

2018-2019

LONG LAKE MARINA STORAGE AGREEMENT

This boat/PWC/motor/ or other storage agreement entered into this ____ day of _____ between Long Lake Marina, and _____ (herein after referred to as Owner).

- INDOOR HEATED SOTRAGE \$48.00/foot (YOU WILL BE CHARGED FOR AND GUARANTEED INDOOR, IF BUILDING GETS COMPLETED YOU WILL BE CHARGED DIFFERENCE) *COMING 2018***
 - INDOOR OR RACK STORAGE \$36.00/foot
 - SHRINKWRAP & OUTDOOR STORAGE \$31.00/foot
 - SHRINKWRAP ONLY \$22.00/foot
 - OUTDOOR SINGLE PWC \$250 unit flat fee**
 - OUTDOOR (2) PWC \$400 (2) units flat fee**
- INDOOR SINGLE PWC \$300 unit flat fee *NEW 2018***
- INDOOR (2) PWC \$500 (2) units flat fee *NEW 2018***

ADDITIONAL STORAGE FEES: (Boats only) \$15.00/day after August 1st of each year, unless prior arrangements have been made. The above fees to be charged whether the boat has been launched or not. \$400 summer storage if not using the unit for the summer.

ADDITIONAL SERVICES: Any and all other additional services specified by the Owner on either boat/motor, together with any parts which may be necessary to accomplish any service set forth in this agreement, or specifically specified by Owner, shall be billed at regular Long Lake Marina prices.

Owner agrees to our SPRING PREP service which can range from \$150-\$350/unit.

HAULING & LAUNCHING: The above fees include the hauling and launching of the boat at Long Lake Marina at its facilities located in Naples, Maine. Pickup and/or delivery of a boat at other locations is an additional cost.

TRAILER: The above storage fees for the boat include the storage of the trailer upon which the boat will be stored. If Owner does not have a trailer, Long Lake Marina shall store the boat in an upright position using Styrofoam or wood blocks, or placed on boat rack storage.

REMOVAL FROM STORAGE: *Owner agrees to give Long Lake Marina at least two week notice prior to the date Owner picks up or takes delivery of unit. Please note that this is a first-come first-serve basis.* Long Lake Marina shall use all reasonable efforts to comply with such requests. If you know you are picking up for Memorial Day, please notify ASAP.

PERSONAL PROPERTY: Long Lake Marina is **not responsible** for loss, theft, or damage to any items of personal property that may be left on the boat by Owner. Owner leaves all items in the boat at Owner's sole risk. We are not responsible for missing items in the spring.

DAMAGE & LOSS: Owner agrees that Owner will carry insurance coverage to insure both Owner and Long Lake Marina, owners and LLM Racing Inc., in the event of casualty or property loss subrogation against Long Lake Marina, or its employees, ***are not responsible for rodent damage and/or rotting or mildewing of canvas items, vinyl seats + stitching.***

APPLICABLE LAW: This agreement shall be constructed under the laws of the State of Maine. **PROOF OF INSURANCE:** OWNER MUST SUPPLY LONG LAKE MARINA WITH A COPY OF INSURANCE FOR BOAT/MOTOR/TRAILER ETC...

I, _____, hereby acknowledge that Long Lake Marina requires **TWO WEEKS NOTICE** to pull the boat out of storage in the spring. Please note that this is on a first-come first-serve basis. I understand that this is a MANDATORY REQUIREMENT for **ALL** Long Lake Marina storage customers. If I choose not to give two weeks' notice I understand that there will be **NO GUARANTEE** that I will receive my boat in my desired time frame. By signing this document I agree to comply with this policy.

Signature

Date

Initial

1. A. In the event indoor storage is selected by owner, Long Lake Marina shall determine the exact location of where of the boat will be stored within a given storage building.

B. Likewise, in the event outdoor storage is selected by owner Long Lake Marina shall determine exact location of where the boat will be stored.

2. All outstanding bills/invoices/charges shall be paid in full prior to launching or releasing to owner any boat, trailer, pwc or motor. A service charge of 1 1/2% per month shall be due and payable on all outstanding balances due after 30 days of invoice. Any returned payments as a result of nonsufficient funds or declined credit card charges are subject to a minimum service fee of \$10 plus the cost of bank fees incurred. Boats, pwc, trailers and/or motors having unpaid or overdue bills/invoices/charges left on the premises of Long Lake Marina shall have a lien placed upon them and may be sold. Such sale will take place at public auction in accordance with the provisions of the laws of the State of Maine.

3. A. Boat Owner shall provide proof of liability insurance to include pollution coverage on their vessels and equipment. Owner agrees to keep its boat and equipment fully insured with complete marine insurance, including, but not limited to hull coverage, liability insurance and coverage for acts of terrorism without interruption during the term of this Agreement.

B. Owner acknowledges that Long Lake Marina does not carry insurance on Owners boat or equipment. Further Owner warrants that the boat and equipment has in addition third-party liability insurance coverage of at least \$500,000 per occurrence. Long Lake Marina shall incur no liability of any kind whatsoever for any damage resulting from fire, it being understood that the owner shall carry such fire insurance for their protection. Additionally, Long Lake Marina shall not be liable for any damage resulting from any acts of God which include weather and related elements. Long Lake Marina shall assume no liability for the condition of the Owners property.

C. Owner agrees to indemnify and hold harmless Long Lake Marina from all claims of bailment, or claims of breach of contract and all claims of negligence (not amounting to gross negligence) against Long Lake Marina arising from this agreement. Owner further agrees to release and discharge Long Lake Marina from any and all responsibility or liability for injury (including death) loss, and damage to persons or property in conjunction with Long Lake Marina's facility, or equipment. This release and discharge shall cover without limitation any loss or damage resulting from Long Lake Marina's employees parking, docking or hauling owners boat, vandalism, acts of terrorism, theft, fire, hail, high/ low water, wind collision, freezing, ice, rain or any other acts of God.

D. Additionally, the Owner acknowledges and agrees that the consideration paid to Long Lake Marina for the storage of Owners boat/equipment is disproportionately small in comparison to the value of the boat and equipment involved, and the Owner is well aware of that and accepts the various types of risks that are involved in associated with the storage of its boat and equipment on Long Lake Marina premises. Therefore, it is agreed that the boat and all other property of the Owner its agents and guests, which may be brought on the marina premises is at the sole risk of the owner its agents and guests. The Owner expressly acknowledges and agrees that Long Lake Marina its agents servants employees will not be liable for any loss or damage to such boat and or property under any circumstances including but not limited to fire theft vandalism water damage storm damage and

Owner Initial _____

damage occurring from any act of God, sinking, pollution and damage from other boats, and the owner hereby waives any and all such claims against Long Lake Marina, it's officers, directors, managers, employees, or agents asserted by Owner including without limitation or claims concerning any negligent acts omissions and breaches of this agreement by Long Lake Marina, to the extent permitted by law. The

owner further agrees and does hereby on behalf of himself his heirs executors servants and employees and guests from any liability for any loss or damage to the person of the owner his employees servants agents and guests under any circumstances including any negligent acts or omissions of Long Lake Marina to the extent permitted by law and the owner agrees on behalf of himself his employees service agents and guests to assume the soul risk of any such loss or damage.

4. Trailers owned by Long Lake Marina customers are stored on the premises of Long Lake Marina at no expense to the customer, however, Long Lake Marina shall not be held responsible for theft or damage to trailers. Long Lake Marina shall not be responsible for the condition or road worthiness of owners trailer. In the event of any break down or damage that may occur as a result of owners failure to maintain its trailer, owner shall be responsible for all repairs to the trailer and shall further be responsible for any and all damage that may have been caused by such trailer. Owner agrees to indemnify and hold harmless Long Lake Marina from any and all matters or causes of action arising out of owners defective trailer.

5. Owner recognizes that outdoor spaces and yards are not fenced and Long Lake Marina does not provide security guard services. Long Lake Marina shall not be responsible for the loss of any articles or equipment left on the boat. Items not affixed to the boat should be removed by the owner for safekeeping. Long Lake Marina shall not be responsible for any fuel left in the boat nor for any damage due to freezing.

6. Boats will be launched/delivered based on requested date and your boats position in the yard. There are no guarantees your boat will be launched on the exact date requested.

7. The integrity of shrink wrap is not guaranteed for winds over 50 miles an hour.

8. Fuel tanks are not to be filled to maximum capacity prior to storage. Fuel expansion can cause an overflow from the fuel tank vent or filler cap, which can cause hull staining and vinyl deterioration for which Long Lake Marina shall not be responsible. Additionally, Owner shall indemnify and hold harmless Long Lake Marina from any and all claims resulting from fuel leaking or dripping onto another customers boat or equipment.

9. Should any term or condition of this agreement be held void or unenforceable, then the term shall be deemed severed and the enforceability of the remainder of this agreement shall not be affected and will remain in full force and effect.

10. In the event of any dispute arising from this agreement, jurisdiction shall be with in the courts of Maine with venue lying in Cumberland County

11. The terms and conditions of this agreement contains the entire understanding between owner and Long Lake Marina and no other representation or inducement verbal or written has been made which is not included in this agreement.

Owner Initial _____

WINTERIZE PACKAGES

Boats being stored for the winter require a winterization process. Please select from the following service packages: (All packages are per engine)

- FULL WINTERIZATION:** Winterize to factory recommended specifications
- WATER SYSTEM WINTERIZE:** For livewells, sinks and ballast systems
- TRAILER CARE SERVICE:** Bearing grease, check lights, inspect for rust, check bunks for damage, check axle alignment **\$130/axle**

WINTERIZE RATES

(Rates are estimates only! Some motors require additional parts! Which may be in addition too;)

PWC WINTERIZE: ≈ \$355.00

SINGLE ENGINE JET BOAT: ≈ \$355.00

DOUBLE ENGINE JET BOAT: ≈ \$675.00

SKI BOAT: ≈ \$565.00

4 CYL. STERNDRIVE: ≈ \$480.00

V6 – V8 STERNDRIVE: ≈ \$550.00

40 – 60 H.P. OUTBOARD: ≈ \$390.00

75 – 200 H.P. OUTBOARD: ≈ \$420.00

225+ H.P. OUTBOARD: ≈ \$520.00

WATER + BALLAST SYSTEMS: ≈ \$90.00

***PAYMENT IS REQUIRED OR A CREDIT CARD ON FILE FOR THE COST OF STORAGE AND WINTERIZATION UPON LONG LAKE MARINA'S RECEIPT OF THE BOAT.**

The Owner warrant and represents that Owner has read the above storage agreement and terms thereof, and agrees to be bound by same.

OWNER _____
FORWARDING ADDRESS _____
CITY/STATE _____
PHONE # _____
SUMMER ADDRESS _____

Owner/ Boat care taker

DATE

TOTAL FEES: With the exception of specified services and items, the fees for the storage and items for the storage are as follows:

BOAT STORAGE _____
BATTERY STORAGE **\$10.00** _____
TRAILER CARE _____
WASHING _____
Winterize _____
PICKUP AND DELIVERY _____
TOTAL _____

I agree that Long Lake Marina may charge my credit card for goods and services related to the repair and storage of my _____.

Please charge the account: _____ EXP: _____
security code: _____

Billing address of credit card including zip
code: _____

Signature

Date

Initial