

Boat Storage Agreement
Pleasants Landing Marina, LLC
540-872-4180

ON THIS, THE _____ Day of _____ (month) _____ (year), this Boat Storage Agreement is entered into by and between Pleasants Landing Marina, LLC (herein referred to as "PLM") as owner of **Slip # _____** at 349 Pleasants Landing Road, Bumpass VA 23024 and _____ (herein referred to as "the Lessee"). The Lessee warrants that he or she owns the vessel described below on this agreement.

1. Limit on Use. This Agreement only applies to allow storage of the described vessel. If Lessee desires to store a boat other than referenced below, Lessee must complete a new agreement, and pay additional charges arising there from. Launch ramp access is not included. Park passes included with storage are for the use of the boat owners only, and cannot be loaned out or transferred.

2. Term. This Boat Slip Lease Agreement is for: **(initial a, b, or c below)**

_____ **a. Annual Wet Slip:** The period of _____ to _____ inclusive. Off-season land storage is included in our annual contracts. The storage rate shall be \$ _____ per year for 1 year.

_____ **b. Monthly Wet Slip or Dry Storage:** (3 month min.) Starting on _____ 20__ and continuing from month to month thereafter, subject to all other paragraphs herein. Where Lessee agrees to automatic payment processing of card ending in _____ on the ____ day of each month for the amount of \$ _____ until the vessel is removed from the property. Storage Fees shall not be prorated upon arrival if after the 1st or 15th day of the month and will not be prorated upon departure and any portion of a month shall constitute an agreement to lease for an entire month whether the contract extends on the 1st or 15th monthly.

_____ **c. Annual or Seasonal Dry Storage:** The period _____ thru _____ inclusive.

The storage rate shall be \$ _____ per _____. **All storage shall be paid in advance of the day of the month that on which the storage began.** The storage lease is earned when paid.

3. Extension. Agreement may be renewed by phone at present posted or negotiated rate for such additional period as the parties may both agree, and may be extended, whereas all other conditions still apply **without further signature** for subsequent periods, subject to all other paragraphs herein. If Lessee fails to renew this agreement and does not remove vessel by the agreement expiration date, this lease will automatically renew at current monthly rates and remain in effect, whereas all other conditions still apply, without further signature, for subsequent periods, subject to all other paragraphs herein, until the vessel fees and late fees are paid in full, and the vessel is removed from the property

4. Termination. a. By Lessee: Lessee shall give PLM thirty (30) days written notice prior to departure. Monthly fees paid in advance are non refundable. Annual and Seasonal storage fees will not be refunded if renter terminates agreement for any reason unless approved by PLM in advance. If refund is approved storage fees are converted to the current monthly rate and prorated to determine refund amount, if any. Refunds are not guaranteed, and are approved solely at the discretion of PLM.

b. Termination by Pleasants Landing Marina: **(i)** For cause. If the Lessee violates any of the terms and conditions in this agreement, PLM shall have the option of terminating this agreement upon the lesser of three (3) days actual notice, or ten (10) days written notice to Lessee posted onboard the vessel, without waiving any other rights herein. **(ii)** Not for cause. The Slip owner retains the right to terminate this agreement without cause, at anytime, upon thirty (30) days written notice to the Lessee. In such cases, any prepaid fees, shall be prorated and surplus returned to the Lessee. Nothing in this paragraph 4 shall waive any other right of PLM under this agreement, at law, equity or admiralty.

C. Removal. If the renter fails to remove their boat and equipment from the rented slip before the termination or expiration of this agreement, regardless of the reason for termination, the slip owner shall be entitled to move the vessel and store or re-dock it at any location, and lock the vessel in place, in any commercially reasonable manner, all at the expense and on the account of the Lessee, until all fees and \$1 per day late charges, as described in paragraph 5, are brought current; PLM may use any combination of any or all remedies set forth in this paragraph 4.

5. Default. If the Lessee fails to timely make his rental payments, or is in any other materials default of this agreement, PLM shall have all remedies set forth in paragraph 4.c. above. PLM will charge the Lessee the current monthly rate plus \$1.00 per day late fees, for so long as the vessel remains on property and all fees and charges are brought current;

6. Sublease or transfer. Lessee agrees not to transfer, sublet, assign, or permit the use of their slip or park pass by any other person or vessel than described below. This agreement is not transferable.

7. Rules and Regulations. Lessee agrees to be bound by the current PLM Rules and Regulations which are available to the Renter through the Marina Office. This includes having the proper forms completed and on file in the Marina Office. Said Rules and Regulations may be lawfully changed from time to time by PLM. It shall be the responsibility of the Renter to abide by these Rules and Regulations, and to keep himself apprised of the most current permutation of such Rules and Regulations. In any explicit conflict between the Rules and Regulations and this agreement, this agreement shall govern.

8. Foul Weather and Natural forces. Lessee agrees that it is not relying in any way upon the skill or intervention of PLM and staff to protect the vessel should foul or dangerous weather or animals threaten to damage, or damage the vessel. The Lessee agrees to

hold PLM, it's contractor and owners harmless, indemnify and defend them from any claims of any other owners of property or vessels at the PLM'S facility arising out of contact with the Lessee's Vessel, and further agrees to be responsible to PLM for damage to PLM's facilities or property arising out of contact with Lessee's Vessel or any fuel or appurtenance there from, including, without limitation, dock damage, environmental fines, and all other liabilities.

9 Emergency Release. If, in good faith, PLM staff intervenes on behalf of the Lessee in the case of a weather emergency, mechanical failure, or other urgent situation, the Lessee agrees to hold PLM, its agents and owner harmless, indemnify, and defend them against all claims to damages of any kind. **The Lessee agrees to pay shop fees charged by PLM for emergency services.** INITIAL _____

10. Insurance Coverage. The Lessee agrees to maintain insurance coverage the entire time the vessel is on the marina property.

11. Severability. In the event that any provision of this agreement should be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect.

12. Binding Nature. This agreement is binding upon and shall inure to the benefit of all parties hereto and their respective heirs, successors, and assigns.

By signing below Lessee confirms he/she has read, understands, and agrees to be bound by all terms and conditions of this agreement.

RENTER'S SIGNATURE: _____ Date: _____

PLEASANTS LANDING REP SIGNATURE: _____ Date: _____

Boat Owner _____ Wet Slip _____ Dry Storage _____
Address _____ Email _____
_____ Telephone _____, _____

Co-Owner _____ Email _____
Address _____ Telephone _____, _____

Boat Make/ Model _____ Type _____ Year _____ Length _____ Color _____
Boat Registration # _____ Motor Make _____ OB_ I/O_ IB_ Jet_ Trl Mfg _____ Tag # _____

Payment Arrangement \$ _____ / _____

DO NOT WRITE BELOW LINE – FOR OFFICE USE ONLY-----

Date	Amount	Method of Payment	Paid Through	Other	Initials

CC Information **required** for monthly storage paid month to month, or boats year with model 2000 and earlier:

Initial _____ Monthly Auto pay: 1st or 15th (circle) CC# _____ Exp Date _____ CC Code _____
Zip _____

Initial _____ Monthly Storage - Boat Models 2000 and earlier agree to removal charges starting at \$500.00 applied if boat is abandoned.