



This agreement entered the _____ day of _____, 2015 by and between JN Company Inc. D.B.A. Patterson Harbor, Lessor, and _____, Lessee, whereby Lessor agrees to provide a dry storage spot and the use thereof to the Lessee, and Lessee agrees to pay the rental specified herein and abide by the rules/ regulations set forth below.

1. Terms of this agreement will be for one year, beginning on April 1st, 2015 and ending on March 31st, 2016 of the following year. Billing for rental fees of \$_____ are based on the boat size we have on file and the subsequent dry storage rate category of your boat. (_____) This agreement will be considered an offer by the Lessor to renew on the terms and condition set forth herein. Lessee agrees to notify Lessor if listed boat information is incorrect prior to implementation of this agreement. Payments of the rental fee on or before April 1, 2015 will be considered as acceptance of the offer to renew and the agreement. Failure to pay the rental fee, in full and failure to return an original signed copy of this agreement, by April 1st, 2015 will result in cancellation of this agreement **without further notice**. Please review the terms of this agreement, sign and return with your payment. Patterson Harbor reserves the right to apply a late fee of \$100.00 and administrative fees to any agreement they renew which is not paid in full with an original signed copy of this agreement on file by April 1st, 2015.
2. Occupancy of the dry storage space may not be transferred, sold, subleased or loaned to another person.
3. The boat listed in this agreement is to be placed in the dry storage spot or courtesy dock at the risk of the Lessee. Lessor will not be responsible for damage to or theft of property or possessions. Be cautious about leaving valuables unattended. This agreement to rent a dry storage spot does not create or establish a bailment. Lessee shall be responsible for providing liability insurance and insurance on any personal property of Lessee, including, but not limited to, the boat, the PWC(s), the trailer(s), its contents, equipment, motors, fishing equipment or any other personal property of Lessee located in, on or around the customer's boat or left on Patterson Harbor premises and/or common areas. Please provide Lessee insurance information below.

Insurance Company Name: _____

Policy No.: _____ **Expiration Date:** _____

4. The space you have been assigned is the only space you may use. The boat referred to on your storage agreement is the only one that is to be stored in the space without written approval from Patterson Harbor. Patterson Harbor reserves the right to move boats around within like priced or upgraded buildings without prior notification of the Lessee.
5. Ground area or walls around the boat and trailer may not be used for storage of any kind.
6. Boats will not be launched or loaded before 8:00 AM. If Lessee wishes to have their watercraft launched prior to 8:00 AM, arrangements must be made to have it launched the evening before (requested prior to 7:00 PM). Load/Launch requests must be made by 7:00 PM such that service can be performed prior to 8:00 PM

that same day. Launch /Load requests not made by 7:00 PM or watercrafts not present at the courtesy dock or loading ramp by 8:00 PM will be serviced the next day. One (1) launch and load request will be performed by Lessor's personnel per week free of charge. Load/Launch requests not used during a particular week may not be banked for later use. Additional load or launch requests will be charged at \$10.00 per occurrence. Launch/Load services are provided daily during the peak season in accordance with the explanation above from May 1st – September 15th of each year. Off season Launch/Load services (April 1st – April 30th and September 16th – September 30th) will operate from 9:00 AM – 4:00 PM Monday – Friday and 8:00 AM – 5:00 PM Saturday and Sunday. Launch/Load services or property handling requests will not be facilitated before April 1st and will be completed for \$10.00 per occurrence after September 30th of each year. Launch/Load or boat handling requests on or after October 1st, will only be made by appointment. Certain launch/load limitations may apply following September 30th due to limited personnel.

7. Lessee shall provide one hour notice for all loading/launching or boat removal requests. This notice is also extends to boat removal requests for servicing by third party vendors. During certain busy periods loading/launching or boat removal requests may take longer than one hour. Please allow appropriate time when possible to assure your boat request is fulfilled prior to your arrival or immediately upon your departure.
8. Lessee agrees to place all Bimini tops to a folded and laid down position prior to requesting boat be loaded and placed into the dry storage building. Any items protruding from the boat (i.e. trolling motors, fishing poll holders, fishing polls, etc...) should be brought into the boat to avoid any form of contact during loading and launching of Lessee's watercraft. Lessor will not be responsible for any open Bimini tops, boat covers or other items protruding from the boat which are damaged during loading or launching process.
9. During inclement weather, the safety of Lessor's employees takes first priority. Lessor is not responsible for boats or damage incurred to boats not loaded during inclement weather and safeguards should be taken by Lessee to ensure safety of their boat and passengers during inclement weather. During inclement weather Lessee is solely responsible for docking and securement of boat at designated slip locations provided by Lessor.
10. Lessor holds Lessee liable for the actions of your family and guests while on Patterson Harbor property. Vandalism, theft or abuse of the law will be prosecuted and may result in immediate termination of this agreement.
11. No boat repairs, major or minor, which may result in the discharge of hazardous waste, may be performed in the boat storage area or on the water. Any repair involving the removal of hazardous waste must be conducted off Patterson Harbor premises to prevent hazardous waste from being introduced to the water or surrounding areas. Lessor reserves the right to charge Lessee fees associated with any cleanup which may result from the introduction of hazardous waste by the Lessee or Lessee's watercraft.
12. Tires, battery, hitch, trailer jack and winch shall be maintained in good condition. **Hitch and winch shall have safety chain or cable in good condition and capable of holding boat/trailer in the event of failure of hitch or winch.** In the event that any of these should fail or need repair, the Lessor shall be entitled to do the repairs or replacement at the boat owner's expense. Lessor will make reasonable efforts to contact the Lessee prior to making repairs. Lessor assumes no responsibility for the dangerous conditions, its attendant results, or for failure to notify of such condition. Upon reporting a damaged hitch or winch, Lessee's boat will not be loaded or launched until damaged hitch and/or winch is repaired. Lessee shall not be responsible for winches or hitches that snap, break or fail during the loading/launching process and subsequent damage to Lessee's boat or trailer.
13. Necessary battery pack jumps will be completed at \$15.00 per occurrence and will be billed to customer account at the marina. Boats requiring the battery or batteries be charged will be billed a \$25.00 per occurrence fee. Boats requiring routine battery charges will require battery replacement at the expense of the Lessee. If Lessee's boat will not start following a battery charge or due to problems separate of the battery, Lessee will be contacted and required to schedule maintenance on said boat. Lessee may request staff assistance in getting their boat started, but Lessor may bill employee time at a rate of \$50.00 per employee service hour.

14. Lessee acknowledges that he/she has inspected the demised premises herein and is satisfied that the premises are adequate for safe storage of Lessee's property. Lessor, or his agents or employees, reserves the right to go upon the property stored therein whenever Lessor deems it necessary to preserve person or property, for the safety or for maintenance of the storage facility, but Lessor assumes no responsibility for tending to any property stored in said facility. Lessor will make reasonable efforts to contact the Lessee and notify Lessee of dangerous conditions requiring Lessee's attention. Lessor assumes no responsibility for the dangerous conditions, its attendant results, or for failure to notify of such condition.
15. Lessor shall not be liable either jointly or severally for damage to person or property of the Lessee, his employees, licensees, or invites, while the same are within the geographical limits of the storage facility or courtesy slips that is occasioned by fire, explosions, theft, collision, acts of God, or any other cause (here-in referred to as a "hazardous event"). Lessor has made a diligent effort to secure said premises from theft or damage to the stored property but it shall be the responsibility of the Lessee to insure, at his own expense, the property stored on the premises against said losses (See Rule #3). Lessor understands industry appropriate fees may be billed for the rescue and/or securement of Lessor's boat, whether on land or water, following a hazardous event. Lessor is advised to research if their insurance covers the salvage of their property following a hazardous event or Lessor agrees to be personally responsible for fees associated with such a salvage/recovery operation. Lessor has the right to restrict access to and the rescue of Lessee's boat or personal property following a hazardous event. Lessee agrees to remain off Lessor's property following a hazardous event to allow Lessor the opportunity to assess the degree of hazard, damage and dangers associated with a hazardous event of this nature. Lessee will remain off Lessor's property until Lessor has granted Lessee access following the occasion of a hazardous event. In the event of a natural disaster, hazardous event or low water and Patterson Harbor's ramps, buildings or courtesy docks are inaccessible, there will be no refunds or credits to your annual Dry Storage fees.
16. Lessee agrees to use designated Dry Storage slips for boat mooring. Lessee agrees to park in designated dry storage slips only. Some adjustments may be required during periods of low water. If a dry storage dock in your designated area is full, Lessee is welcome to use another dry storage courtesy slip which may be open. Dry storage courtesy slips are not reserved and are available on a first come-first serve basis. Please check with the Marina prior to arrival for information on your boat location. These courtesy docks are the only docks permitted for dry storage mooring and under no circumstances will the Lessee be permitted to use a reserved covered slip or daily mooring slips unless directed by Lessor's management team.
17. Lessee acknowledges that he/she has inspected the condition of permitted dry storage courtesy slips prior to parking boat. Additionally, Lessee agrees to check all boat tie downs, whether boat is secured by Lessor's employees or Lessee, to ensure boat is secure and safe prior to leaving boat. Lessor is not responsible for damages or scratches incurred while boat is parked in designated dry storage courtesy slips.
18. Lessee's failure to make any payment when due (including marina, service or bar tabs) or to comply with the rules/regulations set forth herein shall be a breach of this agreement and Lessor shall be entitled to terminate this agreement and require the immediate removal of personal property from this premises and store the same at Lessee's expense. Lessee shall further be responsible for any attorney fees which lessor may incur in the enforcement of the provisions of this agreement.
19. Lessor shall not be responsible for winterization of customer's boats or any damage that which may result from a failure to have boat winterized.
20. The cove where Patterson Harbor is located is a **NO WAKE ZONE** starting at the inlet near the campground point (3 No Wake buoys). Failure to follow this rule is grounds for termination of this lease and immediate removal from dry storage with no refund of lease money paid. No speed limit is posted as each boat has unique features that influence the boat's ability to create a wake. The rule is simple, **NO WAKE**. This rule applies to the Lessee and/or any other party navigating the Lessee's boat or PWC.
21. Use of water or electricity may not be contiguous and is based on the understanding that no boater will abuse the use of these utilities.
22. Inhabiting your boat while it is in dry storage is prohibited.

- 23. Lessor is to be notified immediately if Lessee’s boat is put up for sale, Lessee agrees that no “For Sale” or “For Rent” signs will be displayed on the boat while said described boat is parked in Lessor’s storage or at Lessor’s docks, nor will Lessee identify Marina’s name, address or telephone number in any advertisements Lessee may arrange for in connection with the sale of the boat described. The dry storage stall upon sale of the boat without Lessor’s written permission cannot be sold, subleased or transferred with the boat (See Rule #2)
- 24. Lessee shall indemnify JN Company, Inc. Patterson Harbor and the demised premises against all cost, liability, or expense arising out of any claims by reason of use or misuse of the demised premises (dry storage, parking area, or common facilities) by Lessee and shall indemnify JN Company, Inc. d.b.a. Patterson Harbor against any penalty, damage, or charge incurred or imposed by reason of any violation of law by Lessee.

Dated this ____ day of _____, 2015

Printed Name of Lessee/Lessees

Signature of Lessee/Lessees

Street or P.O. Box City, State & Zip Code

Yes, email me a copy. / No, but thank you. (Please Circle One)

Email Address

Would you like to receive an endorsed copy of the agreement via email?

Year, Make, Length of Boat: _____

JN Company Inc. d.b.a. Patterson Harbor By: _____ Date: _____

Justin J. Clark - Vice President

PLEASE RETURN ORIGINAL SIGNED COPY WITH PAYMENT TO AVOID UNNECESSARY PENALTIES.

Have you had a change in your contact information, please email those changes to marina@pattersonharbor.com or contact us at 308-799-4600?