

WINTER SERVICE AGREEMENT AND TERMS

LESSEE agrees to remove the units described at the termination of this rental agreement. Boats not moved by this date shall, at the option of the LESSOR, be charged rent on a daily basis of \$10.00 per day for each day or portion thereof the space is occupied. In the event non-removal of the boat or stored property presents a hazard to other persons or property, or interferes with normal business operations, LESSOR shall reserve the right to remove the boat or property to another location AT LESSEE'S RISK and LESSEE AGREES TO PAY ALL COSTS INVOLVED IN THE REMOVAL OF SAID BOAT OR PROPERTY.

LESSEE authorizes LESSOR to remove the above-described units to or from storage and transport to or from customer's requested location. IT IS UNDERSTOOD AND AGREED THAT TRANSPORT OF THE UNITS SHALL BE ENTIRELY AT THE LESSEE'S RISK.

THIS STORAGE AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **INSURANCE:** THE LESSEE IS REQUIRED TO HAVE ACTIVE INSURANCE IN PLACE THROUGHOUT THE STORAGE AGREEMENT. THE **LESSOR DOES NOT CARRY INSURANCE COVERING THE PROPERTY OF THE LESSEE**. THE LESSOR WILL NOT BE RESPONSIBLE FOR ANY INJURIES OR PROPERTY DAMAGE RESULTING, CAUSED BY, OR GROWING OUT OF THE USE OF THE FACILITIES OF LESSOR. LESSEE DOES HEREBY RELEASE AND DISCHARGE THE LESSOR FROM ANY AND ALL LIABILITY FROM LOSS, INJURY (INCLUDING DEATH), OR FOR DAMAGES TO PERSON OR PROPERTY SUSTAINED WHILE IN OR ON THE PREMISES OF LESSOR, INCLUDING FIRE, THEFT, VANDALISM, WINDSTORM, HIGH OR LOW WATERS, HAIL, RAIN, ICE, COLLISIONS OR ACCIDENT OR ANY OTHER ACT OF GOD.
2. **NON-ASSIGNMENT OF SPACE:** It is agreed between LESSOR and LESSEE that LESSEE shall not assign, transfer, or permit the use of assigned space to any other party without the express written consent of LESSOR.
3. **ELIMINATION OF HAZARDOUS MATERIALS:** Cooking, smoking, or the use of any open flame is prohibited inside or outside of the boat while in the storage area. All non-permanent gas tanks, containers of liquid or gaseous fuels, solvents, flares, matches or any other flammable materials must be removed before placement in storage. No combustible or dangerous materials will be allowed to collect in or around the boat at any time. The LESSEE further agrees to keep storage area free and clear of all gear and obstructions. FIRE EXTINGUISHERS IN GOOD WORKING ORDER MUST BE ON BOARD.
4. **SURVEY AND INSPECTION:** The LESSEE authorizes LESSOR to thoroughly survey the boat for fire hazards at hauling or prior to moving to storage. LESSEE understands that this regulation is formulated, enforced and conducted solely for the protection of the LESSOR. The promulgation and enforcement of these rules and regulations, the conducting of a survey, the failure to require or fully perform a survey with respect to other LESSEE(S) will not subject LESSOR to any duty or liability to the LESSEE with respect to fire or explosion prevention or detection. In general, any survey will be solely at the discretion of the LESSOR.
5. **REMOVAL OF PERSONAL PROPERTY:** The LESSEE should remove any personal property from boat prior to storage. IT IS UNDERSTOOD AND AGREED THAT LESSOR WILL NOT BE RESPONSIBLE FOR ANY ITEMS OR PERSONAL PROPERTY LEFT IN BOAT.
6. **PROTECTIVE COVERING:** The LESSEE assumes full responsibility for providing adequate covering to protect boat from any and all perils, and for the proper maintenance of such covering while the boat is on or in the premises of LESSOR.
7. **ALL SPACE RENTALS ARE PAYABLE IN ADVANCE:** It is understood and agreed that no boat is to be removed from its space unless all charge space rental and/or late charges have been paid in full.
8. If LESSEE is delinquent in payment, the LESSEE being properly notified of such delinquency as may be required by law, the LESSOR shall have the right to take over the property of the LESSEE and to secure the property to the space occupied, or store it at another location. LESSEE AGREES THAT IN THE EVENT SUIT IS BROUGHT ON BEHALF OF THE LESSOR AGAINST THE LESSEE TO COLLECT ANY AMOUNTS DUE OR TO BECOME DUE THEREUNDER, OR TO ENFORCE LESSOR'S LIEN ON THE PROPERTY OF LESSEE, THE LESSEE SHALL PAY THE LESSOR'S REASONABLE ATTORNEY FEES

FOR SUCH SUIT OR COLLECTION PLUS COSTS AS PROVIDED BY LAW, OR TO TAKE ANY OTHER REMEDIES AVAILABLE UNDER LAW.

9. Should any term or condition of this Space Rental Agreement be held void or unenforceable, then that term shall be deemed severed from this Agreement and the enforceability of the remainder shall not be affected and will remain in full force and effect.
10. RULES AND REGULATIONS: The rules and regulations contained herein and as posted in the office or on the grounds by LESSOR are for the safety and welfare of all who use the facilities. It is further understood and agreed that at all times while the boat is stored, the LESSEE and/or their guests shall become subject to all rules and regulations formulated by LESSOR. LESSEE agrees that all duly posted rules and regulations are reasonable, that LESSEE has read and understands said rules and regulation, and further assumes the responsibility to see that his guests will obey the rules.
11. Any infraction of the rules and regulation contained herein or as posted in the office shall, at the option of the LESSOR, cancel this space rental agreement upon proper notice to LESSEE, and the LESSEE shall remove his boat or property from the premises.
12. The LESSOR shall not be held responsible for delays in hauling, winter layup, commissioning or launching due to bad weather or for any other reasons beyond its control.
13. ENTIRE AGREEMENT: This agreement contains the entire understanding between the LESSEE and LESSOR and no other representation or inducement, verbal or written has been made which not contained in this agreement.
14. The conditions of this agreement shall be perpetuated for as long as the Owner continues keeping his/her boat at the Lessor's facility.
15. HOLD HARMLESS AGREEMENT: Lessee agrees to Hold Harmless and Indemnify Lessor against any and all claims arising out of the storage of described boat(s) & trailer(s), including without limitation, expenses, judgements, fines, settlements and other amounts actually or reasonably incurred in connection with this agreement.

IT IS AGREED THAT THIS CONTRACT IS PERFORMABLE AND VENUE SHALL BE IN PLYMOUTH COUNTY, MASSACHUSETTS. ALL NOTICES REQUIRED BY THIS LEASE OR AT LAW SHALL BE TO THE ADDRESSES STATED HEREIN.

LESSEE CERTIFIES THAT THE PRINTED MATTER ON BOTH FRONT AND BACK OF THIS AGREEMENT HAS BEEN READ AND THE TERMS AND CONDITIONS SET FORTH HEREIN ARE FULLY UNDERSTOOD. LESSEE FURTHER CERTIFIES THAT I (WE) HAVE EXAMINED THE SPACE IN WHICH THE SUBJECT BOAT IS TO BE PLACED AND FIND IT SUITABLE AND ACCEPTABLE.

Lessor: New England FreshWater Marine, Inc.

LESSEE _____ **Date:** _____

PRINTED NAME: _____

BOAT MAKE: _____

BOAT MODEL: _____

HULL ID: _____

TRAILER MAKE: _____