

## **Marooners' Rock Storage Agreement & Release of Liability**

This Storage Agreement ("Agreement") is entered into between the undersigned vessel owner or authorized lessee ("Lessee") and Marooners' Rock Marina, including Angela Rose LLC, Angela Papi, owners, agents, employees, affiliates, and assigns ("Lessor").

Lessee acknowledges that storing vessels, trailers, equipment, vehicles, batteries, or personal property at Marooners' Rock Marina involves inherent risks including fire, theft, storm damage, flooding, freezing, vandalism, rodents, corrosion, transport damage, mechanical failure, personal injury, and property damage.

Lessee voluntarily assumes all risks associated with storage and agrees not to hold Marooners' Rock Marina, Angela Rose LLC, Angela Papi, or affiliated parties liable for injury, death, loss, or damage to person or property, regardless of cause, including negligence, acts of nature, equipment failure, theft, fire, or actions of third parties.

This Agreement constitutes rental of storage space only and does not create a bailment or custodial relationship. Lessor is not a warehouseman, insurer, or caretaker of stored property. All property is stored entirely at Lessee's sole risk.

Lessee agrees to indemnify, defend, and hold harmless Marooners' Rock Marina, Angela Rose LLC, Angela Papi, and affiliates from any claims, damages, liabilities, attorney fees, or expenses arising from:

- Storage or use of Lessee's vessel or property,
- Injury or damage caused by Lessee, guests, vessel, trailer, batteries, or fuel systems,
- Environmental contamination, leaks, or spills,
- Breach of this Agreement,
- Incidents occurring on marina property involving Lessee or guests.

Lessee is solely responsible for maintaining insurance coverage for liability, theft, fire, environmental damage, winter storage, trailers, vessels, and personal property. Lessor provides no insurance coverage.

At Lessee's request, Lessor may perform services including winterization, shrink wrapping, hauling, launching, battery service, fuel stabilization, cleaning, inspections, or general maintenance.

Lessee acknowledges marine systems may contain hidden defects, corrosion, aging components, prior improper repairs, or unforeseen failures not discoverable during routine service.

Lessor does not guarantee against freeze damage, cracked blocks/manifolds, water intrusion, battery failure, fuel contamination, corrosion, electrical failure, rodent damage, or failures caused by pre-existing or undisclosed conditions.

Winterization and maintenance reduce risk but do not eliminate the possibility of damage or failure.

Lessee agrees that Marooners' Rock Marina, Angela Rose LLC, Angela Papi, and affiliates shall not be liable for incidental or consequential damages including towing, loss of use, missed boating season, depreciation, or lost revenue. Any claim relating to services performed shall be limited to the amount paid for the service giving rise to the claim.

Recommendations regarding repairs, maintenance, timing, or vessel condition are advisory only. Final responsibility for vessel upkeep remains solely with the owner.

Lessor may move vessels, trailers, or property when reasonably necessary for safety, maintenance, weather events, operations, or emergencies. Lessee agrees not to access restricted storage areas without authorization.

Property left without payment or communication beyond agreed storage terms may be considered abandoned as permitted by law. Lessor may deny access, assess late fees, remove property, seek storage liens, and pursue legal remedies.

Lessee shall not store hazardous, illegal, or explosive materials on marina property and shall be fully responsible for any spills, leaks, contamination, or environmental damage caused by their vessel, trailer, batteries, fuel, or equipment.

### **Payment Terms & Scheduling**

Payment for all storage, dockage, maintenance, winterization, hauling, shrink wrapping, parts, labor, and related services is due upon receipt unless otherwise agreed to in writing.

If Lessee cannot pay in full, a payment plan is strongly recommended to avoid late fees, service delays, loss of scheduling priority, or interruption of services. Boats with unpaid balances may not be placed in the marina's seasonal preparation or launch lineup until accounts are brought current.

Wet slip deposits equal to fifty percent (50%) of the seasonal dockage fee are due by February 1. Remaining balances are due prior to Memorial Weekend unless otherwise agreed in writing.

Seasonal scheduling and launch priority are generally based on account standing, deposit status, approvals, and timeliness of payment. The earlier balances are paid, the earlier vessels may be scheduled into the lineup.

## LESSEE INFORMATION

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

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

## STORED PROPERTY INFORMATION

Vessel/Trailer: \_\_\_\_\_

Registration #: \_\_\_\_\_

Length: \_\_\_\_\_ ft

Storage Type:  Indoor  Outdoor  Shrink Wrap  Trailer  Other \_\_\_\_\_

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## ANNUAL MAINTENANCE AUTHORIZATION

Place my vessel on Marooners' Rock Marina's recommended annual maintenance schedule and authorize routine yearly service as recommended by manufacturer standards and marina recommendations.

Contact me each season for approval prior to performing maintenance or repairs with a cost of \$\_\_\_\_\_ or more.

I perform my own maintenance and am requesting storage services only.

I would like Marooners' Rock Marina to perform only the services specifically requested below.

## COMMON ANNUAL SERVICES

- Oil & Filter Change    Lower Unit Service    Impeller Inspection/Replacement  
 Fuel Filter Change    Battery Testing    Greasing & Lubrication    Trailer Bearing Service  
 Spring Inspection    Fall Inspection    Propeller Inspection and repair services  
 Cleaning / Detailing Interior    Cleaning / Detailing Exterior

Lessee acknowledges that maintenance recommendations are advisory in nature and that failure to perform recommended maintenance may increase the risk of equipment failure or damage. Marooners' Rock Marina is not responsible for failures resulting from declined, delayed, or unauthorized maintenance recommendations.

By signing below, Lessee confirms they are 18 years of age or older, understand the legal consequences of this Agreement, voluntarily waive the right to sue, assume all associated risks and expenses, and agree this Agreement shall remain enforceable to the fullest extent permitted by law even if any portion is deemed invalid.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_