges in accordance with this agreement shall create a lien upon the Lessee's property in the amount of such default pursuant to the Lien Law of the State of New York. In the event of default, by the Lessee or other dispute, the Lessee agrees to waive trial by jury and agrees to reimburse the Marina in full, for any attorney's fees and/or other legal expenses incurred by reason of a breach of any of the provisions of the agreement.
20. The Marina does not guarantee continuity of electric power. Lessees desiring use of electric power at other than occasional times when they are aboard their vessel shall do so only with the express permission of the Marina and pay a fee therefore to be determined by the Marina.
21. Boats arriving for winter lay-up must allow for at least a 2-week delay in winterizing. Winterizing is not guaranteed on any boat arriving less than two weeks before freezing conditions.
22. Boats accepted for "wet" winter lay-up must be decommissioned and put into dead boat condition. Power plug-ins other than emergency are strictly forbidden during wet winter lay-up.
23. The Marina will not be responsible for delays in hauling, launching or winter lay-up occasioned by weather or other incidents beyond its control.
24. If during the Lessee's occupancy of a slip the dock is damaged or defaced by Lessee in any way, proper repairs or necessary refurbishment will be made and the Lessee will be charged appropriately. If after a boat is launched from dry lay-up it becomes necessary to clean up the area as a result of Lessee's bad housekeeping practices, the Lessee will be charged appropriately.
25. All fueling of boats shall take place at fuel dock exclusively with no exceptions.
26. The Lessee shall keep the Marina informed of any change in the Owner's address and telephone number.