

Marina at Marble Island, LLC
2020- 2021 WINTER STORAGE AGREEMENT
TERMS AND CONDITIONS

For purposes of this Agreement, Marina at Marble Island, LLC, shall be referred to as "The Marina". The individual(s) executing this agreement shall be referred to together as the "Owner".

1. The Marina will furnish boat storage and lift services at the cost indicated on The Marina's Winter Storage Agreement for the Owner's benefit of storing a boat at The Marina. Interest will accrue on any amounts not paid at the rate of one and one-half percent (1 ½ %) per month. All payments are non-refundable.

2. The winter storage season shall run from October 3, 2020 to May 15, 2021. The Owner shall be responsible to remove the boat from storage at the end of the season. Additional charges of \$15.00 per day apply for each day after May 15, 2021 that the boat remains at The Marina. Agreements to extend storage must be made in advance. The Owner acknowledges and agrees that this Agreement constitutes a warehouse receipt, and that The Marina shall have, and the Owner grants to The Marina, a warehouseman's lien on all boats and other property on The Marina's premises, including the boat identified in the storage agreement (hereinafter called the "Owner's Boat"). This lien covers charges (including interest) for hauling, storage, launching, winterizing, repairs, supplies, parts and charges for expenses necessary for the preservation of such boats and/or other property, or reasonably incurred in their sale pursuant to law. The Marina may enforce its warehouseman's lien by public or private sale in accordance with 9 Vermont Statutes Annotated § 7-210.

3. The Owner shall not sell, transfer, assign, or permit others to use the storage space without the prior consent of The Marina, which consent may be withheld in the absolute discretion of The Marina. If the boat is sold during the term of this agreement, the sale shall be reported to The Marina immediately. The new owner will be required to execute an Agreement with The Marina if they intend to keep the boat in storage.

4. The Owner may work on the Owner's boat in the marina as long as such work does not interfere with the operation of the marina or the rights of other users of the marina facilities. If the Owner wishes to have an outside contractor work on the Owner's boat in the marina, the Owner shall inform marina staff and obtain approval before the service representative may enter the dock area or marina property. Such approval will be granted only if the outside contractor can deliver to The Marina a certificate showing adequate worker's compensation insurance and a minimum of \$500,000 in liability insurance coverage. The approval by The Marina shall not be deemed any endorsement or guaranty of the service work performed by the outside contractor. **The Marina will invoice the Owner for use of forklift, ground racks, labor and trash disposal to accommodate service work performed by the owner or outside contractor.**

5. The Owner shall assure The Marina that the boat is covered by a full marina insurance package, including hull, indemnity, and liability, and agrees to maintain that insurance coverage in place throughout the term of this Agreement.

6. The Marina will not be responsible for any items lost or stolen while the Owner's boat is on the premises. Personal property not securely affixed to the boat or stored in a secure hold should be removed by the Owner for safekeeping. Canvas and batteries will be left in boat upon completion of requested winterization service. The owner is responsible to remove them if desired. The Marina cannot be held responsible for items of personal property left on the boat.

7. Neither The Marina, nor its officers, employees, owners, agents, or affiliates, shall have any responsibility or liability to the Owner, or the Owner's family, guests, or contractors, for any personal injury, death, or loss or damage to property arising out of the use of The Marina's facilities, including, without limitation, injury, death, loss, or damage resulting from theft, fire, vandalism, hail, lightning, high/low water, wind, snow, ice, rain, collisions, any act of God, or any act or omission of any other user of the marina, unless caused by the gross negligence or willful misconduct of The Marina, and the Owner hereby releases The Marina, and its officers, employees, owners, agents, and affiliates, from any such responsibility or liability.

8. Upon any breach of terms or conditions this Agreement by the Owner, The Marina shall have the right to terminate this Agreement, which termination shall be effective ten (10) days after the Owner's receipt of said notice.

9. The Owner hereby agrees to indemnify and hold harmless The Marina, and its officers, employees, owners, agents, and affiliates, from and against any and all claims, damages, expenses (including attorneys' fees), causes of action, or liability of whatsoever kind or nature resulting from the negligence, gross negligence, or willful misconduct of the Owner, or the Owner's family, guests, agents, or employees, or resulting from a breach by the Owner of the Owner's obligations under this Agreement.

10. **The Owner is responsible for raising trim tabs, under hull fittings and the removal and reinstallation of drain plugs.**

11. Where there is more than one Owner, the obligations of each under this Agreement shall be joint and several.

12. The Marina shall have the absolute right to assign this Agreement to a third party provided that the third party shall assume The Marina's obligations and, upon such assignment, The Marina shall be released from any further obligations to the Owner and the Owner shall look solely to the assignee.

13. In the event that any dispute arises related in any manner to the rights, obligations, and remedies of the parties pursuant to this Agreement, then, at the request of either party, the parties agree to immediately submit the dispute to final and binding arbitration. A single arbitrator shall conduct the arbitration if the parties are able to agree upon a single arbitrator. If the parties are unable to agree upon a single arbitrator, each party shall choose an arbitrator and those arbitrators shall select a third arbitrator and the three arbitrators shall hear the dispute and shall render a decision by a majority of the panel. The cost of such arbitration shall be shared equally by the parties, provided, however, that the arbitrator or panel of arbitrators may, in their discretion, direct the non-prevailing party to reimburse the prevailing party for its share of the cost of arbitration, its reasonable attorney's fees and its other reasonable costs of the arbitration. The arbitrator or arbitrators also shall have the power and authority to determine the reasonableness of such attorney's fees, costs, and expenses. Unless the parties agree otherwise, such arbitration shall be governed by the rules and procedures of the American Arbitration Association for commercial disputes.

ACKNOWLEDGMENT OF ARBITRATION

The Owner understands that this Agreement contains an agreement to arbitrate. The Owner understand that he or she will not be able to bring a lawsuit concerning certain disputes that may arise that are covered by this arbitration agreement, unless the dispute involves a question of constitutional or civil rights. Instead, the parties agree to submit such dispute to an impartial arbitrator or panel of arbitrators.

Signature of Owner(s)

Date: _____