

# Essex Marina Winter Storage Contract

Essex marina, Inc., P.O. Box 57, 2272 South Main St., Essex, NY 12936  
(518) 963-7222 / essexmarina@hotmail.com / <http://www.essexmarinany.com>

Date \_\_\_\_\_

Boat Owner(s): \_\_\_\_\_

Owner(s) Address \_\_\_\_\_

Boat:	Beam:	Key Location:
Make:	Weight:	Combo:
Fuel Cap.: gal.	Stored:	Key on File?
Length:	Stored on:	

Please make corrections as needed.

**Winter storage deposit due by 10/1: \_\_\_\_\_ \$100\_\_\_\_ . Balance to be billed per contract.**

*1. This agreement is between the above Owner(s) and Essex Marina, Inc. (lessor) hereafter called Essex Marina. To be valid all accounts with Essex Marina must be current and this contract must be returned with the above stated deposit on or before October 1". If the Owner(s) cancel this lease or it is voided for cause, the deposit shall be retained by Essex Marina as liquidated damages. Once boat is hauled no refund or pro-ration of fee will be given.*

*2. The Owner(s) recognize that Essex Marina's outdoor yard space is not fenced and that Essex Marina does not provide 24-hour security guard service. Essex Marina will provide periodic, visual surveillance of the boat exterior and cradle or stands, but does not inspect decks, scuppers, cabins, hull interiors or boat covers for soundness, water leaks or other damages from any cause including weather, theft, and vandalism. Snow removal from boats is done only when requested in writing and is charged as additional labor when performed. Essex Marina assumes no responsibility, other than for its gross negligence, for any damage to the boat and its outfit, covers, or cover framework due to weather or elements.*

*3. Essex Marina will attempt to provide, on a "shared with other" basis, 110 volt electric service within 50 foot extension cord distance of boats in the yard when needed and requested in advance for maintenance work on the boat. Such electric service is not provided for cabin or water heating or for connection to the boat's electrical system. No one may live on-board a boat overnight while boat is on shore.*

*4. Essex Marina reserves the right of first refusal for performance of any work in boats that is not to be done by the Owner(s) or their immediate family and non-paid friends. Essex Marina may deny access to its property to any outside contractor or paid worker or require proof of adequate insurance coverage. In addition, at its sole discretion, Essex Marina may require and charge for supervision of outside workers while they are on the premises.*

5. Essex Marina will invoice the remaining lease fee and charges for other services performed when they are completed. Owner(s) agree to pay within 25 days. A late payment fee of 18% per annum as well as a \$2.00 rebilling fee will be charged on the unpaid balance. No boat will be launched or released from the premises until all accounts due to Essex Marina have been paid. Owner(s) agree to payment of all legal and other fees incurred in collection of accounts and that the court venue for collection shall be Essex County, NY.

6. As part of this lease of space, Essex Marina agrees to haul the boat and re-launch the boat in the spring without additional charge. Placement on a trailer for truck removal may involve additional charges. Essex Marina will attempt to haul on or about October 15th and launch on or about May 15th, as modified by weather, lake level, other exigencies, and Essex Marina's work schedule. Boat must be ready for hauling after October 11th or Essex Marina may declare this contract voided for cause and assume no further responsibility for subsequent damage to the boat. Owner(s) agree to inform Essex Marina of location of underwater fittings and/or special hull configurations prior to hauling and will not hold Essex Marina responsible for damage thereto. Owner(s) warrant that the hull is in sound condition and capable of being hauled by crane or marine railway where applicable without damage. Essex Marina shall not be responsible for the loss, damage, or theft of any article including dinghies and deck boxes left on board or on the premises. Items not affixed to the boat should be removed by Owner(s) for safekeeping.

7. All portable gasoline and propane tanks and flammable materials must be removed from boat. All non-portable gasoline tanks must be filled to about 95% prior to hauling. Lead-acid batteries shall be removed from the boat wherever practical. Owner(s) shall notify Essex Marina if batteries are being left on board. Any trailer provided by Owner(s) for storage or transport of the boat must be licensed and inspected for use on public roads. Owner agrees to reimburse Essex Marina for any fines or expenses incurred because of lack of license or inspection of a trailer. A complete set of keys and/or combinations for ignition and all doors and compartments must be on file with Essex Marina. Essex Marina is not liable for damage due to delays in hauling while waiting for keys.

8. Essex Marina does not wish to store boats on land in the summer. All boats should be ready for launch by the specified launch date. Owner(s) of any boat not ready for launch by the launch day will pay relocation charges if Essex Marina decides, for any reason, that the boat must be moved. No credit will be given for omission of spring launch if Owner(s) elect not to launch the boat.

9. Boats without summer dockage agreements will be tied up or moored in a space available basis without charge for seven days after launch. Regular daily dock rates will be charged thereafter. Owner(s) agree to pay for additional lines and fenders if needed to dock the boat safely.

10. In addition to the lease of space, this agreement constitutes a work order for performance of the services as itemized on the "Winter Boat Storage Service Order." Any changes to the work requests must be made in writing.

11. Owner(s) agree to comply with applicable federal and New York State laws and regulations and rules stated by Essex Marina regarding safety, sanitation, and toxic materials. Only non-toxic antifreeze may be used in systems that are open to the lake. Bottom paint must comply with current laws for sale in New York. Paint scraped or sanded from bottom must be collected on drop sheets and properly disposed. All toilets must be sealed for legal use on Lake Champlain. Essex Marina may inspect boats to insure compliance with pollution laws and reserved the right not to launch boats that are not in compliance.

12. Boats advertised as "For Sale" while on Essex Marina property may be shown by the Owner(s) themselves or by Essex Marina employees when arranged by the Owner(s). "For Sale" signs may be placed on the boat only if a brokerage agreement (non-exclusive) has been signed with Essex Marina. For safety and security of all boats, no outside broker or potential buyer will be allowed access unless accompanied by the Owner(s) themselves or by an Essex Marina employee.

13. Owner(s) hereby hold Essex Marina, and those from whom Essex Marina leases property harmless with respect to damage or loss of the boat and/or its outfit by fire, theft, vandalism, strike, not, any of the elements, acts of God, or any other conditions or forces beyond Essex Marina's control.

14. I (we) have read this contract (including the reverse side) and agree to its conditions.

**Signature**\_\_\_\_\_ **Owner**\_\_\_\_ **Date** \_\_\_/\_\_\_/\_\_\_

**Signature**\_\_\_\_\_ **Co-Owner**\_\_\_\_ **Date** \_\_\_/\_\_\_/\_\_\_