

Marina Storage and Dockage Policy

Mid-Lakes Erie Macedon Landing, hereinafter called the **Company**, accepts no responsibility for loss or damage of personal property, including but not limited to those items under contractual storage including boats, cars, trailers and related equipment, contents and furnishings. The **Owner** accepts the **Company's** services, labor and storage at the rates indicated and further agrees to the following conditions by execution of the contract:

- 1) Vessel (or other contracted storage item) will be presented for storage or dockage without hazards existing, which would cause danger or expense to the **Company** or to other vessels or persons. The **Company** will handle any emergencies to the vessel as it sees fit at the expense and risk of the **Owner**.
- 2) Storage and dockage is at the **Owner's** risk. It is understood and agreed by the **Owner** that the **Company** will not be held responsible or liable for any loss to or of the vessel (or other contracted storage item), its gear or other equipment and furnishings whatsoever. The **Owner** agrees to hold harmless the **Company** and other owners whose vessels (or other) are stored in or on the property.
- 3) Vessels (or other items) presented for storage after a stated date by the **Company** may be refused storage and the reserved spot may be re-sold.
- 4) All bills and invoices are due and must be paid before the vessel (or other item) leaves the premises. All charges shall constitute a lien upon the vessel and the **Company** may retain possession of the vessel (or other property) until the outstanding charges are paid.
- 5) The **Company** operates within the boundaries of two seasons; Winter and Summer. Appropriate storage rates will be charged beginning at the change of seasons as outlined in written postings by the company (typically May 1st and October 31st). A vessel (or other item) in storage beyond those dates without a valid contract will be subject to daily storage / dockage rates currently in effect.
- 6) While the vessel (or other item) is on the premise, the **Owner** shall not hire or permit any person, other than **Company** employees or agents, to perform any labor on the vessel or make any installation of equipment thereon without the express permission of the **Company**. This limitation, however, is not intended to prevent the **Owner** from doing work on his own vessel (or other item), providing the work is done in a commonly accepted safe and prudent manner (such as in accordance with the Rules and Regulations of the National Fire Protection Association).
- 7) In conjunction with condition # 6 above, all personal work by the owners of any vessel (or other item) stored inside the buildings of the **Company** shall be completed by the first day of the summer season and the vessel shall be ready to be placed in the water unless specific and prior arrangements are made. A charge may be incurred by failure to meet this condition if it becomes necessary for the **Company** to relocate the vessel in order to remove other vessel(s) which has complied with first day condition.
- 8) All vessels docking or storing with the **Company** must be available for hauling, servicing, storage or shrink-wrapping by the deadline stated by the **Company**. If the vessel is not available at the stated time, the **Company** is not responsible for damages incurred if the work remains undone due to weather or other. Once the deadline is passed, it is the owner's responsibility to prepare the vessel for storage or remove the vessel from the **Company's** property.
- 9) All vessels without arrangements for dockage with the **Company** must be removed from the premises within 48 hours of being placed in the water. After the 48 hour period, the vessel will be charged at the daily storage / dockage rates currently in effect.
- 10) All **Owners**, agents, and guests must comply with all environmental regulations pertaining to their activities while on the premises. All persons shall comply with any posted rules and regulations governing activities on the premises.
- 11) **Owners** are specifically responsible for the mooring of their vessels, vehicles, and any other personal property and related security whether that is for unauthorized entry or the viability of the vessel as it is secured to the dock. Further, any dock-boxes, tool cabinets, storage containers of any sort, are the responsibility of the **Owner** and care should be exercised to ensure any such item is secure in event of wind or other events. Areas must be kept neat and presentable.
- 12) At any time, the **Company** may rescind any contract for failure of the **Owner** to comply with any of these conditions or other posted reasonable regulations of the property. If a contract is rescinded, the **Owner** is expected to vacate the **Company** property at the earliest opportunity with all of the **Owner's** personal belongings. Items left after the **Owner** vacates become the property of the **Company**.