



Four Winds Marina, Inc.

16501 Stringfellow Road, Bokeelia, Florida 33922 • 239/283-0250 • 800/523-9223 • FAX 239/283-3233
www.fourwindsmarina.com

BOAT STORAGE AGREEMENT

Start Date: _____ 12 Mos.
 1-11 Mos.

Slip Type: _____ # _____

* Boat Lifts
Require
Addendum

Owner's Name: _____

Authorized Users: _____

Address: _____

City/State/Zip: _____

E-mail Address: _____

Address 2: _____

Driver's License No.: _____

Insurance Policy No.: _____

City/State/Zip: _____

Parking Permit Nos.: _____

Account No.: _____

Length Overall: _____

Boat Make/Model: _____

X rate per ft. \$: _____

= Subtotal \$: _____

Registration No.: _____

High Profile: _____

Year of Boat: _____

Beam Footage: _____

LOA: _____ Beam: _____

Trailer: _____

Boat Name: _____

Env. Fee: _____

Engine Make/Model: _____

Sub-Total: _____

Trailer Make/Model: _____

Florida Sales Tax: _____

Trailer License: _____

Monthly Total: _____

Initials: _____

BOAT STORAGE AGREEMENT

1) All rentals, fees and taxes are payable monthly with a payment to be made in advance and no later than the 15th day of the month covered by such payment. The above rental rate is subject to change upon thirty (30) days written notice to Owner.

2) Any purchase of goods or services at Marina Ship's Store shall be made by cash at the time of purchase or by charge account established at Marina which account is due and payable on or before the 15th of the month following the charge. Past due accounts will be charged 1 1/2 % per month and house charge privileges will be revoked.

3) IF THE RENT, PURCHASES, OR OTHER FEES INCURRED BY OWNER OR FOR WHICH OWNER IS RESPONSIBLE ARE NOT PAID BY OWNER, SUCH UNPAID AMOUNTS SHALL CONSTITUTE A LIEN AGAINST THE ABOVE MENTIONED BOAT. SAID LIEN SHALL BE ENFORCEABLE EITHER IN A COURT OF LAW, OR THE LIEN SHALL SUBJECT THE VESSEL TO NON-JUDICIAL SALE PURSUANT TO THE PROVISIONS OF §328.17, FLA. STAT.(2006). IN ADDITION TO ALL AMOUNTS OWED TO THE MARINA BY OWNER FOR CHARGES MADE BY OWNER TO MARINA, OWNER SHALL PAY ANY AND ALL COSTS, INCLUDING ATTORNEY'S FEES, COLLECTION AGENCY'S FEES AND COURT COSTS, INCURRED BY THE MARINA IN COLLECTING ANY PAST DUE CHARGES, ENFORCING ITS LIEN IN A COURT OF LAW OR IN EFFECTING THE SALE OF THE VESSEL PURSUANT TO THE PROVISIONS OF §328.17, FLA. STAT.(2006). DURING SUCH TIME AS OWNER HAS AN UNPAID ACCOUNT WITH MARINA, EITHER FOR A RENTAL FEE OR ANY OTHER CHARGE, OWNER AGREES THAT OWNER'S BOAT MAY NOT BE REMOVED FROM MARINA BY EITHER OWNER OR AN AGENT OF THE OWNER, AND MARINA MAY TAKE SUCH ACTION AS NECESSARY TO PREVENT THE REMOVAL OF SAID BOAT. OWNER FURTHER AGREES THAT IF PAYMENT FOR STORAGE FEES ARE MORE THAN THIRTY (30) DAYS PAST DUE, THE MARINA MAY REMOVE THE BOAT FROM THE RACK OR WET SLIP TO AN ALTERNATE LOCATION AT THE MARINA OR OTHERWISE AND RELET THE WET SLIP OR RACK, FOR AS LONG AS OWNER'S ACCOUNT REMAINS UNPAID. OWNER WILL BE RESPONSIBLE FOR ALL CHARGES ASSOCIATED WITH RELOCATING THE BOAT WITHIN THE MARINA OR OTHERWISE. ALL UNPAID FEES AND COSTS SHALL BEAR INTEREST AT THE RATE OF 1½% MONTHLY. _____ (Initials)

4) Except as hereafter limited, Marina will be responsible only for damage of the above mentioned boat caused by employees or agents of Marina during the performance of their duties in placing said boat in the leased space or removing said boat from said space. Marina is not responsible for removal or replacement of drain plugs, for damage to Owner's boat due to a drain plug being left out, nor to trim-tabs, transducers, thru-hull fittings, ladders, platforms, tops, antennas, offset trolling motors, and other accessories or equipment protruding beyond the normal hull conformation. Owner understands that Marina is not obligated to insure against any loss occurring to said boat or to any personal property or accessories thereon.

5) Owner agrees that no repair or maintenance work will be done to the boat while it is in Marina's storage, except such repair and maintenance as is performed by Marina agents or employees who have been specifically directed by Owner to perform such services. Transferring of fuel from containers within the Marina is strictly prohibited.

6) Either Marina or Owner may cancel this contract by furnishing thirty (30) days written notice to the other party. Notification must be made to Marina office. The Customer will be responsible for storage charges until proper notification has been received.

7) Marina is to be notified immediately if Owner's boat is put up for sale. Owner agrees that no "for sale" or "for rent" signs will be displayed on the boat while it is in Marina's storage, nor will Owner identify Marina's name, address or telephone number in any advertisements Owner may arrange for in connection with the sale or rental of the above boat.

BOAT STORAGE AGREEMENT

8) All boats moored or stored at the Marina must have property damage and liability insurance.

9) THE OWNER HEREBY RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE MARINA FOR ANY AND ALL LIABILITY TO PERSONAL INJURY, LOSS OF LIFE AND PROPERTY DAMAGE ARISING OUT OF THE ORDINARY NEGLIGENCE OF THE MARINA OR ITS EMPLOYEES AND AGENTS IN CONNECTION WITH (1) THE MARINA'S PREMISES OR THE USE OF STORAGE SPACE; (2) IN CONNECTION WITH THE OWNER'S BOAT, MOTOR OR ACCESSORIES WHILE IT IS ON THE PREMISES; AND (3) FOR LOSS OR DAMAGE TO THE OWNER'S BOAT, MOTOR, ACCESSORIES OR CONTENTS DUE TO FIRE, THEFT, VANDALISM, COLLISION, MARINA EQUIPMENT FAILURE, WINDSTORM, RAIN, HURRICANE, OR OTHER CASUALTY LOSS. _____ (Initials)

10) **Notice to Vessel Owner:** The Marina hereby informs you that in the event you fail to remove your vessel from the Marina within 24 hours after the issuance of a tropical storm or hurricane watch for the west coast of Florida, under Florida law, the Marina or its employees or agents are authorized to remove your vessel, if reasonable, from its slip or take any and all reasonable actions deemed appropriate by the Marina or its employees or agents in order to better secure your vessel and to protect marina property, private property, and the environment. You are further notified that you may be charged a reasonable fee for any such action. Nothing in this paragraph or agreement, however, shall be constructed as imposing any duty, obligation or responsibility upon Marina to take ANY action with regard to the above-referenced vessel in response to a tropical storm or hurricane watch or warning for the west coast of Florida. It is the owner's sole responsibility to properly secure their vessel in response to a tropical storm or hurricane watch or warning.

11) Owner shall not, without first obtaining the written consent of Marina, assign, convey, transfer, mortgage, pledge, or encumber this agreement or the premises and fixtures it controls, in whole or in part, or sublet the premises or any part thereof. Marina's consent may be withheld for any reason. This covenant shall be binding on the legal representatives, successors, and heirs of Owner.

I understand the terms of this contract

BY OWNER (AUTHORIZED SIGNATURE)	BY MARINA'S OFFICER/AGENT (AUTHORIZED SIGNATURE)
X _____	X _____
DATE	DATE

PLEASE SIGN AND RETURN TO FOUR WINDS MARINA TO ACTIVATE ACCOUNT.