

2026/27 WINTER STORAGE LEASE AND SERVICE CONTRACT, SEAGER MARINE, INC.

21 Parrish St. Canandaigua, NY 14424

Phone 585-394-1372 fax 585-919-3715

SEAGER MARINE, INC. ("Seager") hereby leases to the customer and the customer leases from Seager certain space to be assigned by Seager which shall be solely for the storage of customer's boat, hereinafter described, for the term beginning September 1, 2026, and ending on June 30, 2027, upon the following terms and conditions:

1. Any granting of storage space hereunder is with the distinct understanding, and the applicant hereby agrees that Seager Marine, Inc. assumes no responsibility for the safety of the vessel stored during the dates above. Seager will not be liable for fire, theft, or damage to said vessel, its equipment, or any property in or on said vessel, unless due to Seager gross negligence. The applicant further agrees that the dry land space rental of any vessel hereunder shall be at his/her own risk.
2. Boat owners must remove all items from boat prior to storage. This includes, but is not limited to, boat lines, lifejackets, watersport boards, fenders, paperwork/documents, etc. Seager will not be responsible for any items left in the boat at the time of storage. If items are on the boat at the time of storage, it will be assumed the owner is aware of their presence and understands the implied risk of leaving such items on the boat including damage, theft, or other loss due to mildew, fire, etc.
3. Boat owners must maintain adequate insurance on their vessel during the winter storage period. Minimum liability insurance for full replacement value of the vessel, while the boat is transported and stored at Seager, must be provided by the owner. Seager will not be responsible for injuries (including death) or property damage resulting from the use of marina facilities, unless due to Seager gross negligence.
4. Boats, motors, trailers and equipment of any kind, or articles placed in storage for repair or otherwise in possession of Seager are not insured by Seager. All personal accessory articles and/or equipment of value should be removed from the boat before the storage procedure is started. Seager Marine agrees to use precaution to prevent the loss or damage of boat accessories, but we are not responsible for loss or damage as may arise from fire, flood, windstorm, malicious mischief, or any other conditions beyond our control, including damage caused by animals.
5. All winter storage fees are due in full to Seager at the time the vessel is placed into storage unless you are a slip customer and are on a payment program. Charges may be placed on the customer's credit card which must be on file with Seager when the reservation is made for storage, or the customer can make other arrangements for payment. Regardless, payment is due on the date Seager takes possession of the boat for storage.
6. If the customer fails to pay storage due hereunder or fails to remove the boat as required hereunder the terms hereof, the customer shall be liable for all storage fees due and additional costs and expenses incurred by the reason of the customers default, and further, will pay to Seager reasonable attorney's fees incurred by reason of the customer's default. Units are subject to additional charges for storage beyond the contracted time period stated below.
7. No boats will be launched while any monies are due under this agreement, or any other outstanding balances due Seager.
8. This contract is valid only with the current owner and becomes void upon change of ownership.
9. Spring boat launching will be done by appointment only. These will be taken on a first come/first serve basis and at least two weeks' notice is needed to ensure we can meet your desired launch date. Spring Delivery dates are subject to sufficient water levels.
10. Any boat that does not comply with DEC regulations will not be launched.
11. Seager will not be responsible for any shrink wrap related damage (i.e., wind, ice, abrasion, etc.) or any damage caused by mold or mildew. We cannot control the moisture content in the boat but will make every effort to prevent this from happening.
12. This contract covers rental of storage space only. Any work other than routine cleaning and preparation, or work by outside vendors must be authorized by Seager. Additional fees may apply for workspace.
13. All winterization, summerization and any other services are billed separately from the per-foot storage fee. Storage covers the rental of space only. Services are quoted and charged as separate line items, and spring services such as commissioning and launching are billed when they are booked.
14. All units must be and remain fully insured and current policy information provided to the lessor. Any boat left at Seager may be deemed "abandoned" on our property. The non-contract storage charges are \$20.00 per day for "abandoned" boats, plus all costs associated with the legal and physical removal of the boat from the premises. Boats left after June 30th will be charged a summer storage rate of \$500 for the summer season. Boat trailers left on the premises during the summer will incur a \$150 summer storage fee.

Please call for an appointment to schedule and discuss charges for storage, winterizing, and any additional services to render. **DO NOT DROP OFF YOUR BOAT WITHOUT PRIOR ARRANGEMENT.**

I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD, AND AGREE TO THE TERMS AND CONDITIONS OUTLINED ABOVE:

Storage Customer Signature: _____

Date: _____