



Finger Lakes Marine Service, Inc.,
44 Marina Road
Lansing, NY 14882
Phone: 607-533-4421
Fax: 607-533-0070



7.4.1 Termination time: Without fault or liability, the Marina may terminate this Agreement: with a ten (10) days written notice by mail or email to the Customer where, in the sole opinion of the Marina, the Customer, or any Customer Representative has breached any term of this Agreement;

7.4.2 Termination reasons: Immediately upon giving notice where, in the sole opinion of the Marina, the Customer or any Customer Representative engage(s) in: (i) any illegal conduct; (ii) any conduct toward Marina employees or any other person that may be considered threatening, including but not limited to yelling and use of profane language; or (iii) any disorderly, indecorous or other inappropriate conduct that has endangered or might endanger safety, has injured or might injure any person, has caused or might cause damage to the Marina property, or has harmed or might harm the reputation of the Marina.

7.5 Termination by Customer: The Customer may terminate this Agreement at any time by giving fifteen (15) days written notice by mail to the Marina. No part of the monetary consideration for this Agreement will be returned to the Customer in the event of termination under this clause.

7.6 Removal of Boat on early termination: Upon any termination of this Agreement under clause 7.4, 7.5, or 7.7, unless the Boat has been removed in accordance with clause 7.6, the Customer shall remove the Boat from the Storage Space, Storage Area and FLMS by 5p.m. on the effective date of termination. If Customer fails to remove the Boat by this time, the Customer shall be liable for all costs incurred by the Marina in relation to the continued storage of the Boat or the moving of the Boat by the Marina, including, but not limited to any labor equipment and transport costs. At any time after 5p.m. on the effective date of termination, the Marina may in its absolute discretion move the Boat at the Customer's expense to another place of storage within FLMS or elsewhere. The Customer shall pay all amounts owing as liquidated damages, expenses, and storage fees to the Marina immediately upon demand. Any outstanding amounts shall be a debt due and owing from the Customer to the Marina under this Agreement and the Marina shall have a lien against the Boat in respect of such amounts owing as liquidated damages, expenses, and storage fees, in accordance with clause 8.3 of this Agreement.

7.7 Monthly agreement extension: If the Marina has elected to have a monthly agreement, or if a monthly agreement has resulted under clause 7.3, and the Customers wishes to extend the monthly agreement, the Customer shall give the Marina notice at least fifteen (15) days in advance by mail of the expiry of the Agreement. The Marina may either arrange such extension on such terms as to daily or monthly rates for the extension as it deems proper or may, in its discretion, refuse such an extension.

7.8 End of Term: Unless prior arrangements are agreed to in writing between the Customer and FLMS, any Customer utilizing slip storage after the end of the contract date shall be charged \$18 per day.

8. GENERAL PROVISIONS

8.1 Relationship of Parties: this is an Agreement for the provision of a Storage Space only and the provisions of this Agreement do not constitute nor shall they be construed to constitute an employment relationship, an agency relationship, or a partnership or joint venture between the parties.

8.2 Lien: The Marina may place a lien against any Boat together with the personal property located in or upon the Boat or in its Storage Space for amounts due in respect of the use of the Storage Area, the cost of repairs, for any damage caused to any Marina property by the Customer, or any representative, of the Customer, and for any other debt of the Customer due to the Marina under the terms of this Agreement. The Marina shall comply with the provisions of the New York Lien Law.

8.3 Notices: Any notice, request, consent or approval under this Agreement shall be given in writing to the contact Customer at the address set out on the front of this Agreement.

8.4 Force Majeure: Neither party shall be liable to the other party for any failure to comply with or any delay in the performance of the terms of the Agreement where such failure or delay, directly or indirectly or in whole or in part, arises from an event beyond its reasonable control such as (but not limited to) natural disasters, acts of war, insurrection, terrorism or action taken by governmental authority in hindering or defending against such occurrence, strikes, slowdowns, lockouts or other labor or employee interruptions or disturbances, whether involving employees of the Marina or of any other person over which the Marina has no reasonable control. A party seeking to rely on the provisions of this section may do so only if notice in writing identifying the event relied on and the date of its occurrence is given to the other party within five (5) days of the occurrence of the event.

8.5 Waiver: No failure by either party to exercise any right under this Agreement or to insist upon full compliance by the other party with its obligations under this Agreement will constitute a waiver of any provision of this Agreement.

8.6 Survival: Clauses 3.5, 3.6, 3.7, 4.3, 6.1, 6.2, 7.2, 7.6, 7.8, and section 8 shall survive the expiration or termination of this Agreement.

8.7 Entire agreement / amendments: This Agreement constitutes the entire agreement between the Marina and the Customer with respect to the storage of the Boat at the Storage Space and supersedes all other prior agreements, communications and understandings, both written and oral. This Agreement may not be amended or modified unless in writing and signed by both parties.

8.8 Governing law: This Agreement and all disputes or other matters arising out of it shall be governed by and construed in accordance with the laws of the State of New York, and the applicable federal laws of United States of America. Both parties shall submit to the jurisdiction of the courts of the State of New York.

Initials: _____



4.2 Payment of other costs: The Marina will invoice Customer for any other amounts payable by Customer under this Agreement. The Customer shall pay all invoices within thirty (30) days of receipt of the invoice: interest at 8% on any unpaid balance will accrue 30 days after the contract signing date. In addition, as time passes, there will be a flat fee added to any open balances. Therefore at 60 days late a \$25.00 late fee will be added, and so, at 90 days late an additional \$35.00 late fee will be added, and so, at 120 days late an additional \$45.00 late fee will be added, and so, at 150 days late an additional \$55.00 late fee will be added, and so, at 180 days an additional \$65.00 late fee will be added, and so, at 210 days late an additional \$75.00 late fee will be added, and so, at 240 days late an additional \$85.00 late fee will be added, and so, at 270 days late an additional \$95.00 late fee will be added, and so, at 300 days late an additional \$105.00 late fee will be added, and so, at 330 days late an additional \$115.00 late fee will be added, and so, at 360 days late an additional \$125.00 late fee will be added and at 365 days late the account will accrue an additional 18% of the total bill due.

4.3 Debts: If Customer fails to pay an amount invoiced by or otherwise demanded by the Marina, such amount will be debt due and owing to the Marina by the Customer and the Customer shall pay such debts immediately on demand by the Marina. If no demand is made, such debts become due and payable without demand upon the termination or expiration of this Agreement.

5. SIGNING & DOCUMENTATION

5.1 Signing: This Agreement is not valid unless signed by the appointed representatives of the FLMS AND the Customer. The signature lines are on Page 1 (one) of this document.

5.2 Documentation: On signing this Agreement, the Customer shall provide to the Marina the following written documentation to the satisfaction of the Marina: a) a certificate of registration of the Boat; b) a valid Certificate of Insurance and a renewal replacement as may be necessary for the Boat, confirming the insurance coverage requirements and stating any pertinent exclusions as applicable, contained by the policy; and c) an agency agreement between the registered owner of the boat and the authorized agent, where the Customer is an agent of the registered owner of the Boat, showing the authority of the authorized agent to fulfill all obligations under this Agreement; or d) a leasing agreement between the registered owner of the Boat and the lessee, where the Customer is the lessee of the Boat Rental Space. Failure to provide these documents may result in the Marina refusing service, slip rent, and/or boat storage.

6. LIABILITY

6.1 Assumption of risk and limitation of liability: This Agreement is for the provision of a Boat Rental Space only, and the storage services, equipment and other facilities are to be used entirely at the risk of the Customer and the Customer's representatives. FLMS shall not be liable for any loss, theft, damage or injury (including death) occasioned to the Boat or person or the property of the Customer, or the Customer's representatives, howsoever caused.

6.2 Indemnity: The Customer shall indemnify and hold harmless the FLMS from and against claims, by whomever made, sustained or brought, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Customer or the Customer's representatives in the course of using the Boat Rental Space or yard storage area or any of the Marina services, equipment, or other facilities used by the Customer, or by the Customer's Representatives.

6.3 Insurance: The Customer shall put into effect and maintain for the duration of this Agreement, at its own cost and expense, with insurers acceptable to the Marina, complete marine coverage insurance for the Boat including Protection & Indemnity, to an inclusion limit of not less than \$500,000 per occurrence. The Policy is to include FLMS as an Additional Insured. The Customer shall provide the Marina with proof of its coverage (insurance binder is required) when the Customer signs this Agreement and when the insurance is renewed.

7. TERM & TERMINATION

7.1 Term: The Agreement shall be in effect for the Term, unless terminated earlier in accordance with this Agreement.

7.2 Launching of Boat on launch dates: (1) Unless terminated earlier in accordance with clause 7.4, 7.5, or 7.7 of this Agreement, and subject to paragraph (2) of this clause, the Boat shall be launched by the Customer on the launch dates determined by the Marina Yard Manager. The Launch Dates will comprise a two (2) day period, starting no earlier than April 15. Actual launch dates shall be confirmed by the Marina Yard Manager. The Marina Yard Manager may reschedule the Launch Dates for convenience in his or her absolute discretion without prior notice to the Customer and the Marina shall not be liable to the Customer for any loss suffered by the Customer as a result of the rescheduling. The Customer may not launch on any date other than the Launch Dates. Unless negligent, the Marina shall not be responsible for any damage to the Boat that may occur during the launch. (2) Despite anything else in the Agreement, the Customer may not launch the Boat until the following conditions precedent are fulfilled: (a) the Customer shall pay in full all outstanding fees; and (b) provide current registration; and (c) insurance for each vessel 500,000k for each vessel.

7.3 Removal of Boat after launch dates: If the Customer has not satisfied the conditions precedent set out in clause 7.2 paragraph 2 or for any other reason fails to launch the Boat on the Launch Dates, the winter storage agreement shall continue month to month storage fee at the current rate in accordance with section 7.8 until such time as all fees are paid and the Boat is removed from FLMS.

7.4 Termination by Marina: The Marina may terminate this agreement without fault or liability for: a) breach or improper conduct and then b) notwithstanding the above, the Marina may terminate for any other reason, or for no reason at all, upon the ten (10) days written notice, as forth in 7.4.2.

Initials: _____

of the Boat, including loss, theft, damage or injury (including death) occasioned to the Boat or person or the property of the Customer, or Customer's Representatives howsoever caused.

3.3 Customer Representatives: The Customer is responsible for the actions of its Customer's Representatives and is responsible for ensuring that they do not act in contravention of any Articles in this Agreement pertinent to those Customer's Representatives. The Marina reserves the right to restrict access to such individuals, either for a specified time period, or until the expiration or termination of this Agreement. The parameters under which such individuals are restricted are at the sole discretion of the Marina based on the individual circumstance.

3.5 Utility services: The Marina does not provide utility service to the Customer and, notwithstanding the generality of the foregoing, specifically does not provide any electrical energy; this is currently provided by NYSEG. **Marina outlets, where provided are not guaranteed continuity and the Customer may have an additional charge. The use of the Marina's electrical outlets for other than what they are designed for, such as power tools, battery chargers, welder, air conditioner, heating units, freezer, washer, EXTRA refrigerator on board or on a dock or slip and etcetera is prohibited.** FLMS shall not be responsible or liable for any Claims which may result from any alleged interruption of service or lack of repair of any pipe, tap, utility hook-up, gas outlet, electrical outlet, electrical conduit and wire or any device used or related to the use and provision of a utility service. Outlet usage by Customers is at their own risk and holding the Marina harmless for injury or other damage caused in Customer's use of those outlets.

3.6 Blocking Material: The Customer shall not adjust or tamper with the steel boat stands or other blocking material used for the storage of the boat. The Customer understands and acknowledges that nothing can be attached to steel boat stands or other blocking materials including but not limited to ropes, tarps and chains.

3.7 Maintenance and repairs: The Customer shall obtain the prior written approval of the Marina for any painting, scraping or repairing of gear in the Storage Space, Storage Area or elsewhere at FLMS. The extent of repairs and/or maintenance to be made will be at the discretion of the Marina. Before retaining any Contractors to undertake any work on the Boat in the Storage Space, or at FLMS, the Customer shall get approval in writing from the Marina for the Contractors to attend on specific days. Such approval is required for reasons of security and liability. If Contractors attend on days not approved by the Marina, the Marina reserves the right to eject the Contractors from the Marina or refuse entry to the Contractors. The area around the Boat must always be kept clean and presentable. If a Customer is discovered using an unapproved Contractor, the contractor will be asked to leave the Marina and no further entry will be provided unless proper approval is obtained pursuant to this section. The Marina will not be liable for any damages arising under the contract between the Customer and any Contractor due to the failure of the Customer to obtain the required approval.

3.8 Refuse: The Customer shall not leave refuse (Trash) of any kind on the Boat, at the dock or at the storage space or elsewhere at FLMS but in provided receptacle.

3.9 Advertising: The Customer shall not advertise or solicit in, on, or from the Boat Rental Space, Storage Space, or any other location at FLMS without the prior written approval of the Marina.

3.10 Storage of other materials: The Customer shall not store supplies, accessories, debris, vehicles or other materials, or construct any lockers, chests or other structures, in the Storage Space, Storage Area or in any other location FLMS.

3.10.1 Dock Box: If room allows, a single approved dock box is permitted per slip. The dock box and contents are subject to inspection by Marina staff and may NOT be used for refrigeration units.

3.11 Moving of Boat by Marina: The Marina may move the Boat for any reason provided it gives notice to the Customer. If the Customer is unable to provide access to the Boat when required by the Marina, or in the event of any emergency, the Customer shall provide the Marina with a set of main door or hatch keys and engine keys when this contract is signed/turned in. If the Marina is required to move the Boat, it shall take all reasonable care in doing so.

3.12 Assignment of Agreement / Sale of Boat: If the Customer sells the Boat and the new owner wishes to keep the Boat in storage at the Storage Space, the Customer shall give immediate written notice to the Marina of the change in name and registration and shall provide a copy of the Application & Agreement for Summer Slip Rental by the new owner so to keep the dockage and storage.

3.13 Conduct towards Marina staff or other persons: The Customer or the customer's representatives shall not engage in any improper conduct towards Marina employees or any other person at FLMS, including but not limited to: (i) harassment; (ii) conduct that may be considered threatening, including but not limited to yelling and use of profane language; or (iii) any disorderly, indecorous or other inappropriate conduct that has endangered or might endanger safety, has injured or might cause injury to any person, has caused or might cause damage to Marina property, or has harmed or might harm the reputation of the Marina. For the purposes of this section, harassment includes, but is not limited to a course of vexatious comment or conduct, based on one or more of the following grounds: race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, same-sex partnership status, family status or disability.

4. FEES & PAYMENT

4.1 Payment of fees: The Customer shall pay all fees identified on the front page of this Agreement in full on signing of the Agreement and in advance of launching boat upon FLMS request.

Initials: _____



1. DEFINITIONS

"FLMS" or "Marina" means **"FINGER LAKES MARINE SERVICE, INC."**.

"Agreement" means this Application and Agreement for Boat Space Rental and Summer Storage and includes these Terms and Conditions.

"Boat" means the boat described on the front page of this Agreement, the trailer or cradles together with any and all personal property of every nature, kind and description, located in or upon the boat or located in the proximity of the boat and owned by or in lawful possession of the Customer or any other person who has been permitted by the Customer to board the boat or be in the vicinity of the boat.

"Boat Rental Space" means the assigned boat slip number assigned to the customer.

"Claims" means any liability, loss, damages, costs and expenses (including legal fees), causes of action, actions, claims, demands, lawsuits or other proceedings.

"Customer" means the registered owner of the boat.

"Month" means any period of the thirty (30) consecutive days.

"Storage Area" means the area at FLMS where the Boat and other boats and/or trailers or cradles are stored; the Storage Area is outdoors and is not protected or monitored.

"Storage Space" means the part of the Storage Area selected by the Marina in its absolute discretion where the Customer's Boat and/or trailer are stored; **"Term"** means the period of time identified on the front page of the Agreement in accordance with clause 7.2;

2. PROVISION AND/OR USE OF BOAT RENTAL SPACE

Subject to the terms of this Agreement, the Marina shall allow the Customer to rent the assigned rental slip/boat space.

2.1 Assignment of Boat Slip/Rental Space: The Customer will NOT assign, transfer or permit the use of assigned space to any other party without written consent of FLMS. It is understood and agreed that no boat is to be removed from its space until all charges for space rental, services and/or material have been paid in full. Slips are assigned at the discretion of FLMS.

- There is no stated or implied guarantee of a specific slip for any Customer.
- Customers are not guaranteed a slip in the Marina, and FLMS reserves the right to refuse a customer a slip for any reason.
- FLMS staff will assign customers slips appropriate to their boat size and to the needs of the Marina.
- FLMS reserves the right to change slip assignments at any time during the season.
- The fee is determined by the size of that customer's boat and is set by FLMS on an annual basis.
- Customers who pay the Winter Storage fee receive first consideration and priority for slips the following summer.
- If a customer does not want to physically leave a boat at the Marina, they may pay the Winter Storage fee based on the trailered boat per foot.

2.2 Dock / Facility Uses: The Customer agrees that only reasonable and customary use of the docks and facilities covered hereby, and that no unnecessary wear and tear, disturbances, nuisances, rubbish or garbage will be permitted on the docks or premises and that the Customer will keep docks and premises covered hereby free and clear of gear, tackle and all other obstructions and further agrees to throw nothing, including treated and untreated effluent or sewage from heads or holding tanks in the marina. All boats docked in the marina shall observe and comply with all health and sanitary regulations governing the waterways.

2.3 Use of Premises: Campfires are only allowed in designated area; minimum 50' away from property line; One charcoal or propane grill may be used on shore. The privilege for grill usage may be rescinded if abused or presents a fire hazard.

NO ALTERATIONS TO THE PREMISES OF ANY KIND ARE ALLOWED INCLUDING: DOCKS, MOORING AND YARD SPACE.

2.4 Firearms: NO FIREARMS ARE ALLOWED ON PREMISES.

2.5 Activities: The wake of boats operated within the marina limits must not cause damage or discomfort to berthed boats and their occupants. Children must be supervised to insure peace and privacy of other marina occupants. Children under six (6) years of age must be accompanied by an adult when on the docks and should be wearing an approved PFD (personal flotation device). All animals must be restrained and/or leashed at ALL times and under the Customer's control. FLMS reserves the right to ban any aggressive breeds of animals.

3. PROVISION AND/OR USE OF STORAGE SPACE

3.1 Access: Access to the yard storage is limited to the hours of 9:00am to 4:00pm Daily. Customer will not be granted access to the Storage Space outside of these times.

3.2 Supervision and security. The Marina does not provide supervision over and security for the Boat or any other boat or boats in the Storage Area, nor does it supervise, regulate or control or attempt to supervise, regulate or control the movement of any person or persons or the movement, management or control of any boat or boats in the Storage Area whether in proximity to the Boat and regardless of whether any such person has entered into an agreement with the Marina. FLMS shall not be liable for care or protection

Initials: _____