

Storage/Service Agreement

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www.fingerlakesboatingcenter.com



Owner's Name: _____ Address: _____
Phone: (H) _____ (wk/C) _____ E-mail: _____
Boat Brand & Length _____ Boat Name: _____ Sail ___ Power: ___
Key/combo: _____ Location _____ Slip Location _____ Insurance Cert. provided (Y/N) _____

1. FINGER LAKES BOATING CENTER (FLBC) shall provide the storage, slip or service as indicated on the completed Rate Sheet. FLBC may re-assign storage space if necessary, to utilize all available slips/space.
2. All service fees are due upon completion. Slip/storage fees are due when contracted and are not guaranteed until paid. No boats will be launched, hauled or serviced until all storage, service and any financing fees are paid in full. A 2% finance charge will be added to all unpaid bills.
3. Owner agrees to maintain an "all risk" insurance policy in an amount not less than the boat's full insurable value covering losses to vessel. Owner shall also maintain Property and Injury insurance in an amount not less than \$300,000 covering any and all liabilities including personal injury and damage to other person's boats that may arise from the vessel including and not limited to its use or storage. FLBC shall be named an additional insured on all such policies which shall also contain a waiver of subrogation as to FLBC. Certificates evidencing such insurance shall be provided as requested by FLBC but the failure to request a certificate shall not be deemed a waiver of this requirement
4. Boat use, storage and the services provided by FLBC are to be used at Owner's sole risk. Owner acknowledges boating can be a dangerous activity and Owner agrees to release, hold harmless and indemnify FLBC against all claims, actions, liability and damages, including attorney's fees whether claimed by the Owner, Owner's guests, family, employees, agents or third parties for personal injury, loss of life and property damage arising out of the ordinary use Owner's boat and/or the use FLBC facilities and services including for the loss or damage to the Owner's boat, motors, accessories or contents thereof due to fire, theft, vandalism, marina equipment failure, weather and for any matter arising out of or in connection with the use or condition of the Owner's boat.
5. FLBC may reject use of owner's cradle, jack stands or trailer if it lacks sufficient structural integrity.
6. One copy of key(s) for the boat is provided to FLBC to be kept on premises in case of emergency.
7. Owner's items to be stored in lockers provided by FLBC (boathouse).
8. Boat owners shall not sub-lease or allow guests to use boat for any remuneration without prior FLBC approval.
9. Bottom sanding, painting, stripping or any other potentially environmentally hazardous activities at Treman Marina, over water or in any place not specifically approved by FLBC is absolutely prohibited.
10. No maintenance or repair work may be done by any person other than by FLBC or by the boat owner unless permitted by FLBC. Owner is liable for any damage, loss, fine or penalty caused to any other boat, person or to the premises or imposed by virtue of any work boat owner or owner's agent undertakes on his or her own boat.
11. Third party vendors approved by FLBC must provide FLBC proof of insurance as additional insured.
12. Boat owner agrees to remove all personal trash from the premises or to put owner's trash from boat usage only in available receptacles and to not allow spillage of any chemical, petroleum or other hazardous waste on the premises. Any such spill shall be reported immediately to FLBC.
13. FLBC employees may operate boat to test, inspect and deliver the boat at owner's risk.
14. Owner acknowledges an express mechanic's lien on the boat in favor of FLBC to secure the amount of repairs or storage.

_____ (Y/N) Current valid credit card provided to FLBC and authorized for payment when payment is due.

I agree to the terms of service and have reviewed the Service Agreement/Slip Rate sheet and hereby authorize Finger Lakes Boating Center, LLC to perform the services requested.

Owner: _____ Dated: _____
Signature