

**2012 SUMMER STORAGE AGREEMENT**  
**Between**  
**SEABOARD MARINA, INC. (Lesser)**  
**684 Tryon Street, South Glastonbury, Ct. 06073**

And

Customer Name (Lessee): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Email: \_\_\_\_\_ @ \_\_\_\_\_  
 Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

<b>Boat Make:</b> _____	<b>Reg. No.:</b> CT- _____	<b>Boat Name:</b> _____
<b>Beam:</b> _____	<b>Engine Make:</b> _____	<b>L.O.A.:</b> _____
<b>Trailer Make:</b> _____	<b>Plate No.:</b> _____	<b>Drive Make:</b> _____
<b>Dock Number:</b> _____	<b>Same as last year:</b> Yes: ___ No: ___	<b>Key Number:</b> _____

- Silver Launch Pass—Includes use of all Facilities, Storage of boat at Marina: \$ 795.00
- Gold Launch Pass – Includes Valet Service 7 days/wk and/or River Slip: \$1,895.00
- PWC floating ramp in water – located in basin \$ 895.00
- PWC water slip– located in basin \$ 500.00
- E, F, & G Dock – Up River – Boats up to 24’ LOA – Max. 8’ Beam: \$1,895.00
- E,F, & G Dock – Down River – Boats up to 24’ LOA – Max 9’ Beam: \$2,195.00
- E, F, & G Dock – River Slip – Boats more than 25’ LOA – Over 9’ Beam: \$2,495.00
- E, F, & G Dock – Single/Bulkhead / End T-Slips – Boats up to 40’ LOA: \$2,995.00
- C & D Dock - Basin Slips – Boats up to 23’ LOA Max. 8’ Beam: \$2,195.00
- B Dock – Basin Slips – Back Side - Boats up to 28’ LOA – 10’ Beam: \$2,495.00
- B Dock – Basin Slips – Front Side - Boats up to 32’ LOA – 12’ Beam: \$2,695.00
- A Dock – Basin Slips \_ Back Side – Boats up to 34’ LOA – 13’ Beam: \$2,895.00
- A Dock – Basin Slips – Front Side – Boats up to 40’ LOA – 14’ Beam: \$2,995.00
- H Dock – Individual Bulk Head River Slips – boats up to 38” \$2,995.00
- Monthly Summer Land Storage of Boat: \$ 7.50/ft.
- Monthly Summer Land (Brokerage Boats): \$ 6.50/ft.
- Monthly Summer Slip (June, July or August): \$ 35.00/ft.
- Monthly Summer Slip (May, September and September): \$ 25.00/ft.
- Hauling (Short Haul – Boat remains in slings): \$ 9.50/ft.
- Hauling (Haul/Block & Launch at a later date, up to two weeks): \$ 12.50/ft.
- Boat trailer or Sail Boat cradle storage for the Summer: \$ 150.00
- Towing Charges - Roundtrip (Includes Towboat and Operator): \$ 175.00/hour
- Electric Fee/Cable TV:(Additional \$250.00 A/C electric fee) \$ 250.00
- Transient Summer Docking – Night/Week: \$2.50/\$10.00/ft.
- Launch Pass – Day / Season: 25/\$500

<b>MC/VISA/Amex/Discover:</b> _____ - _____ - _____ - _____	<b>Exp.:</b> _____
<b>Customer Signature:</b> _____	<b>Date:</b> _____
<i>I have read understood and agreed to be bound by the conditions attached to this agreement</i>	

_____	\$ _____	
_____	\$ _____	
<b>Sales Tax:</b> _____	\$ _____	<b>Office Use Only:</b> _____
_____	\$ _____	
<b>Total:</b> / /	\$ _____	
<b>Deposit:</b> _____	\$ _____	<b>Rec'd by:</b> _____
<b>Balance Due:</b> _____	\$ _____	

A rental agreement must be signed, proof of insurance submitted, duplicate set of keys left with Seaboard Marina Management and slip paid in full prior to occupying space. This agreement to rent a slip or space it to be placed solely at Lessee's risk.

# GENERAL CONDITIONS FOR STORAGE

**LESSEE NAME:** \_\_\_\_\_

**INSURANCE:** THE LESSOR DOES NOT CARRY INSURANCE COVERING THE PROPERTY 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 THE 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, SNOW, 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 LIABILITY INSURANCE and to provide a copy of all insurance to Seaboard Marina, Inc.

**INDEMNITY:** The Lessee agrees to indemnify and save harmless the Seaboard Marina Inc., and it's owners and employees against any and all claims. This extends to the operation of the boat or the use of the premises. Acts of omission of the owner, his agents, employees, against any and all claims. This extends to the operation of the boat or the use of the premises. Acts or omission of the owner, his agents, employees, guests and invitees are also covered.

**NON-ASSIGNMENT OF SPACE:** It is agreed between lessor and lessee shall not assign, transfer, or permit the use of assigned space to any other party without the express written consent of LESSOR, such consent at the Lessor's sole judgement.

**ELIMINATION OF HAZARDOUS MATERIALS:** Cooking, burning, smoking or the use of any hazardous flame is prohibited inside or outside of boat in dry storage area. All non-permanent gas tanks, containers of liquid or gaseous fuels, solvents, flares, matches or any other flammable 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 EXTINGUISHER IN GOOD WORKING ORDER MUST BE ON BOARD.

**HAZARDOUS WASTE:** The use of, disposal of, or possession of any Hazardous Waste Material, as defined in the Connecticut General Statutes, in or on the marina property, including, but not limited to, Gasoline, Oil, Paints, Solvents, Anti-freeze, Bottom Paints, etc. Is strictly prohibited.

**WORKING ON BOAT:** Lessee may perform normal maintenance work on his/her boat in the dry dock area as long as such work does not interfere with the rights of other lessee's or the operation of the marina. If Lessee wishes to have someone other than himself or an employee of the marina work on his/her boat in the marina, prior written approval must be obtained from the Lessor. Such approval will only be granted if Lessor's service department cannot perform the required repair and/or the outside service men can deliver to Lessor evidence of a standard certificate of workman's compensation and liability insurance coverage. SAND BLASTING, POWER SANDING, SPRAY PAINTING, BOTTOM PAINTING, BOTTOM SCRAPPING, AND MAJOR REBUILDING OF ENGINES OR HULLS IS PROHIBITED, EXCEPT UNDER THE DIRECT PAID SUPERVISION OF THE LESSOR'S STAFF.

**SURVEY AND INSPECTION:** The LESSEE authorizes LESSOR to thoroughly survey the boat for fire hazards at hauling, prior to moving to, or at any time while in 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 failing to acquire or fully permit 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.

**REMOVAL OF PERSONAL PROPERTY:** The LESSEE should remove any valuable personal property from boat. IT IS UNDERSTOOD AND AGREED THAT THE LESSOR WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGED ITEMS OF PERSONAL PROPERTY OR CANNAS LEFT ON OR IN THE BOAT.

**ALL SPACE RENTAL FEES ARE PAYABLE IN ADVANCE:** (no refunds) It is understood and agreed that no boat is to be moved from its space unless and until all charges for space rental, service labor, and/or materials have been paid in full. A finance charge of 2% per month will be added to all unpaid balances. 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 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 THE LESSEE, THE LESSEE SHALL PAY THE LESSOR'S REASONABLE ATTORNEY FEES FOR SUCH OTHER REMEDIES AVAILABLE TO LESSOR UNDER LAW. Should any term or condition of this Space Rental Agreement be held void or unenforceable, then the term shall be deemed served from this Agreement and the enforceability of the remainder shall not be affected and will remain in full force and effect.

**RULES AND REGULATIONS:** The rules and regulations contained herein and as posted in the office or on the grounds of the LESSOR are for the safety and the welfare of those using 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 to 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.

Any infraction of the terms or conditions of this agreement, or the rules and regulations contained herein or as posted in the office shall, at the option of the LESSOR, cancel this space rental agreement upon proper notice to LESSEE, and the LESSEE shall remove his boat or rig from the premises.

**PROTECTIVE COVERAGE:** The LESSEE assumes all responsibility for providing adequate covering to protect the boat from any and all perils, and for the proper maintenance of such covering.

**TERMS OF THIS AGREEMENT:** This lease shall be for a period beginning May 31, 2012 and ending September 30, 2012 payable in full in advance, Lessor will not be obligated to haul, winterize, or store any boat until all charges and fees are paid in full, and a Dry Space Rental Agreement has been signed and accepted by the Lessor. LESSEE agrees to remove his/her boat prior to September 30, 2012. Boats not removed by September 30, 2012 will be charged \$7.50 per foot per month each month the space is occupied. BOATS NOT DOCKED OR STORED AT SEABOARD MARINA MUST BE PICKED UP WITHIN 10 DAYS OF LAUNCH DATE. Space rental agreement, and/or work order has been signed and accepted by Lessor. It is Lessee's decision as to when they would like their boat to be hauled, and the LESSOR shall not be responsible for any damage to boats during hauling and/or blocking (included but not limited to any cold water damage such as freeze ups or cracked blocks) as a result of Lessee's decision. Lessor requires 14 days advance notice prior to launching of the Lessee's boat. Lessor will make every effort to launch Lessee's boat on time. Lessor will not be responsible for any delays in hauling, winter lay-up, commissioning or launching due to equipment failure, bad weather, storms, floods, or any other reason beyond its control.

**DELAYS:** the LESSOR shall not be responsible for delays in hauling, winter lay-up, commissioning or launching due to inclement weather, high or low water, or for any other factors beyond its control.

**OUTSIDE LABOR:** outside labor/contractors of any kind are not permitted to work on any boat in storage without the written permission of Seaboard Marina. One condition to be imposed will be proof of insurance coverage satisfactory to Seaboard Marina.

**ELECTRIC SERVICE:** LESSOR does not guarantee that electric service will be available at all times. Living aboard boats is strictly prohibited. AIR CONDITIONERS MUST BE TURNED OFF WHILE NOT ON BOAT.

**ENTIRE AGREEMENT:** This agreement contain 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 herein.

LESSEE certifies that this agreement has been read and the terms and conditions set forth herein are fully understood. LESSEE further certifies that they have examined the Marina in which the subject boat is to be placed and finds it suitable and acceptable. I (WE) acknowledge receipt of a copy of this agreement.