

701 Marina LLC – Winter Land Storage Agreement

This Winter Land Storage Agreement ("Agreement") is made and entered into this ___ day of _____, 2025, by and between 701 Marina LLC, a New York limited liability company ("Marina"), and the undersigned boat owner ("Owner").

1. Term of Storage

This Agreement shall be effective from October 15, 2025, through May 15, 2026 ("Storage Period"), unless terminated earlier in accordance with this Agreement.

2. Scope of Storage

The Marina shall provide land-based vessel storage only. No water, electricity, utilities, security, services, maintenance, or oversight are provided or implied. The Marina shall not be responsible for supervising, maintaining, or monitoring the vessel or any surrounding property. No flammable materials, hazardous chemicals, or generators may be stored on the vessel or in the storage area. No work may be performed on the vessel or Marina property without prior written consent from the Marina.

3. Fees and Payment

Owner shall pay for the entire Storage Period, due upon execution of this Agreement.

Holdover Fee: If the vessel remains on Marina property beyond May 15, 2026, Owner shall be subject to a Daily Holdover Fee of \$100 per day until removal. This fee is agreed to be a reasonable charge for continued occupancy and the administrative burden caused by late removal.

Utility Use: Use of any water or electricity during the storage season is strictly prohibited unless specifically authorized by the Marina in writing. If unauthorized use is discovered, the Owner shall be charged separately at a rate determined by the Marina (currently \$25 per day per utility).

In addition, should the Owner fail to remove the vessel from Marina property by May 15, 2026, the Marina reserves the right, at its sole discretion, to arrange for the vessel to be transported to the Owner's home or other location designated by the Owner, at the Owner's sole risk and expense. The Owner expressly agrees to indemnify, defend, and hold harmless 701 Marina LLC and 701 Piermont LLC from any and all damages, claims, or costs arising out of or relating to such transport, including but not limited to physical damage to the vessel, third-party property, or personal injury. The Owner further personally guarantees payment of all fees, charges, and costs owed to 701 Marina LLC arising under this Agreement, including but not limited to holdover fees, transport costs, attorney's fees, and collection expenses.

4. Use and Access Restrictions

The vessel may not be used for sleeping, habitation, or overnight stays.

No vehicles may be left overnight on the premises.

All contractors must be approved by the Marina and must submit current insurance and business credentials. Unapproved contractors will be removed, and the Owner will be held responsible for any resulting issues.

5. Storage Limitations and Conduct

No tools, materials, equipment, or personal property may be stored under, around, or near the vessel. The Marina may, but is not obligated to, remove unauthorized items and assess a \$400 removal fee per occurrence. Owner must maintain the space in a clean, safe, and unobstructed condition.

6. Insurance Requirements

Owner must maintain marine insurance at their sole expense for the duration of the Storage Period, including:

- General liability coverage of at least \$500,000 per occurrence and \$1,000,000 aggregate;
- Hull coverage for full replacement value of the vessel;
- 701 Marina LLC & 701 Piermont named as an additional insured for liability coverage;
- 30 days' advance written notice to Marina of any policy cancellation or change.

Proof of insurance and endorsement must be provided prior to vessel's arrival. Failure to maintain insurance is a default and grounds for removal at Owner's expense.

7. Indemnification and Waiver of Liability

Owner agrees to fully indemnify, defend (with counsel acceptable to Marina), and hold harmless 701 Marina LLC, 701 Piermont LLC, and their respective owners, affiliates, officers, directors, employees, contractors, and agents from and against any and all claims, demands, suits, fines, penalties, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) of any kind or nature, whether in contract, tort, or otherwise, arising out of or related to: (i) Owner's use or occupancy of the Marina property; (ii) the storage, maintenance, condition, or operation of the vessel; (iii) any work performed by or on behalf of Owner; or (iv) any violation of law or breach of this Agreement by Owner, its guests, invitees, or contractors. This indemnification obligation shall apply regardless of cause, including claims alleging negligence (but excluding gross negligence or willful misconduct) of 701 Marina LLC or 701 Piermont LLC. Owner's obligations under this section shall survive termination or expiration of this Agreement.

Storage is entirely at the Owner's risk. The Marina shall not be liable for fire, theft, vandalism, storm damage, natural disasters, rodent damage, collapse, or any other harm to the vessel, except in cases of gross negligence or willful misconduct.

8. Default and Lien Rights

If Owner fails to comply with this Agreement or pay fees when due, the Marina may terminate the Agreement and demand immediate vessel removal. The Marina may place a possessory lien on the vessel in accordance with New York law. All unpaid charges shall accrue interest at the maximum rate allowed by law.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

10. Entire Agreement

This Agreement contains the full understanding between the parties. No verbal promises are binding unless in a written addendum signed by both parties.

The costs and rates for storage, winterization, shrink wrapping, and other related services shall be provided under a separate schedule of fees issued by 701 Marina LLC, which is incorporated herein by reference.

Signatures

Owner Information

Name: _____

Address: _____

Phone: _____ Email: _____

Boat Make/Model: _____

Registration #: _____

Signature of Owner: _____ Date: _____

701 Marina LLC Representative: Andrew Impagliazzo Date: _____

11. Rights of Inspection and Removal

The Marina reserves the right to inspect the vessel or storage area at any time for safety, compliance, or maintenance purposes. If, in the judgment of the Marina, the vessel poses a hazard, is non-compliant with this Agreement, or is otherwise insecure, the Marina may, at the Owner's sole risk and expense, move, haul, tow, or otherwise remove the vessel from the premises. The Owner indemnifies and holds harmless 701 Marina LLC and 701 Piermont LLC from any and all damages, costs, or claims arising from such actions.

12. Default and Lien Rights

If the Owner fails to comply with any term of this Agreement, including but not limited to timely payment of fees, insurance obligations, or maintenance responsibilities, the Marina may immediately cancel this Agreement and demand removal of the vessel. If the Owner fails to comply, the Marina may remove, transport, or arrange for third-party storage at the Owner's sole expense and risk. The Marina shall have a maritime and possessory lien on the vessel under New York law and federal maritime law for all unpaid sums, including storage, transport, attorney's fees, and collection costs. The Owner expressly grants the Marina authority to retain or seize the vessel until all fees are paid in full.

13. No Assignment or Subletting

This Agreement is personal to the Owner. The storage rights granted hereunder may not be assigned, transferred, or sublet to any other party without the prior written consent of the Marina. Any attempted transfer without consent shall be void and grounds for immediate termination.

14. Owner's Duty to Monitor Vessel

The Owner is solely responsible for regularly checking the vessel during the Storage Period to ensure it remains secure, that no water is building up, that there are no leaks, that the vessel stands remain properly adjusted, and that no hazardous conditions exist. Failure to properly monitor the vessel shall constitute a breach of this Agreement and release the Marina from any liability for resulting damage or loss.

15. Alternative Storage if Owner Non-Compliant

Should the Owner fail to remove the vessel when required, and should the Owner not have space available at their home or otherwise fail to provide written instructions for an alternative storage location, the Marina reserves the right to select a third-party storage provider or location for the vessel at the Owner's sole risk and expense. The Owner indemnifies and holds harmless 701 Marina LLC and 701 Piermont LLC for any and all claims, costs, or damages arising out of or related to such relocation.

Owner's Key Responsibilities – Summary Checklist

For clarity and emphasis, the following is a summary of the Owner's key obligations under this Agreement. This checklist does not replace the full Agreement but highlights major responsibilities the Owner must adhere to:

- ☒ Pay all storage fees in full and on time.
- ☒ Remove all personal property, flammables, and hazardous materials prior to storage.
- ☒ Do not use water, electricity, or other utilities unless expressly authorized.
- ☒ No work may be performed on the vessel without prior written approval from 701 Marina LLC.

- ☒ Regularly inspect the vessel to ensure it is secure, dry, free of leaks, and properly supported.
- ☒ Do not sublet or assign this Agreement to any other party without Marina's written consent.
- ☒ Remove the vessel by May 15, 2026, or be subject to \$100/day holdover fees and additional transport costs.
- ☒ Provide proof of valid insurance coverage with 701 Marina LLC and 701 Piermont LLC listed as Additional Insureds.
- ☒ Indemnify and hold harmless 701 Marina LLC and 701 Piermont LLC against any claims, damages, or costs arising out of vessel storage.
- ☒ Immediately provide alternative storage instructions if home storage is not available.

By signing below, the Owner acknowledges review and understanding of the above responsibilities, in addition to the full Winter Storage Agreement.

Owner Initials: _____ Date: _____