

# Harbour Cove Marina Winter Storage Agreement

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This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 / 2023 by and between Harbour Cove Marina, hereinafter called "LESSOR" and \_\_\_\_\_, hereinafter called LESSEE. The parties agree to the following:

1. The premises may be occupied and used by the LESSEE solely for the storage of his vessel for the period beginning on \_\_\_\_\_, 2022 and continuing until approximately \_\_\_\_\_, 2023 at the following rates
2. Land rent: \_\_\_5\_\_\_ft. per month. Summer Storage rates will begin May 1<sup>st</sup> 2023. Summer rates are \$10.00 per day or \$300 per month.
3. If vessel is not launched by designated launch date LESSEE is responsible for all fees incurred if the vessel is moved.
4. The LESSEE shall provide and LESSOR acknowledges receipt of the Deposit in the amount of \$\_\_\_\_\_ ; deposit will be forfeited and retained by the LESSOR as liquidated damages in the event of the vessel is not available for hauling at the LESSOR premises. If LESSEE cancels this contract after November 1 2022, a cancellation fee of \$100.00 will be deducted from Lessee's deposit.
5. The LESSOR agrees to remove the vessel from the premises and place it in the water on the prearranged launch date and time.
6. The LESSOR has the right to refuse any vessel which in his sole judgment is deemed to be present unreasonable hazards. In the event this happens the LESSOR will refund the deposit to the LESSEE
7. The use of torches or open flame, inflammable or toxic removers, or any other hazardous materials or equipment is prohibited.
8. Sandblasting, spray painting, hull stripping, power sanding that creates airborne dust not permitted
9. All paint chips and bottom painting residue must be collected. Environmental cleanup charge may apply if not cleaned up. Harbour Cove rents dustless sanders for \$15 an hour.
10. LESSOR does not loan tools, electrical cords, appliances or ladders.
11. **INSURANCE:** LESSEE AGREES to keep the boat fully insured with complete marine insurance, including hull coverage and indemnity and/or liability insurance. The LESSEE will provide to the LESSOR, a current Certificate of Insurance with Harbour Cove Marina named as an additional insured which identifies all coverage limits including a **minimum of \$300,000.00 liability**. LESSOR does not carry insurance covering the property of the LESSEE.
12. **INDEMNIFICATION:** To the fullest extent permitted by law, LESSEE shall defend, indemnify and save harmless LESSOR and/or any of its parent, affiliated or subsidiary entities, companies, corporations, partnerships, limited partnerships, limited liability partnerships, limited liability companies, (collectively "Agents") from and against any and all claims, demands, suits, actions, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including reasonable attorneys' fees and expenses, brought by any State or Federal Agency or entity, client or customer, on account of bodily or personal injury, sickness, disease or death sustained by any person or persons, or injury or damage or personal injury, or injury or damage to or destruction of any property, including, without limitation, loss of use thereof, directly or in, directly arising out of or in connection with or relating to the dock space rental, HCM services, premises and or facilities, LESSEE's boat (including but not limited to the operation, repair and any other services whether parked or hauled by an agent or employee of LESSOR) and any other service or outgrowth in connection with or pursuant to this Agreement, whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and LESSEE shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings.
13. The LESSEE should remove any personal property from the boat prior to storage. The LESSOR will not be responsible for theft or damage to any items or personal property (including valuables) left in the boat. (SEE INDEMNIFICATION ABOVE)
14. LESSEE agrees to follow the HCM "Clean Marina Rules. LESSEE acknowledges that a copy has been received and is incorporated into this Agreement by reference. By signing below I certify that I have read, understand and received a copy of this agreement and the Harbour Cove Marina Rules and Regulations, including warnings of new government regulations, and will so comply.
15. All account balances must be paid prior to moving or launching boat. **NO EXCEPTIONS**

Signature		Date	
Address		Boat Type	
City, State, Zip		Boat Size	
Phone		Email	