



Gibbs Marine

118 Petten Street, Rochester, NY 14612

2020 Lease Agreement

Office Voice or Text: (585) 227-1579 Email: Sales@GibbsMarine.com

Vessel Owner (hereafter "Lessee") _____

Street Address _____

City, State, Zip _____ Date of Birth _____

Slip # _____

Mobile/Home/Work # _____ M / H / W # _____ Email _____

Spouse / Emergency Contact Name _____ M / H / W # _____ Email _____

Access Card #'s I have and want active for 2020: _____

Vessels I agree to identify all Vessels or Trailers before they enter the Marina lands or waters or they may be removed at my expense.

1: NY # _____ Make _____ Year _____ Length Overall _____ Width _____ Name _____

Vessel 1 is stored on: its own trailer (), or blocking that I: rent () or own () which is a cradle () or _____ boat stands ()

2: NY # _____ Make _____ Year _____ Length Overall _____ Width _____ Name _____

Vessel 2 is stored on: its own trailer (), or blocking that I: rent () or own () which is a cradle () or _____ boat stands ()

Trailers All stored trailers must be listed and have the Owner's name or boat NY # in 3" letters if it does not have a license plate.

1: Plate # _____ Make _____ Year _____ Length _____ for boat with NY # _____

2: Plate # _____ Make _____ Year _____ Length _____ for boat with NY # _____

Are you storing Trailers at Gibbs Marine and paying the \$150.00 storage fee? Trailer 1 - Yes / No Trailer 2 - Yes / No

Personal Property Lessee acknowledges that the Lease term is **November 1, 2019 – October 31, 2020** and that if he/she does not renew this Lease or remove their personal property before lease expiration, they forfeit any ownership rights to items not removed by Lease expiration.

Fees Are based on the vessel's overall length, measured from the farthest fixed item on the bow to the farthest fixed item on the stern.

Slips on River 1-70, & 170 – (\$2,160 or 30' Minimum) or Boat Length Overall _____ ft x \$72.00 = _____

Slips off River 71-169, 171-200 – (\$1,800 or 25' Minimum) or Boat Length Overall _____ ft x \$72.00 = _____

Trailer Storage for boat(s) in slips **Circle: Yes / No** If Yes, \$150.00 each = _____

Fee for slips with land that could accommodate a deck or shed **Circle: Yes / No** If Yes, \$300.00 = _____

Lease of a marina owned shed (with awning add \$100) **Circle: Yes / No** If Yes, \$200.00 = _____

Discount - (for Slips: 70-73, 95-98, 120-125, 154-169, 171-210) If Yes, (\$200.00) = _____

LOA of additional Watercraft in slip area Length Overall _____ ft x \$30.00 = _____

Security Deposit for metered electric costs and to ensure removal of your property at lease end \$100.00 = _____

Total due **Total** = _____

Minimum 50% Payment due by 10/31/19 (or Total less \$50.00 if paid in full by 10/31/19) = _____

Balance due April 1, 2020 = _____

PAYMENT METHOD () Check- [Drop off, Send US Mail] () EFT - [online, we send you a link] () Cash - [Pay in person]

I (We) certify that the printed matter on both front and back of this agreement has been read and the terms and conditions set forth herein are fully understood. I (We) acknowledge receipt of a copy of this agreement, and that this is a Lease only and the relationship of a Landlord/Tenant is not created by this agreement.

Vessel Owner & Lessee _____

Dated _____

Marina Acceptance _____

Dated _____

1. Gibbs Marine Group, Inc (hereinafter referred to as "Marina") shall retain the right to assign dock slips. Marina shall try to assign Lessee the dock slip of his/her choice; however, the rights of the other Lessees and the Marina's business judgment shall also determine the assignment of dock slips. Assignment of Owner to another slip shall not be grounds for termination of this Lease and Lessee agrees to cooperate if the Marina requires relocation. Lessee represents that he/she owns the Vessel and Trailers on the front of the Lease and will keep his/her contact information up to date with the Marina.
2. PAYMENT – Lessees agrees to pay all fees when due and not to occupy the slip until full payment is made to Marina. Lessees agrees to pay Marina's invoices upon receipt. A service fee of \$10 per month plus interest at the rate of 2% per month will be assessed on accounts 30 days past invoice date for any fees or charges due the Marina. Lessee agrees to pay additional charges if the Lessee's vessel's length over all is larger than reported on the front of this Lease. No refunds will be issued for unused slip time.
3. USE - Lessee agrees not to bring or enable a Vessel or Trailer other than those identified on the front of this Agreement into the Marina, including visiting friends, family, or guests, without obtaining written permission of Marina in advance and paying any additional charges. If slip is to be unoccupied for more than 24 hours, the Marina reserves the right to occupy the slip for transient boats or for its own use. Unlisted or unidentifiable items may be removed and stored at the Marina's posted rates plus a \$150 fee. Parties of 12 or more persons are not permitted at the Marina.
4. SAFETY - Lessee shall use the Marina for reasonable and typical recreational boating activities and keep the dock area clear of all gear, carpeting, tackle and obstructions for safety reasons. Lessees agrees to secure his/her vessel(s) adequately to prevent damage to other boats, docks, or pilings. Lessee agrees to notify marina of any hazards, safety concerns or injuries within 24 hours of occurrence or discovery via E-mail or U.S Mail.
5. "ADJACENT LAND – Use and storage restrictions" are provided on a separate page that the Lessee agrees to read, sign, return with this Lease, and observe.
6. ELECTRIC & WATER – Marina does not guarantee that electric or water service shall be continuous and the Marina shall not be responsible for any interruptions. The Lessee agrees to pay for its usage at \$0.15 per KWH based on the installed meters. Any transient use of unoccupied slips by Marina will be recorded and credited against any billing to the Lessee. Lessee may only connect to electrical system at the 30amp and 20amp receptacles provided. Additional feeds may be provided by Marina for a fee. The \$100 security deposit is required and bills may be issued 1-3 times a year.
7. FIRE SAFETY – Tiki Torches, fires, anything burning, combustibles, fireworks, or any other hazardous equipment are prohibited at the marina. For fire safety and environmental protection, the filling of vessel tanks from portable containers will not be permitted anywhere at the Marina. Propane heaters require advance written approval.
8. WASTE - Lessee agrees not to let its pet's waste, sewage, fuel, oil, trash, or fish waste enter the water or marina lands. Marina shall not permit Lessees to store trash, recyclables, or receptacles outside their vessel or shed. Only items generated by typical boating activities may be disposed of in the marina's dumpsters, all personal property brought onto the marina must be disposed of elsewhere.
9. CONDUCT - Lessee is responsible for the conduct and compliance of laws, Lease conditions, or other posted Marina rules for his/her self, children, guests, and pets brought on to the property. Anyone producing excessive noise, or any noise after 10pm, or with poor conduct may be banned by the Marina immediately either temporarily or permanently at the Marina's discretion.
10. PETS - Pets must always be restrained and supervised when not in a vehicle or vessel. Pets with aggressive behavior, or noise disturbing other Lessees will be banned.
11. SEVERABILITY – if any portion of this lease shall be held to be invalid or unenforceable for any reason the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would be become valid and enforceable, then such provision shall be deemed written, construed and enforced as so limited.
12. INSURANCE – Lessee agrees to carry casualty and liability insurance on his/her boat, trailer, and equipment sufficient to protect against such losses as described in INDEMNITY. Lessee warrants he/she has a policy in force and agrees to furnish Marina a Certificate upon request naming Gibbs Marine Group, Inc. as an additional insured.
13. ACCESS – Electronic access cards are issued for the Marina facilities with a \$25 deposit per card from the Lessee, which will be refunded upon their return if within 10 days of Lease Expiration. Lessee agrees to notify Marina immediately if they are lost or stolen. Access to Marina will expire at end of Lessee's paid time.
14. FUELING – Lessee may operate the marina's fuel dispensers to purchase fuel. By doing so Lessee agrees to follow the printed instructions on the fuel dock building and accepts liability for any credit card chargebacks or fuel spills attributed to his/her access or use. Lessee agrees to notify the Marina immediately of any spills or safety concerns.
15. DEFAULT – The occurrence of any of the following shall constitute a default under this lease: 1) the failure to make a required payment under this Lease when due whether or not the slip is occupied; 2) failure to observe any of the terms and conditions of this lease; 3) the violation of the regulations of any other provision or requirement that is not corrected within 5 days' notice of the violation; 4) the failure of Lessee to pay any other amounts due marina within 30 days of written notice the amount is due.
16. RIGHTS ON DEFAULT OR TERMINATION OR EXPIRATION – The Marina may suspend Lessee's access to Marina. If the Lessee fails to remove his/her property prior to Lease Expiration or after five (5) days notice of default or termination, the Marina may remove the Lessee's property by any means including, but not limited to, hauling the boat, taking possession of the leased space, charging the Lessee the costs of removal including labor, disposal, hauling, blocking and dry storage at its current rates. The remainder of the Lease payments shall be due and payable and retained by Marina as liquidated damages. Marina shall hold the Lessee responsible for the costs of collection (including attorney's fees and legal costs), repair and related costs. Marina may re-lease the Slip to mitigate liquidated damages, but shall not be obligated to do so, except as required by law. Marina shall not be required to release vessels, trailers, or personal property to Lessees until all Lease costs, costs of collection, and all other amounts due to Marina have been paid.
17. LEINS - Marina shall have statutory maritime liens (state and federal) upon the boat, motor and attached equipment to secure any and all services and materials supplied to Lessees by Marina during the term of this Agreement. Lessees shall not remove his/her vessel, trailer, or personal property from the rented space until all charges secured by the liens are fully paid. Lessee agrees to reimburse Marina for reasonable attorney fees and costs relating to a suit, garageman's liens, or other collection efforts by Marina against Lessee to collect any amounts due under this Agreement or any amounts due and secured by these liens.
18. INDEMNITY - Lessee agrees to indemnify and hold harmless Marina, its agents and employees, from any and all expenses, costs incurred, responsibility and or liability for injury (including death), loss or damage to Lessee's persons or property in connection with Marina's facilities, except through gross negligence by Marina. This release and discharge shall cover, without limitation, any loss, damages, or delay in service resulting from Marina's employees launching, docking or hauling Lessee's property, vandalism, theft, fire, or natural events such as: hail, high/low water, wind, collision, ice, rain, acts of god, floating debris, or any event beyond marina's control.
19. EMERGENCY - In an emergency situation, Marina shall be permitted to move Lessee's unattended boat to a safer location if possible; however, Marina shall not be required to provide this service. In the event such service is provided, Lessee will be billed at Marina's prevailing rates for the service rendered posted in the marina office and Lessee shall be required to pay all costs incurred by Marina on Lessee's behalf. Lessee shall indemnify and hold Marina safe and harmless from any and all liability, injury, loss or damage caused by or resulting to Lessee's boat due to an emergency situation.
20. SINKING – In the event Lessee's boat shall, for any reason, sink while berthed in a slip, at dockside or while otherwise occupying marina waters used by customers of Marina, Marina may, if Lessee cannot be contacted immediately and if said sunken boat constitutes an environmental liability, safety hazard, or navigation hazard to other boaters, take immediate steps to raise and remove and/or repair said boat at Lessee's expense. Boat will be held by Marina until all costs are fully paid by Lessee.
21. This Lease constitutes the entire agreement between the parties. No modification or amendment of this Lease shall be effective unless in writing and signed by both parties. This lease replaces all prior agreements between the parties. This lease shall be governed by the laws of the State of New York.
22. WAIVER - The failure of either party to enforce any provision of this Lease shall not be construed as a limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.
23. OUTSIDE SERVICEMEN - may enter Marina with advance permission, proof of insurances will be required and other fees may apply.
24. TRANSFERS - Lessee may not sell, transfer, sublet, assign, or permit the use of his/her assigned dock space by anyone other than the Lessee. Lessee agrees to immediately notify Marina if he/she sells their vessel. Lessee may replace a vessel or trailer with another that they own after providing the Marina proof of ownership and paying a \$50 fee per item. No credits or refunds will be issued for unused lease time.

