

Smitty's Marina Inc  
119 River Ave  
Belle Vernon, PA 15012  
724-483-7333

## Winter Storage Agreement 2018-2019

Web Site  
www.smittysmarina.com  
E-Mail  
service@smittysboats.com

### Boat Owner Information

Last Name \_\_\_\_\_ First Name \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_ Home Phone \_\_\_\_\_  
Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_  
Fax \_\_\_\_\_ E-Mail \_\_\_\_\_

### Insurance Information

Company \_\_\_\_\_ Policy # \_\_\_\_\_ Effective Date \_\_\_\_\_  
Expiration Date \_\_\_\_\_ Agency Name \_\_\_\_\_  
Agent Name \_\_\_\_\_ Agency Phone # \_\_\_\_\_

### Boat Information

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Beam \_\_\_\_\_  
Serial # \_\_\_\_\_ Length \_\_\_\_\_ PA# \_\_\_\_\_  
**Boat Type Check One**  
Cruiser \_\_\_\_\_ Cuddy \_\_\_\_\_ Open Bow \_\_\_\_\_ Houseboat \_\_\_\_\_ Pontoon \_\_\_\_\_ Ski \_\_\_\_\_

### Winter Land Storage Rates October 15, 2018 - April 15, 2019

If Paid in full by September 15, 2018 \$17.00 per ft (Minimum 20 ft) \$ \_\_\_\_\_  
If Paid in full after September 15, 2018 \$20.00 Per ft (Minimum 20 ft) \$ \_\_\_\_\_  
Total \$ \_\_\_\_\_

- Notes
- 1) No matter which payment option you choose a NON REFUNDABLE \$200.00 deposit with a completed application is required by September 15, 2018 to reserve a space.
  - 2) If your boat is still in storage after May 1, 2019 and you do not have a 2019 Summer Dockage Agreement completed, then there will be an additional storage charge applied to your account.
  - 3) You may incur a Lifting/Moving and re-blocking fee after May 1, 2019 if your boat is blocking other boats in the lot.

Tenant(s) certify 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  
I, (WE), acknowledge receipt of a copy of this agreement. Date \_\_\_\_\_

Smitty's Marina Inc

Tenant Signature \_\_\_\_\_

By \_\_\_\_\_

Tenant Signature \_\_\_\_\_

1. Lessor shall retain the right to designate storage space. Every effort shall be made to assign Tenant the storage space of his/her choice: however, the rights of other Tenants and Lessor(s) business judgment shall also be relevant factors in the assignment of storage space.
2. To be accepted for storage, a boat must be winterized and be equipped with a battery turn-off switch, and extinguisher in each enclosed cabin and in each engine compartment. Tenant is solely responsible for the aforementioned, as well as any damages resulting from a failure to winterize or improper winterization. Lessor assumes no responsibility for winterizing boats or Tenants failure to do so.
3. **INSURANCE:** Tenant agrees to have the watercraft covered by a full marine insurance package (hull coverage as well as indemnity and liability coverage.) A current certificate evidencing Tenant(s) insurance coverage must be on file with Lessor at all times.
4. All boats are accepted for storage with the understanding that no person, other than a marina employee, will be allowed on boats without Lessors consent while the boat is in storage. No boat will be released from storage to others without written consent of Tenant. Lessor makes no warranties or representations concerning security at the premises except during normal season business hours. Tenant shall be responsible for properly securing the boats equipment including, but not limited to antennas, transducers, trim tabs, bimini tops, outriggers, or other protruding equipment and shall be responsible for inspection and maintenance of the watercraft while in storage. Lessor assumes no responsibility for such inspection, maintenance, or protruding equipment and articles left aboard the boat. Tenants shall be solely responsible for any damage resulting from any failure to inspect or maintain the watercraft.
5. Tenant agrees not to sell, transfer, assign, or permit the use of his/her assigned storage space without the express written consent of Lessor. The Tenant agrees to notify Lessor in writing of any change of ownership of the boat.
6. Only those persons specified on the front of this Agreement shall be permitted to enter the boat while in storage.
7. Tenant agrees NOT to hold Lessor liable for any loss caused by any delay in launching, storage, transporting, or commissioning cause by weather or any other event beyond the control of Lessor. Smitty's Marina Inc. is open for business seven [7] day per week, but reserves the right to set business hours with regard to seasonal changes in daylight hours and existing weather conditions. Lessor shall not be liable for any acts beyond its control including failure of Lessor(s) marina equipment that make it difficult or impossible for the Tenant to use the boat. **TENANT SHALL BE SOLELY LIABLE FOR HIS BOAT, TRAILERS, AND CARS LEFT AT THE YARD OR PARKING AREA.**
8. Tenant shall not use the marinas electrical outlets to operate power tools, equipment, machinery, appliances, etc. unless written permission has been given by Lessor. Use of any open flame device toxic chemicals and any other hazardous equipment or supplies in the facilities area is prohibited.
9. Tenant may not bring gasoline or petroleum products onto the facility property except in his/her fuel tank internally in boat.
10. Tenant agrees not to dispose of waste or trash (including treated or untreated sewage from heads or holding tanks) in Lessor(s) storage lots. Lessor shall not permit Tenant to create any unnecessary disturbance or nuisance, or store rubbish at the facility.
11. Tenant may inspect, clean, maintain, and perform minor repairs on his/her boat at the facilities, as long as such work does not interfere with the rights of other tenants or the operation of the facilities. If Tenant wishes to have someone other than himself or an employee of Lessor such work, or any other work, on his/her boat at the facilities, prior written approval must be obtained from Lessor. Such approval will be granted only if the outside serviceman can deliver to Lessor evidence of a standard certificate of workmans compensation and liability insurance coverage. The Tenant and outside servicepersons are responsible for any damage or injury caused. A fee will be charged by Lessor for this service.
12. If tenant violates any of the terms and conditions contained in the Agreement or the rules posted from time to time in the facilities office. Lessor shall have the option of terminating this Agreement immediately.
13. If Tenant fails to remove in a timely manner his/her boat and equipment from the rented storage space at the termination of the Agreement, Lessor shall have the option of (a) charging Tenant daily rent on a pro rata basis for the storage space occupied., or (b) taking possession of the boat and equipment and locking it to the storage space occupied, or (c) pursuing any other remedy available under law.
14. Tenant shall not remove his/her boat from the rented space until all charges secured by the liens described in paragraph 15 have been paid in full.
15. To secure payment of storage fees and for charges for gasoline, marine hardware, accessories, repairs, and other services or materials rendered to or supplied to the Tenant, the Tenant grants to Lessor a security interest in the above-described boat, motor, and its accessories. In the event collection procedures or legal action is required to collect any amount due under this Agreement, the Tenant agrees to pay all related costs and a reasonable attorney s fee. In addition, Lessor shall have statutory maritime and admiralty liens ( state and federal) upon the boat, motor, and attached equipment to secure any and all services and materials supplied to tenant by Lessor during the term of this Agreement.
16. Lessor shall not be liable for personal injury, loss of life, loss of property, damage to the above-described boat, motor, and accessories or the contents thereof, due to fire, flood, theft, vandalism, collision, marina equipment failure, windstorm, rain, hurricane, or other casualty loss, or the ordinary negligence of Lessor, its employees, agents, heirs, assigns and subrogees hereby releases and agrees to hold harmless Lessor and all of its employees and agents for any and all liability for personal injury, losses of life, and property damage: (1) arising out of the ordinary negligence of Lessor or its employees and agents in connection with Lessor(s) premises, or in the use of the storage space; (2) in connection with the Tenants boat, motor and accessories while it is on the premises or while it is being moved, hauled, or launched, or while in the water moored to Lessors docks or bulkhead; (3) for loss or damage to the Tenants boat, motor and accessories or contents thereof due to fire, theft, vandalism, collision, marina equipment failure, windstorm, rain, hurricane, or other casualty loss. The indemnification provided herein shall include all costs, expenses and reasonable attorneys fees, including appellate attorneys fees incurred by Lessor in the defense of any action based on the foregoing, including any action brought by the Tenant, his family, invitees, agents, heirs, assigns or subrogees.
17. For Sale signs or any other advertising on boats is not permitted.
18. Lessor retains the right to issue finance charges on balances overdue by 30 days as per terms of Lessor.