

SEABOARD MARINA, INC.
2017 - 2018
WINTER STORAGE AGREEMENT

Between
SEABOARD MARINA, INC. (Lessor)

684 Tryon Street, South Glastonbury, CT 06073

Phone: 860-657-3232 Fax 860-657-3101 Website: www.SEABOARDMARINA.com
and

NAME: (Lessee) _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
CEL: _____ HOME: _____ WORK: _____
EMAIL: _____

This is an agreement to rent dry storage space, in which is to be placed, solely at the LESSEE'S risk:

BOAT MAKE: _____ **MODEL:** _____ **YEAR:** _____ **LOA:** _____

BEAM: _____ **REGISTRATION:** _____ **BOAT NAME:** _____

MOTORS: _____ **YEAR:** _____ **H.P.:** _____ **DRIVE (S) MAKE:** _____

TRAILER MAKE: _____ **YEAR:** _____ **PLATE NO.:** _____

WINTER STORAGE RATES: _____ **HAUL DATE:** _____

BOATS UP TO 26' LOA: \$27.00/ft. **LOCATION OF KEYS:** _____

BOATS UP TO 32' LOA: \$30.00/ft. **PAD LOCK COMBINATION:** _____

BOATS UP TO 42' LOA: \$35.00/ft.

BOATS ON TRAILERS: \$23.00/ft.(up to 22' - Storage only - hauling extra)

Please fill out 2017/2018 Decommissioning Checklist. I wish to reserve a SLIP for 2018 season _____

Please contact me about (selling/trading) my boat _____

HAUL OUT, POWER WASH BOTTOM, PLACE IN DRY STORAGE,SPRING LAUNCH.

TRAVEL LIFT USE - BLOCK KEEL \$25.00

PLACE ON ___BOAT STANDS - POWER BOAT \$10.00EA - SAIL BOAT STANDS \$12.00EA

WINTERIZE AS NOTED IN DECOMMISSIONING CHECK LIST

REMOVE DRAIN PLUG \$10.00

CHECK HERE IF YOU DO NOT WANT ANY WINTERIZING SERVICES PERFORMED BY SEABOARD MARINA . NO WINTERIZING WORK WILL BE DONE WITHOUT A CUSTOMER SIGNED SERVICE ORDER. ABSOLUTELY NO PERMANENT ANTIFREEZE WILL BE PERMITTED FOR USE IN THE RAW WATER SIDE OF ENGINES OR GENERATORS UNDER ANY CIRCUMSTANCES IN THE YARD. ALL SERVICES AND GAS CHARGES WILL BE BILLED ON A SERVICE INVOICE.*ALL STORAGE FEES PAYABLE IN FULL IN ADVANCE BEFORE BOAT IS HAULED. DEPOSITS ARE NOT REFUNDABLE. NO OUTSIDE LABOR.

I HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY ALL THE GENERAL CONDITIONS ATTACHED TO THIS AGREEMENT.

MC/VISA/AMEX/DISCOVER #: _____ - _____ - _____ - _____ **EXP.:** ___/___

___CHECK ENCLOSED ___ CASH THREE DIGIT CODE ___ BILLING+ ZIP CODE: _____

AUTHORIZED SIGNATURE: _____

_____	AMOUNT DUE:	\$ _____	
_____	TAX:	\$ _____	
_____	TOTAL:	\$ _____	
_____	DEPOSIT: / /2017	\$ _____	
_____	BALANCE DUE:	\$ _____	

Service Order No.: _____
Office use Only: _____
Rec'd by: _____

GENERAL CONDITIONS FOR STORAGE

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 hold harmless Seaboard Marina Inc., and its 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 HAZADOURS 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 aloud to collect in or around boat at any time. The LEESEE 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.

HAZADOUS 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 HULS 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 perm 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 PERSONNAL 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 CANVAS LEFT ON OR IN THE BOAT.

ALL SPACE RENTAL FEES ARE PAYABLE IN ADVANCE: 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 LESEROR 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 October 1, 2017 and ending May 31, 2018 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 from storage prior to May 15, 2018. Boats not removed by May 15, 2018 will be charged \$10.00 per foot per month each month the space is occupied. **BOATS NOT DOCKED OR STORED AT SEABOARD MARINA MUST BE PICKED UP WITHIN 7 DAYS.** 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 10 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.

Seaboard Marina, Inc reserves the right to retain the vessel without additional legal action until such time as all debts are satisfied. Any expense associated with such retention shall accrue to the unpaid balance due and payable before release. If the vessel leaves the boat yard with an outstanding balance, Seaboard Marina, Inc. in no way relinquishes its claim to payment or right to regain possession of the vessel until all debts are satisfied. In addition, Seaboard Marina, Inc. retains full ownership rights in all tangible property installed as part of its work on the vessel until payment for such work is made in full, including the right to physically remove any such equipment from the vessel. All payments shall be final and non-refundable.

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. Electric service will be off between 8pm and 8am. Living aboard boats is strictly PROHIBITED. The use of electric and or gas heaters on boats are strictly prohibited. All electric must be disconnected when owner is not on boat.

ENTIRE AGREEMENT: This agreement contains 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.

Dear Boater:

Now is the time to sign up for WINTER STORAGE at SEABOARD MARINA. We truly appreciate your business and value the opportunity to serve you. We are an Owner Operator Full Service Marina located on eight and a half acres on the beautiful Connecticut River. We offer an exceptional location (15 min. from Hartford) and facility specifically designed to enhance your boating pleasure. Personal Services from people who care about our Customers. Seaboard Marina received the State of Connecticut, Department of Environmental Protection GREEN CIRCLE AWARD. The Marina Facilities For Boats 15'-45' include:

<p>Complete On-The-Water Service - Winter Storage on land for 300 boats with electricity and water - 25-Ton Travel Lift – 15 ton Hydraulic Trailer - MerCruiser, Volvo and OMC Parts and Service – Diesel Technicians - Paved Launch Ramp - Member use only Restrooms and Showers - Picnic Area and BBQs - Snack and Soda Bar - Parts Store - Used Boat Sales - Boat Brokerage - Marine Consignment - Fiberglass and Carpentry Repair– Sun Deck - Fuel Service - Pump-Out Service - Ships Store - 24 Hour Video Surveillance – Dock master - And much more...</p> <p>visit us on the web: www.SEABOARDMARINA.com</p>
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Enclosed is our 2017-2018 WINTER STORAGE Reservation Form. Please call Michael and/or Angela at (860) 657-3232 to coordinate your arrival and preferred hauling dates (Pay in full by August 31, 2017 and receive a 10% discount on your storage bill). In addition, you will receive a 10% discount on your 2018 summer slip by storing your boat with us this winter. A \$500 deposit by September 30th will be required in order to reserve your slip for the 2018 season. We cannot guarantee your slip selection if deposit is received after that date. We will be glad to discuss the necessary preventative maintenance to keep your boat out of the shop and in the water next year. You can count on us to provide the finest service for our marina customers. Come and Discover SEABOARD MARINA.

If you're looking to repower or just have some preventative maintenance work done over the winter talk to Lincoln, our Service Manager. He will be glad to discuss any service work you wish to have done. We service Volvo Penta, MerCruiser, OMC, Crusader, Yamaha, Johnson and Suzuki engines. We also offer Diesel engine repair, generator and marine air conditioning sales, service and installation and full Marine Systems and Electronics Installation.

On behalf of SEABOARD MARINA, I appreciate your patronage and look forward to being a part of your boating future. Find out why over 300 boat owners choose us year after year for winter storage and winter service. Whether it's for the whole summer/winter or just a stopover, my staff and I will make sure your stay is a memorable one.

Sincerely yours,

**Michael J. Buenaventura
President**

From Hartford, take Route 2 East, Norwich – New London. Take left exit 7 on Route 17 South, Portland – South Glastonbury. Follow Route 17 South into South Glastonbury. Turn right on Water Street, onto Route 160. Follow the road straight for two miles. SEABOARD MARINA will be on the right.

