



2013-2014

Desired Haul Out Date: _____

BOAT WINTER STORAGE AGREEMENT

Customer Name:		Home:	
Address:		Cell:	
City/State/Zip		Work:	
Check One:	Primary Address: <input type="checkbox"/>	Vacation Address: <input type="checkbox"/>	Email:

Boat Make:	Model:	Year:
LOA:	Beam:	Draft:
Boat Name:	Registration #:	Trailer Plate:

RESPONSIBILITY FOR WINTERIZATION (INITIALS REQUIRED)	
CUSTOMER REQUESTS AND AUTHORIZES FAIR POINT MARINA TO WINTERIZE THE BOAT	INITIAL: _____
CUSTOMER WILL WINTERIZE THE BOAT	INITIAL: _____

All storage fees are due immediately upon acceptance of the boat for storage. A monthly late fee of 2% (\$15 minimum) will be charged on any overdue balances. A \$50 fee will be charged on returned checks. No boats will be scheduled for launch or removed from the premises unless and until all amounts due hereunder are paid in full. Fair Point may lock and secure the boat and otherwise exercise its rights under the New York Lien Law.

Storage fees include haul out and launching. Mast stepping, washing and winterization are not included.

Customer is responsible for making Fair Point aware of any special hauling instructions. Fair Point is not responsible for damage to the boat if it is structurally unsound for the marina's hauling method or if the condition of the boat is a contributing factor.

A Customer whose boat, mast and/or trailer remains in storage beyond July 1, 2014 will be charged a summer storage fee of \$600.

Fair Point is a full-service boatyard offering a wide range of marine services such as shrink-wrapping, engine and system winterizations, engine repair and maintenance, electrical repair and fiberglass and paint services. Customer shall not use any outside contractors without the prior written approval of Fair Point, which approval may be withheld if Fair Point determines that it is able to provide the needed or desired service(s). Before any work may be done by an outside contractor, contractor must provide Fair Point with a signed site access agreement and a certificate of insurance showing insurance coverages acceptable to Fair Point.

"DO IT YOURSELF" WORK IS PERMITTED WHILE A BOAT IS IN STORAGE PROVIDED THAT CUSTOMER COMPLIES AT ALL TIMES WITH FAIR POINT'S RULES AND REGULATIONS AND ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. FAIR POINT HEREBY GRANTS PERMISSION TO CUSTOMER TO APPLY ANTI-FOULING PAINT WHILE THE BOAT IS ON THE PREMISES PROVIDED CUSTOMER PERSONALLY OWNS OR LEASES THE BOAT, USES ANTI-FOULING PAINTS THAT ARE CLASSIFIED BY THE NY DEPARTMENT OF ENVIRONMENTAL CONSERVATION AS "GENERAL USE" PESTICIDES, AND FOLLOWS ALL PESTICIDE LABEL INSTRUCTIONS. CUSTOMER SHALL NOT SAND, SCRAPE, PRESSURE WASH, PAINT OR PERFORM ANY OTHER WORK ON THE BOAT WITHOUT, IN EACH INSTANCE, THE PRIOR WRITTEN CONSENT OF FAIR POINT MARINA. CUSTOMER SHALL INDEMNIFY FAIR POINT FOR ANY LOSS, CLAIM OR EXPENSE ARISING FROM CUSTOMERS WORK ACTIVITIES ON SITE INCLUDING

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WITHOUT LIMITATION REMEDIATION COSTS AND FINES RELATING TO SOIL CONTAMINATION. ANY PAINTING DONE MUST BE DONE WITH A TARP PROTECTING THE GROUND BELOW THE BOAT, AND ALL SANDING MUST BE DONE WITH A VACUUM SANDER.

NO heaters or electrical devices of any kind may be left in use on the boat while it is in winter storage.

Customer assumes full responsibility for providing an adequate cover to protect the boat from rain, snow, wind and other perils and to inspect and refasten the cover periodically to prevent damage to the boat or other boats on the Premises. CUSTOMER RELEASES FAIR POINT FROM ANY AND ALL CLAIMS OF DAMAGE TO THE BOAT OR OTHER PROPERTY ARISING DIRECTLY OR INDIRECTLY FROM ANY CAUSE INCLUDING WITHOUT LIMITATION FIRE, THEFT, VANDALISM, WINDSTORM, RAIN, ICE, SNOW OR ANY OTHER ACT OF GOD, EXCEPT TO THE EXTENT SUCH LOSS OR DAMAGE WAS CAUSED DIRECTLY BY THE NEGLIGENCE OF FAIR POINT.

Customer agrees to keep the boat fully insured with complete marine insurance, including hull coverage and liability insurance without interruption during the Term.

Fair Point does not monitor the Premises or provide security. Customer shall remove all personal property from the boat prior to storage and secure or remove all instruments from the top of any masts. CUSTOMER RELEASES SNOWDEN PROPERTIES LLC FROM ANY LOSS, CLAIM OR EXPENSE ARISING FROM THE LOSS OR THEFT OF CUSTOMER PROPERTY LEFT ON THE BOAT OR THE PREMISES.

Customer is responsible for providing his or her own means of entry to and from the boat while it is in storage. Customer releases Fair Point from any and all liability for personal injury or property damage resulting from the use of ladders, platforms or other arrangements used by Customer, its agents or invitees to access the boat.

Customer shall provide Fair Point with a set of main door or hatch and ignition keys for use by Fair Point in the event of an emergency. Acceptance of such keys shall not be deemed as an assumption of any obligation or acceptance of any liability to Customer. Fair Point reserves the right to inspect, replace, repair or otherwise modify defective or inadequate blocking, stands, chains or cradles. Customer agrees to pay all reasonable charges incurred thereby. By retaining this right, Fair Point is assuming no duty to inspect, replace, or repair.

Customer shall not display a FOR SALE sign or other signage on the boat or Premises.

This Agreement and the Fair Point Marina Rules and Regulations (a copy of which are available upon request) shall be binding upon Customer, his/her family and guests. This Agreement is non-transferable. Any violation of this Agreement or said rules shall be grounds for termination of this Agreement. All notices pursuant to this agreement shall be deemed made when posted by regular mail to Customer's address as shown above.

I HAVE READ THE TERMS OF THIS AGREEMENT AND UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I AM ENTERING INTO A BINDING CONTRACT ON THE TERMS HEREIN STATED.

CUSTOMER SIGNATURE

SNOWDEN PROPERTIES LLC

EFFECTIVE DATE: _____