



Winter Storage: October 15, 2020 – April 15, 2021

Name \_\_\_\_\_ Phone: \_\_\_\_\_ Yard # \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ 2021 Launch: April-May/June/July

Boat and Storage Information: [Power / Sail] [Stands / Cradle / Trailer]

**PULL DATE:**

Year \_\_\_\_\_ Model \_\_\_\_\_ Length \_\_\_\_\_ Beam \_\_\_\_\_ Registration#: \_\_\_\_\_

Boat Location / Slip #: \_\_\_\_\_ Key location: \_\_\_\_\_ Trailer # \_\_\_\_\_

**Winter Storage Requirements: 1) Signed Contract, 2) Registration, and 3) Insurance (500k)**

Winter Storage OPTIONS			INITIAL YOUR CHOICE
@ FLMS	Boat on Stands	\$56.60 per foot	
	Boat on Cradle		
	Boat on Trailer	\$39.45 per foot	
ELSEWHERE To Hold a 2020 Slip	Boat on Trailer	\$710.10	
	Jet Ski	\$52.47 per jet ski	
	Dock Belongings	\$82.50 per 40ft <sup>2</sup>	
<b>WINTERIZED BY:</b>	<b>FLMS</b>	<b>Boat Owner</b>	<b>BOTH (Describe)</b>
<b>COVER</b>	<b>FLMS</b>	<b>Boat Owner</b>	
	<b>Tarp &amp; Frame</b>	<b>Shrink Wrap</b>	

**NO outside Labor or Contractors Without Insurance Certificate & FLMS's Approval**

- Scheduled PULL DATES are **required** with your Signed Contract (DATE ONLY)
- Scheduled "Pull dates" **may change** due to unforeseen circumstances (ex. Weather), May be pulled:
  - earlier or
  - later
- Boats will be placed on land at the discretion of the Yard Manager.
- Winterization Price List available upon request.
- BOTTOM WASH is Required by FLMS in the Fall at the washing basin ONLY
  - BY FLMS or
  - BY Customer at the washstand for a nominal fee
- **ALL DOCK BELONGING must be removed at end of the season.**
  - Options are:
    - Store at FLMS in storage container OR
    - Take home

**Utility Line Repairs are  
scheduled for this  
Winter 2020.**



## 1. DEFINITIONS

“FLMS” or “Marina” means “FINGER LAKES MARINE SERVICE, INC.”.

“Agreement” means this Application and Agreement for Winter Storage and includes these Terms and Conditions.

“Boat” means the boat described on the page five (5) of this Agreement, the stands or 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;

“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;

“Storage Space” means the part of the Storage Area selected by the Marina in its absolute discretion where the Customer’s Boat is stored;

“Term” means the ‘period of time’ beginning on the Start Date identified on the front page of the Agreement, and ending on the date the Boat is launched in accordance with clause 7.1;

## 2. PROVISION OF STORAGE SPACE

Subject to the terms of this Agreement, the Marina shall allow the Customer to store the Boat in the Storage Space.

## 3. USE OF STORAGE SPACE

3.1 **Access:** Access to the Storage space is available during the hours of 9:00am to 5:00pm Monday to Saturday and 1:pm – 4:00pm Sunday. Access to the Storage Space is limited to Customers and their guests. Outside contractors **MUST** have written approval to access the storage area at any time. **Living aboard boat during winter season is NOT allowed.**

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 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 their guests 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.

### 3.4 Winterizing services:

3.4.1 I will winterize my boat, including: Winterizing of Engine, Plumbing or any other Boat System may be included in this Agreement. **INITIAL** \_\_\_\_\_ **DATE** \_\_\_\_\_

3.4.2 FLMS has my permission to winterize my boat per my instructions and preparing my boat for outdoor storage. **INITIAL:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

3.4.3 **Both** FLMS & myself will prepare my boat for outdoor storage. **INITIAL:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

3.5 **Shrink wrap services:** The Customer acknowledges that such service shall be provided by the Marina, and by a company contracted by the FLMS to provide “shrink wrap” services at an additional cost to the Customer. If the shrink wrap is damaged during the Term, the Customer shall immediately notify the Marina and the Marina may, at its absolute discretion, arrange repairs to the shrink wrap. FLMS shall not be liable for any damage that may be caused by installation, use, removal or any defect of the shrink wrap.

3.6 **Customer tarp:** If the Customer chooses to provide its own cover or tarp instead of shrink wrap, the Marina is not responsible for the care and maintenance of the tarp. If the tarp has the potential to cause damage or has caused damage to the Boat or any other boat, vessel, trailer or cradle, Marina staff may remove the tarp. The Customer will be invoiced



for staff time and will be responsible for any costs associated with any damage to the Boat or any other boat, vessel, trailer or cradle resulting from the tarp.

- 3.7 **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.
- 3.8 **Anti-freeze:** The Customer is responsible for ensuring that all engine anti-freeze and any other harmful substances are drained from engine prior to launching of the Boat.
- 3.9 **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. 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. A Certificate of Insurance is required to be given to FLMS prior to commencement of any work from the contractor.
- 3.10 **Refuse:** The Customer shall not leave refuse of any kind on the Boat or at the Storage Space or elsewhere at FLMS.
- 3.11 **Advertising:** The Customer shall not advertise or solicit in, on, or from the Storage Space, or any other location at FLMS without the prior written approval of the Marina.
- 3.12 **Storage of other materials:** ALL DOCK BELONGINGS must be removed during the winter season. The Customer shall store boating supplies & accessories inside approved container provided by FLMS for a nominal fee or may take them off premises. However, the customer shall NOT store 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.
- 3.13 **Moving of Boat by Marina:** The Marina may move the Boat for any reason. 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. If the Marina is required to move the Boat, it shall take all reasonable care in doing so.
- 3.14 **Assignment of Agreement / Sale of Boat:** Without the prior written approval of the Marina, the Customer shall not assign this Agreement or the use of the Storage Space at FLMS any boat, vessel or trailer or cradle other than the Boat and shall not transfer the Boat to another storage Space in the Storage Area. 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 and Agreement for Winter Storage signed by the new owner.
- 3.15 **Removal of Stationary Cradles:** The Marina will not store boats on wooden cradles, typically used for sailboats. Steel cradles may be purchased and utilized for storage. Placement will be at the discretion of Marina staff.
- 3.16 **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.
- 3.17 **Fire and Hazardous Equipment:** NO Campfires or hazardous equipment will be allowed on premises. The use of torches or any open flame or any other hazardous equipment is prohibited.
- 3.18 **Firearms:** No firearms or weapons allowed on FLMS Property.

#### 4. FEES and PAYMENT

- 4.1 **Payment of fees:** The Customer shall pay all fees identified with in the pages of this Agreement within 30 days; after 60 days the marina will charge the customer at 15% finance charge for non-payment. Also, Interest at 18% annually on any unpaid balance will accrue after 90 days from the contract signing date. *The Marina reserves the right to assess a 10% surcharge for winter contracts received after **October 15, 2020.***



4.2 **Payment of other costs:** The Marina will invoice Customer for any other amounts payable by Customer under this Agreement. All invoices are due by the 15<sup>th</sup> of the month.

4.3 **Debts:** If Customer fails to pay an amount invoiced by or otherwise demanded by the Marina, such amount will be debt due by the 15<sup>th</sup> of the month. If no demand is made, such debts become due and payable without demand upon the termination or expiration of this Agreement.

## 5. SIGNING and DOCUMENTATION

5.1 **Signing:** This Agreement is not valid unless signed by the appointed representatives of the FLMS and the Customer.

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.

## 6. LIABILITY

6.1 **Assumption of risk and limitation of liability:** This Agreement is for the provision of a Storage Space only. Storage services, equipment and 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 Storage Space or 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 and 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 when the Customer signs this Agreement and when the insurance is renewed. *The Marina may charge on additional 15% of the storage charge for any lapse in insurance in excess of 30 days. This charge will be added for each 30 days period that a policy has lapsed.*

## 7. TERM and TERMINATION

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

### 7.2 Removal of Boat on launch dates:

7.2.1 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 Office Manager. The Launch Dates will comprise a two (2) day period, starting no earlier than April 15, 2021. Actual dates for launch shall be confirmed by the Marina 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.

7.2.2 Despite anything else in the Agreement, the Customer may not launch the Boat until the following conditions precedents are fulfilled: (a) the Customer shall pay in full all outstanding fees; (b) current insurance min \$500,000, (c) current registration, and (b) if the Customer wishes to moor at FLMS for the summer season, a Summer Mooring Agreement shall be executed by the Customer and the Marina.

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, this Agreement shall continue month to month in accordance with section 7.7 until such time as all fees are paid and the Boat is removed from FLMS.

7.4 **Termination by Marina without cause:** The Marina may terminate this Agreement on ten (10) days written notice by mail or email without cause and without liability.



**7.5 Termination by Marina for breach or improper conduct:** Without fault or liability, the Marina may terminate this Agreement:

7.5.1 On 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.

7.5.2 Immediately upon giving notice where 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.

**7.6 Termination by Customer:** The Customer may terminate this Agreement at any time by giving ten (10) 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.

**7.7 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.

## 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:** 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.

- Labor rate is \$121.00 per hour.
- 50% deposit is required for all service orders/parts over \$100.00 in value.
- An estimate is NOT a guaranteed final price.
- Major issues will be approved by the customer before anything is started.
- Any additional service requests will change both estimated completion date and final price.
- All service work/parts cost/fees (if applicable) must be paid in full before boat is removed from FLMS or launched.
- Proof of insurance is required before servicing and/or stored on FLMS property.
- Notification of completed work gives you 30 days to pay invoice in full.
- After 30 days to launch/remove your boat before a storage fee of \$5.00 per day will be assessed.
- ALL winterization work orders will be completed **PRIOR** to starting any service orders.
- To cancel signed service agreement, all used/non-refundable parts and labor must pay in full prior to the boat being released to leave the Marina.
- By signing this contract, you represent that you are the owner of the boat or have been authorized by the owner to enter into this contract.
- This contract cannot be changed except in writing signed by both parties in person and / or email.

By signing this contract you agree to all Terms and Conditions outlined above and you agree that you will pay the invoice upon our completion of the work requested.

Customer Signature

Date

FLMS Employee Signature

Date

Location: \_\_\_\_\_

Name: \_\_\_\_\_



Finger Lakes Marine Service, Inc,  
44 Marina Road  
Lansing, NY 14882



Reg # \_\_\_\_\_

Yard # \_\_\_\_\_

Initial	Service		Cost	Office Use Only
<b>Winter Storage</b>				
	At FLMS per foot			
	At Elsewhere to HOLD a SLIP for 2021 season		\$710.10	\$710.10
	At Elsewhere			No Charge
<b>STORAGE ONLY</b>				
	Lift and Store Only			
	Pull on Ramp & Store Only			
	Lift, Unstep & Store Only			
	Unstep Mast & Pull on Ramp			
<b>BOAT</b>				
	DO AS NEEDED		Varies	
	Pull out on RAMP		\$ 36.85	
	Hoist to Stands or Cradle on trailer (if not winter storing at FLMS)		\$ 9.90 / ft	
	Hoist to Trailer		\$ 9.90 / ft	
	Towing boat to Hoist or Ramp two men		\$ 121.00	
	Bottom Wash *All bottom washing MUST be done at the FLMS wash basin only per DEC & HD		\$ 3.08 / ft	
	Bottom Acid Wash *All bottom washing MUST be done at the FLMS wash basin only per DEC & HD		\$ 4.29 / ft + acid	
	Battery Removal and Storage		\$ 18.37 ea.	
	Battery Charge on Boat		\$ 34.98 ea.	
	Un-Step Mast		\$ 8.53per ft	
<b>ENGINE</b>				
	Inboard Full Service includes:	Oil & fuel filter, oil, trans & oil cooler	\$309.60ea.	
	Inboard BASIC includes:	Drain & anti-freeze	\$ 91.85ea.	
	Outboard 60hp ≥ includes:	Oil & filter, lube, drain fuel	\$ 97.96 ea.	
	Outboard 59hp ≤	As needed	\$ 48.95 ea.	
<b>STERN DRIVE</b>				
	Propeller Check		<b>No Charge</b>	
	Option 1	Drain, flush, and refill (on boat)	\$ 55.11ea.	
	Option 2	Lubricate only (u joints, gimbal bearing as needed)	varies	
	Option 3	Pull drive, store, check bearings & boots	<b>No Charge</b>	
<b>GENERATOR</b>				
	Change oil, filter, drain & anti-freeze		\$ 91.85	
<b>WATER SYSTEMS</b>				
	Sinks: water lines, pump, anti-freeze		\$91.85	
	Shower: pump, traps, extra lines, anti-freeze		\$ 30.64	
	Head: pump system, flush, service tank, anti-freeze		\$ 48.95	
	Water heater: drain, turn off power, flush, winter anti-freeze to flush bottom of tank		\$ 36.85	
<b>HEAD</b>				
	Pump Out Holding Tanks up to 40 gal		\$ 27.50	
	Pump Out Holding Tanks 41 – 80 gal		\$ 49.50	

Location: \_\_\_\_\_

Reg # \_\_\_\_\_

Name: \_\_\_\_\_



Finger Lakes Marine Service, Inc.  
44 Marina Road  
Lansing, NY 14882



Yard # \_\_\_\_\_

**AIR CONDITIONER**

	<i>Drain, add anti-freeze</i>	\$ 48.95	
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**COVER**

	<i>Tarp &amp; Frame by FLMS (time &amp; materials)</i>		
	<i>New cover (vendor driven)</i>		
	<i>Material: 2X4, tarp, line, sawhorse stands</i>		
	<i>Boats Stands (minimum 4)</i>	<i>At Cost</i>	
	<i>Shrink Wrap</i>	<i>Contact Office</i>	

**JET SKI**

	<i>Winterize: BASIC</i>	\$ 82.49 ea.	
	<i>Winterize: FULL</i>	\$ 154.88ea.	
	<i>Cover (Shrink Wrap \$150.87ea.)</i>	<i>Tarp &amp; Frame \$ 97.60 ea.</i>	

**ADDITIONAL OPTIONS**

	<i>Tune Up</i>	<i>W/O:</i>	
	<i>Anode inspections and replace</i>	<i>W/O:</i>	
	<i>Bilge clean &amp; dry</i>	<i>W/O:</i>	
	<i>Other work</i>	<i>W/O:</i>	

Customer Notes: