

## Roberts Cove Basin, LLC

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### Watercraft Storage Agreement-2019-20

This agreement is made and entered into by Roberts Cove Basin, LLC (hereafter "MARINA") and the OWNER of the boat as written on the WATERCRAFT STORAGE REQUEST form (hereafter "OWNER").

In consideration of the obligation of OWNER to pay a storage charge to MARINA as herein provided, and in consideration of the other terms and conditions hereof, MARINA shall provide OWNER with outside storage space, or inside storage space, for the watercraft (hereinafter "BOAT") described on the WATERCRAFT STORAGE REQUEST form. If MARINA stores more than one boat for OWNER, a separate WATERCRAFT STORAGE REQUEST form must be completed for each boat.

The Storage season shall be from October 1 thru May 1 the following year. The basis of storage fees and charges shall be for this 7-month period. Additional charges may apply for early removal from the water, early removal from storage or extended storage. Standard Storage charges are listed below.

Payment for storage for each boat will be billed as follows:

\$100 dollars will be due upon leaving the boat and/or storage agreement. The MARINA will bill for the remaining amount immediately after the winterization is complete and the boat has been placed in storage. 50% of the bill will be due at the time the invoice is issued and the remaining bill will be due 30 days later. Any bill not paid by January 1, 2019 will be considered delinquent and a monthly billing charge of \$25 will be assessed until the bill and billing charges are paid in full. Any boat not paid in full by July 1, 2019 will be considered abandoned. Parties making monthly or scheduled payments will not be billed monthly billing charges nor will their boat be considered abandoned. The OWNER may elect to make timed payments as listed on Request Form.

OWNER shall agree that if it becomes necessary for MARINA to incur any costs in the recovery of storage fees, including, but not limited to, reasonable attorneys' fees, and court costs, associated with the abandoned boat laws and regulations, that OWNER shall be responsible for said costs. Any boat not paid in full by July 1 of the year following acceptance will be considered abandoned. The MARINA may dispose of any boat considered abandoned under the NH State Statutes for non payment of storage fees and charges and may recover all charges in accordance with the State laws.

OWNER shall make sure all small valuables, i.e., portable electronic and navigational equipment are removed from the boat. All perishable, or other items that may freeze must be removed from the BOAT. **MARINA will not be responsible for any personal items lost, stolen, or damaged by an act of God.**

OWNER agrees hereto to hold MARINA and any contractor working for MARINA harmless and to indemnify MARINA from any costs, expenses, losses, claims, demands, or liabilities, or attorneys' fees arising out of and injury to persons, or property loss or damage caused by OWNER, or caused by guests or other persons accompanying OWNER, and OWNER shall be responsible for any damage to property of MARINA and others caused by OWNER, his guests, or persons accompanying OWNER.

Furthermore, OWNER agrees that as a condition of this contract, he will provide insurance for all perils and to provide a certificate of insurance to MARINA. If certificate of insurance is not provided, then OWNER does not in any way waive any provisions of this agreement. In accord, if OWNER fails to provide said certificate of insurance, MARINA has the option to terminate this contract. OWNER does and shall indemnify and hold MARINA harmless from all losses, cost, claim, damage and expense including, but not limited to, reasonable attorney fees incurred by MARINA as a result of any loss or damage to OWNER's BOAT, or any property contained therein, and/or OWNER's trailer, regardless of how said loss or damage in caused, unless said loss or damage is the result of any act of gross negligence by MARINA. OWNER and MARINA hereby agree that during the storage period unauthorized access to Boat is prohibited. As such, OWNER will contact the MARINA by phone or by mail, to inform MARINA if any person, firm, or corporation, including OWNER, will be on premises. No brokerage firms or individuals acting as selling agents will be allowed to sell boats on the premises, without prior written permission from MARINA.

OWNER is under a duty to protect and indemnify MARINA and others from any environmental liability damages or costs, resulting from OWNER's use of the subject premises. OWNER does and shall indemnify and hold MARINA harmless from all loss, cost, claim, damages and expense including, but not limited to, reasonable attorneys' fees incurred by MARINA as a result of any hazardous discharge on the premises during the term of this agreement which is caused by OWNER or OWNER's BOAT.

This agreement does not constitute a lease of any portion of MARINA property. The storage of the BOAT may be terminated and the BOAT may be removed from MARINA property after providing written notice to OWNER at the address listed on the Water Craft Storage Request form. Any terminations of storage and/or removal of the BOAT shall not affect or impair any lien rights of MARINA for unpaid charges of any kind.

MARINA shall have the right under this contract, to refuse to surrender to OWNER any boat which unpaid storage or other charges are due and owing. If MARINA is forced to retain said BOAT or to take any other legal steps to enforce this contract, OWNER hereby agrees that he will be responsible for any and all costs, including reasonable attorney's fees and additional storage that result from OWNER's failure to pay the said storage costs.

#### **Payments:**

- All storage charges must be paid in full before boat will be removed from storage, no exceptions, unless prior arrangements have been made
- All past due charges from previous season must be paid in full before boat will be removed from storage unless prior arrangements have been made.
- Any boat left in storage without prior arrangements after July 1 will be considered abandoned and disposed of in accordance with the laws of the state of New Hampshire and this agreement.

#### **2019-20 Storage Rates:**

- Inside Storage rates are **\$3.50 per SF**
- Outside storage rates are **\$2.50 per SF**
- Long Term Storage Rates are **\$2.50 per SF**, and are applied after the first year. After one-year summerization and launching charges will apply based on the current rates.
- Square footage will be calculated by multiplying the beam width in feet and inches by the length in feet and inches. Measurements shall be from the widest and longest measurements of the Water Craft.
- Shrink-wrap rates for Boats and Jet Skis are **\$15.00 per LF**; Boats over 25 ft. and Pontoons are **\$21.00 per LF** and include all materials and labor. This is in addition to storage charges

- Winterization of inboard motors is **\$200.00 for each motor and outboards and Jet Skis are \$100.00**. This includes the following work only; all other work will be on an **hourly basis at \$115.00** per hour.
  - ♦ Drain water from engine
  - ♦ Flush lower units, if needed
  - ♦ Restore Engine in the spring
  - ♦ Check for water in transmissions and lower units
  - ♦ Fog Engines
  - ♦ Replacing fluids if needed will be done at costs
- Water and toilet systems Winterization and Summerization **are \$100.00 per system**. This includes the following work only; all other work will be on an hourly basis at **\$115.00** per hour.
  - ♦ Drain water tanks flush system
  - ♦ Add anti-freeze to toilet
  - ♦ Blow out water system
  - ♦ Disinfect and restore system in the spring
- Storage includes:
  - ♦ Removing the boat from the water
  - ♦ Placing either inside a shed or in an outside lot.
  - ♦ Shrink-wrap (if requested)
- Spring Checkup and Launch is **\$115.00 per hour** and includes:
  - ♦ Checking the boat to make sure all is operational.
  - ♦ Advising you of any repairs that might be needed
  - ♦ Launching the boat to your slip