

Dockage, Storage and Credit Agreement Between:

version 08

**Willsboro Bay Marina, Inc.
25 Klein Way
Willsboro, NY 12996-4049**

and

Owner(s) _____

Make _____ Model & length _____ Year _____

Willsboro Bay Marina, Inc. is hereafter called the marina in this agreement. If owner only stores a boat at the marina or has a boat serviced by the marina, all portions of this agreement not specifically referring to dockage apply. If owner only opens a charge account with the marina, only the next paragraph applies. If owner subsequently becomes a dockage, storage or service customer, then the appropriate portions of this agreement will also come into effect.

By accepting this agreement, owner is applying for a net 20 day charge account with the marina for expenses incurred by the owner or boat, including but not limited to labor charges, fees as covered in this agreement, dockage, storage, and items charged at the chandlery, the service department, and the fuel dock. This account will be governed by the following terms: Payment shall be by cash, check or money order. A service charge of 1.8% per month (23.9% per year), subject to a monthly minimum (currently \$ 1.00) which may vary from time to time will be added after 20 days. The maximum fee permitted by New York State (currently \$ 20.00) which may vary from time to time applies to returned checks and drafts. Owner authorizes the release of credit information on his/her accounts. A consumer credit report may be requested in connection with updates, renewals, or extensions of any credit granted as a result of this application. If asked, the marina will inform owner whether or not such a report was requested and if so, the name and address of the agency that furnished the report. The marina will have a purchase money security interest in all items purchased until paid in full unless prohibited by law. The marina may assign the account at any time. Owner agrees to payment of all legal and other fees incurred in collection of overdue accounts. Owner agrees that the court venue for collection shall be Essex County, New York. The marina shall have mechanic's, storage, maritime, and/or other lien(s) upon the owner's boat for all of the above charges. To satisfy the lien(s), the marina may sell the boat and/or equipment at public or private sale if debt is not fully satisfied after due date. The owner shall be obligated to pay any deficiency resulting from said sale.

The marina agrees to lease space for the above boat during the normal summer season. This lease is not valid for any other boat unless agreed in writing by the marina. The season length or location of space may be altered due to adverse weather or lake level. If the marina is unable to provide space for the season as contracted, its liability shall be limited to a prorated refund of fees paid. This lease may not be transferred or sublet by owner or applied to a boat other than the boat listed above without the consent of the marina.

The marina agrees to lease outdoor space for storage of the boat. Owner recognizes that outdoor spaces are not fenced and that the marina does not provide security guard services. The marina will provide periodic visual surveillance of the boat exterior and cradle or stands, but does not inspect decks, scuppers, cabins, hull interiors or covers for soundness, water leaks or other damages from any cause including weather, theft and vandalism.

The marina reserves the right to use or rent docks when owner's boat is not present. Owner is required to notify the marina in advance when owner expects to have boat out of the dock for more than one day or overnight. If owner **repeatedly** fails to notify the marina of slip availability, the marina may charge the owner for the lost overnight dockage revenue. The preceding three sentences do not apply when the optional premium dockage program is selected and the additional premium fee is paid.

The marina will provide periodic visual surveillance, but assumes no responsibility for security or safekeeping of vessels. The marina shall provide accessibility to drinking water and a single 30 amp, 110 volt electrical receptacle for dockside boats, but assumes no responsibility for any damages resulting from temporary lack of these services. Additional charges apply for an additional or different sized electrical receptacle or air conditioning or heat use. A fee will be charged for storage and handling of any trailer, cradle, or blocking left at the marina more than 15 days after launch, except for items used in the following season's winter storage at the marina.

Owner shall provide the marina with a complete set of keys and lock combinations. Owner shall provide adequate and properly placed lines and fenders. Owner accepts full responsibility for the condition of lines and fenders and for any damage that may result from their failure. Owner is responsible for damage to docks or other boats caused by improper docking, fendering or securing of boat or dinghy. If necessary for protection of the boat, other property or docks, the marina may provide additional lines or fenders at owner's expense. The owner grants permission to the marina to move the boat by its own power or by towing to another location as deemed necessary by the marina for safety of the vessel or others or for other operational reasons that may arise. If the marina must move the boat or is requested to service the boat and keys/combination are not available, owner agrees to reimburse the marina for expenses incurred, including installation of replacement locks, and agrees to hold the marina harmless for damages arising from entry and moving.

Boats may not be fueled from portable containers at the marina. Flame, heating elements, flammable liquids, explosive gases or other hazardous materials or equipment, excepting galley stoves, propane barbecues, lamps, engines, and installed heaters, may not be used on boats while docked or stored at the marina. Heating, air conditioning and water heaters may not operate in unattended boats.

Owner agrees to pay a commercial surcharge on dockage if boat is chartered at the marina. Owner agrees to comply with the marina's posted rules and is responsible for the compliance of owner's guests.

The marina requires proof of proper and adequate insurance coverage from any outside contractor or paid laborer before permitting them to work at the marina. Before being permitted to work at the marina, outside contractors and paid laborers must also demonstrate compliance with all applicable governmental and regulatory requirements including but not limited to: sales tax registration, pesticide applicator certification, workers compensation insurance, and INS eligibility to work in the United States. Owner is responsible for cleanup of docks and yard after their work and will be charged a fee if further work by the marina staff is necessary.

Owner certifies that any marine toilet systems and gray water systems aboard the boat are in compliance with New York State laws for use on Lake Champlain and gives the marina the right to verify compliance.

If owner's boat sinks at the marina, the marina may take immediate steps to raise and remove it with all costs at owner's expense. Owner agrees to have the boat out of the rented slip by the end of the haul out season. If boat is still on the dock at the end of the season, the marina may haul, winterize, and store the boat at overtime rates at owner's expense.

If owner violates any of the above terms, the marina reserves the right to terminate this lease for cause, without warning, and may require the owner to remove the boat immediately. Any failure of the marina to exercise a right shall not be deemed a waiver of said right. If owner cancels this lease or if the marina terminates it for cause, the entire amount paid shall be retained by the marina as liquidated damages.

The owner shall indemnify and hold harmless the marina and its agents, employees, officers, and directors from and against all claims, damages, losses and expense, including attorney's fees, arising out of lease of marina facilities or out of owner's operations provided it is caused in whole or in part by any negligent act of omission on the part of the owner or anyone the owner is responsible for, regardless of whether or not it is caused in part by the marina. The marina is not responsible to the owner for any loss caused in whole or in part by changing water levels, flood, ice, fire, wind, vandalism, acts of God or any other occurrences, whether the loss occurs to the vessel or the owner's personal property. The owner is responsible for carrying his own insurance to cover such causes of loss.

Alterations written into this contract by owner or the marina are not valid unless initialed by the burdened party. All singular references to "owner" in this agreement shall be understood to be plural when applicable. The word "owner" shall also refer to any person(s) other than the owner of the boat when said person(s) makes this agreement with the marina and is the primary user of the boat. If any paragraph or provision of this agreement violates the law, said paragraph or provision shall be considered removed from this agreement but the remainder of this agreement will remain valid and binding.

X _____ Owner (Buyer) _____ Co-owner Date _____

X _____ for the marina Date _____