



2023 WINTER STORAGE CONTRACT

Agreement for winter storage between:

Marina: Maple Avenue Marina, LLC
121 Maple Avenue
Bay Shore, NY 11706
Phone (631-665-6001) Fax (631-969-8595)

And

Vessel Owner:

Name: _____

EMAIL: _____

Address: _____

Boat Make: _____

Boat Length: _____

Phone Work: _____

Cell Phone: _____

Add your email for all billing!

Agreement for winter storage of above vessel at:

Boat length _____ ft. x _____ per ft. price = \$ _____ (plus tax) 8.625% = \$ _____

Up to 19' ft	\$23.50 p/f
Up to 29' ft	\$26.50 p/f
Up to 39' ft	\$31.50 p/f
40' plus ft	\$34.50 p/f

This rate does **not** include haul, block, power wash and spring 2024 launch.

A separate contract for hauling services must be signed with Dicksons Marine West, Inc. that is made a part of this contract.

Very Important: Your boats winter storage location within the facility is based upon your requested Spring 2024 launch date, as indicated on your winter service contract. Please assure your boat is readied for launch by your requested date. Additional charges will apply if it becomes necessary to relocate your boat resulting from a missed launch.

Terms: Payment in full must be submitted with this contract, properly filled out and signed by you. You hereby agree to pay for all charges that you incur.

Launching Date - Your boat must be launched on or before April 30, 2024. MAM reserves the right to launch your boat without your authorization after April 30, 2024 and you agree to pay MAM an additional storage fee of \$75.00/day if your boat remains on MAM's property, or property of MAM's choice, (wet or dry) , after April 30, 2024, unless you have contracted separately with MAM for slip rental or made other arrangements in writing, signed by MAM. This contract is for outside winter land storage of the boat above; when "boat" or "your boat" is used in this contract it means said boat or craft.

CONDITIONS

- 1) No work may be performed on any boat or portion of land owned by Maple Ave. Marina, LLC (here after referred to as "MAM" or "the Marina") except by MAM, or its exclusive marine service tenant Dicksons Marine West, Inc. (here after referred to as "DMW") unless in writing by MAM, except that owners are permitted to perform minor maintenance on the boat. Absolutely no outside contractors unless expressly approved by MAM in writing.
- 2) Without exception, bottom painting and shrink wrapping is done exclusively by DMW.
- 3) The Tenant listed above warrants that he owns the boat above and is responsible for said boat. The Tenant shall be responsible for damage that the boat listed above may cause to other boats or equipment in the marina or to the structures or facilities there-of.
- 4) At all times it shall be the responsibility of the tenant to insure tenants boat (and pay for such insurance) against loss of any kind whatsoever while the boat is kept at the Marina. Tenant shall provide proof of insurance and maintain said insurance for the duration of this contract. If for any reason the policy lapses the liability of any occurrence, which may arise, will be born personally by the person who signs this agreement.
- 5) When a boat enters the property of MAM, for the purpose of winter storage, whether inside or out, dry or wet, rental, sale, or any other purpose, it immediately becomes a subject to the jurisdiction of the marina and shall be located only where ordered and moved and maneuvered as directed. MAM & DMW shall have the right to move the boat from one location to another from time to time at their discretion.
- 6) MAM will not assume responsibility for any loss through fire, theft, malicious mischief, personal injury, property damage, or vandalism. We, therefore, strongly recommend the removal of any and all personal property from the boat that can be taken or stolen. You agree that MAM is not responsible for any property or personal damage arising out of acts of God, including inclement weather or incidents of third parties. It is understood and agreed that MAM shall not be liable for damages to said boat or any article and/or accessories left by the boat owner in or on the said boat caused by moths, rust, fire, water, leakage, breakage, vandalism, vermin, and weather conditions or incidents beyond the control of MAM.
- 7) In the event of total loss to the boat, this agreement shall terminate as of the date a total loss to the boat is declared by the boat owner's insurance carrier and written notice of declaration from the insurance carrier is received by MAM.
- 8) In the event that you fail to pay the amount hereby agreed paid, MAM, at its option, may declare this agreement terminated and the amount due from you will accelerate and be due immediately. MAM shall have the right to take such steps, whether by sale of the boat or otherwise, as necessary for the recovery of the amount due from you. In the event that any amount due is not paid within fifteen days after notice of such lien has been given to the boat owner by MAM in writing sent to your address as herein set forth, MAM may cause such boat to be sold either at public or private sale and may first retain proceeds form the sale to satisfy debt. If the proceeds of a sale of your vessel do not cover your debt to MAM then that amount not covered becomes the obligation of the signer of this contract, the owner shall at once pay it to MAM.
- 9) MAM shall have the right to move the boat in an emergency or to make repairs to MAM facilities.
- 10) All responsible care will be taken by the marina of tenant's property. However, the marina assumes no responsibility for the safety of any boat in the marina, while afloat or otherwise or before, during or after the boat is hauled, or while it is awaiting haulage, being transported or is in storage.
- 11) The marina shall not be liable for fire, flood, abnormal high or low tides, theft, explosion or water, snow, ice, freezing, wind vandalism, leakage, sinking, acts of god or other damage to boat, its equipment or any other property in or on boat, however, arising exception as a result of direct active negligence of the marina. Tenant shall save the marina harmless from any such loss or damage and the marina shall be under no obligation to insure the tenants boat, equipment or other property against any such loss or damage.
- 12) The marina does not employ guards or watchman upon its premises, or is under any duty or obligation to do so or to keep tenants boat under surveillance at any time and the failure to maintain such a guard or watchman shall not be deemed to constitute negligence on its part. Nor shall the employment of such a guard or watchman be deemed to create any obligation on the part of the marina for the care or safety of tenants boat or the equipment thereon.
- 13) The tenant shall not charge batteries in the boat during winter storage; use sand blasting equipment, or allow water or any other liquid to drain from the boat to the ground; use heaters of any type without the prior approval of the marina (for which an appropriate charge shall be made); create toxic or obnoxious odors; build scaffolding or adjust shoring in any way without permission.
- 14) The failure to make payment of all charges in accordance with this agreement shall create a lien upon the tenant's property in the amount of such default pursuant to the lien law of the State of New York. In the event of default by the tenant, or other dispute, the tenant agrees to waive trial by jury and agrees to reimburse the marina, in full, for any attorney's fees and/or any other legal expenses incurred by reason of a breach of any of the provisions of the agreement.
- 15) The marina does not guarantee continuity of electric power.
- 16) Boats arriving for winter storage must allow for at least 2-week delay in winterizing. Winterizing is not guaranteed on any boat arriving less than two weeks before freezing conditions. Power plug-ins, other than emergency, are strictly forbidden during winter storage.
- 17) If after a boat is launched from dry storage and it becomes necessary to clean up the area as a result of tenants bad housekeeping practices, the tenant will be charged appropriately.
- 18) Tenants are required to remove drain plugs when boats are in upland winter storage, failure to do so may result in significant damage to boat.
- 19) Prices do not include state taxes and you will be required to pay them.

Agreed to:

Signed: _____ Print name: _____ Date: _____