



3052 Dubois Road
Ithaca, NY 14850
607.272.2036
mooresmarineinc.com

2021-22 Boat Storage Contract

Date: _____

This agreement for the winter storage of a BOAT between MOORE'S MARINE, INC. and the BOAT's Owner/Authorized Agent ("OWNER") is not a bailment and is subject to the Boat Storage Terms and Conditions on the reverse side, which the OWNER has carefully read and acknowledges.

Owner of Boat or Authorized Agent

Full Name _____ Email Address _____

Mailing Address _____ City _____ State _____ Zip _____

Work # _____ Home # _____ Cell # _____

Boat Information

Type _____ Hull ID# _____ State Reg# _____ Color _____

Make _____ Model _____ Year _____

Boat Insurance Information

A copy of the Certificate of Insurance is attached here and made a part of this contract. Insurance companies can email COI to info@mooresmarineinc. If no copy is attached, customer hereby certifies with their initials that they carry sufficient insurance for their boat/trailer.

Initials: _____

TOTAL STORAGE PAYMENT DUE

Amount due reflects storage cost only. Storage thru May 1:

-Indoor Storage \$24/ft

-Outdoor Storage \$17/ft

INCOMPLETE AND UNSIGNED CONTRACTS WILL NOT BE ACCEPTED BY THE LICENSOR. Requests for service will not be honored in the event of incomplete or unsigned contracts. Overdue accounts are subject to finance charges. OWNER has read the front of the Boat Storage Contract and its reverse side Boat Storage Terms and Conditions and agrees to them.

OWNER DATE

MOORE'S MARINE INC DATE

Boat Storage Terms and Conditions

1. **NEGOTIATION.** OWNER recognizes the BOAT could be stored at other facilities and acknowledges that the amount charged for storage at MOORE'S MARINE, INC. is disproportionately small in comparison to the value of the BOAT and the risks of damage to the BOAT during winter storage. Owner also acknowledges that this Boat Storage Contract was negotiated with MOORE'S MARINE, INC. whom OWNER understands would reasonably charge substantially more absent these terms and conditions.
2. **INSURANCE.** OWNER acknowledges MOORE'S MARINE, INC. does not carry insurance on the BOAT. OWNER warrants the BOAT is insured under a hull and machinery policy or all-risk policy in an amount equal to the BOAT's value and OWNER warrants the BOAT has in addition third party liability insurance coverage. OWNER further accepts responsibility for any injuries to persons or damages to other boats or MOORE'S MARINE, INC.'s property caused by the BOAT or caused by any persons brought to MOORE'S MARINE, INC. by OWNER or otherwise present at MOORE'S MARINE, INC. as OWNER's invitees.
3. **DAMAGE MITIGATION.** In the event of an emergency or threat to safety or security, OWNER authorized MOORE'S MARINE, INC. but does not obligate MOORE'S MARINE, INC. to attempt appropriate measure to mitigate damages to the BOAT, other boats, and MOORE'S MARINE, INC.'s property and environs and OWNER agrees to pay MOORE'S MARINE, INC. its reasonable charges for mitigation attempts.
4. **NO BAILMENT.** OWNER acknowledges that MOORE'S MARINE, INC. does not have exclusive possession and control of the BOAT, which is shared during the storage period with OWNER, who has access to it. OWNER further acknowledges his/her responsibility for the safety and security of the BOAT for storage. Accordingly, OWNER acknowledges this Boat Storage Contract does not constitute a bailment and is not for any specific storage space or work to be conducted by MOORE'S MARINE, INC.
5. **NEGLIGENCE EXCLUSION.** OWNER acknowledges that OWNER is responsible for the BOAT and any persons brought to MOORE'S MARINE, INC. by OWNER or otherwise present at MOORE'S MARINE, INC. as OWNER's invitees. OWNER agrees and understands that MOORE'S MARINE, INC. shall not be held in breach of contract or negligent (not amounting to gross negligence) for any dollar damages due to (a) injury to persons including death or (b) damage to any property including the BOAT and its contents. This exclusion of any claim by OWNER and OWNER's invitees for breach of contract or negligence (not amounting to gross negligence) includes any incident arising in any way from this Boat Storage Contract and storage of the BOAT at MOORE'S MARINE, INC. , regardless of whether caused by MOORE'S MARINE, INC. ' or its agents' acts or omissions, wind, rain, snow/ice, flood, sinking, fire, spillage, power outage, structural or mechanical failure, theft, vandalism, or any other event.
6. **HOLD HARMLESS.** Accordingly, OWNER agrees to indemnify and hold MOORE'S MARINE, INC. harmless from all claims of bailment, all claims of breach of contract, and all claims of negligence (not amounting to gross negligence) against MOORE'S MARINE, INC. arising from this Boat Storage Contract.
7. **EXTENSION.** Owner acknowledges this Boat Storage Contract's provisions shall extend to periods before and after the dates listed on the reverse side if the BOAT is present at MOORE'S MARINE, INC. beyond such date(s) and if no other applicable written agreement has been executed.
8. **NON-TRANSFERRABLE.** This Boat Storage Contract is not transferable or assignable by OWNER.
9. **AMOUNTS DUE MOORE'S MARINE, INC.** . The Total Storage Payment Due noted on the reverse and storage charges for extended periods, plus any ancillary charges such as winterizing, detailing, and other MOORE'S MARINE, INC. work are all due within 10 days of notification of completed service at MOORE'S MARINE, INC. .
10. **LIENS.** OWNER agrees that any unpaid amounts due MOORE'S MARINE, INC. under the previous paragraph constitute a maritime lien on the BOAT in favor of MOORE'S MARINE, INC. . While MOORE'S MARINE, INC. is entitled to foreclosure its lien in an *in rem* lawsuit against the BOAT and to prosecute an *in personam* lawsuit against the OWNER for unpaid amounts due, if OWNER does not pay all unpaid amounts due and remove the boat after written demand to do so, OWNER agrees that MOORE'S MARINE, INC. in addition may at its option sell the BOAT non-judicially to recover unpaid amounts and take such other steps as MOORE'S MARINE, INC. deems appropriate to remove the BOAT from MOORE'S MARINE, INC. ' premises, including disposal of the BOAT. OWNER agrees to pay MOORE'S MARINE, INC. ' reasonable attorneys' fees and costs incurred in enforcing the provisions of this paragraph.
11. **SEVERABILITY.** Should any term or condition of this Boat Storage Contract be held void or unenforceable, then that term shall be deemed narrowed or severed and the enforceability of the remainder shall not be affected and will remain in full force and effect.
12. **DISPUTES.** Venue for any lawsuits arising from this Boat Storage Contract shall be, at MOORE'S MARINE, INC. ' sole discretion, in Federal District Court for the State of New York or Tompkins County courts.
13. **THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS DOCUMENT CONTAIN THE ENTIRE UNDERSTANDING BETWEEN OWNER AND MOORE'S MARINE, INC. AND NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN, HAS BEEN MADE REGARDING THE BOAT'S STORAGE WHICH IS NOT INCLUDED IN THIS CONTRACT.**