



Pleasants Landing at Lake Anna
349 Pleasants Landing Road
Bumpass, VA 23024
540-872-4180

Boat Storage Agreement

On this, the ____ day of _____ (month) 2021 (year), this Boat Storage Agreement is entered into by and between Pleasants Landing Marina, LLC (herein referred to as "PLM") as owner of Slip/Space #_____ at 349 Pleasants Landing Road, Bumpass, VA 23024 and (herein referred to as "the Tenant"). The Tenant 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 Tenant desires to store a boat other than referenced below, Tenant must complete a new agreement, and pay additional charges arising therefrom. Launch ramp access is not included. Admission to park events are not included.

2. **Term.** This Boat Slip Agreement is for: (circle and complete a, b, or c below.) Storage Fees shall not be prorated upon arrival if after the 1st 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.

a. Annual Wet Slip: The period of **April 1st, 2021 to March 31, 2022** inclusive. Off-season land storage is included in our annual contracts. The storage rate shall be **\$1,179** per year.

b. Annual or Seasonal Dry Storage (3 month min): The period of _____ thru _____ inclusive. The storage rate shall be \$_____ per _____. All storage shall be paid in full in advance of the effective date of the agreement. The storage lease is earned when paid.

c. Monthly Dry Storage: (1 month min.) Starting on 1st day of _____ (month) and continuing from month to month thereafter, subject to all other paragraphs herein. Where Tenant agrees to automatic payment processing of card ending in _____ on the 15th day of each month for the amount of **\$75** until the vessel is removed from the property.

3. Termination.

- a. Termination by Tenant: **Tenant shall give PLM thirty (30) days written notice (email) prior to departure.** Annual and Seasonal storage fees will not be refunded if tenant terminates agreement for any reason unless approved by PLM in advance. Refunds are not guaranteed, and are approved solely at the discretion of PLM.
 - b. Termination by PLM: (i) For cause. If the Tenant violates any of the terms and conditions in this agreement, PLM shall have the option of terminating this agreement upon the tenant of three (3) days actual notice, or ten (10) days written notice to Tenant 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 any time, upon thirty (30) days written notice to the Tenant. In such cases, any prepaid fees, shall be prorated and surplus returned to the Tenant. Nothing in this paragraph 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 PLM property 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 redock 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 Tenant, until all fees and \$5 per day late charges are brought current. PLM may use any combination of any or all remedies set forth in this agreement.
4. **Sublease or transfer.** Tenant 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.
 5. **Rules and Regulations.** Tenant 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.
 6. **Foul Weather and Natural forces.** Tenant 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 Tenant

agrees to hold PLM, its 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 Tenants Vessel, and further agrees to be responsible to PLM for damage to PLM's facilities or property arising out of contact with Tenant's Vessel or any fuel or appurtenance there from, including, without limitation, dock damage, environmental fines, and all other liabilities.

7. **Emergency Release.** If, in good faith, PLM staff intervenes on behalf of the Tenant in the case of a weather emergency, mechanical failure, or other urgent situation, the Tenant agrees to hold PLM, its agents and owner harmless, indemnify, and defend them against all claims to damages of any kind. **The Tenant agrees to pay shop fees charged by PLM for emergency services.**
8. **Insurance Coverage.** The Tenant agrees to maintain insurance coverage the entire time the vessel is on the marina property.
9. **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.
10. **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 the tenant confirms he/she has read, understands, and agrees to be bound by all terms and conditions of this agreement.

Tenant's Signature: _____ Phone _____ Date: _____

PLM Rep Signature: _____ Date: _____

(circle one) Boat Slip/ Dry Storage or Dry Storage Only

Print Tenant Name: _____ Email (Required) _____

Street _____ City/ State/Zip _____ Secondary Phone _____

Boat Make/Model _____ Type _____ Year _____ Length _____ Color _____

Boat Registration # _____ Motor Make _____ OB I/O IB Jet

Trailer 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 _____