

WINTER STORAGE & SERVICE AGREEMENT TERMS AND CONDITIONS

SEASON 2026 - 2027

Version 2026.1 · Effective August 2026

www.LansingHarbor.com/winter-terms

These Terms and Conditions, together with the intake form, service selections, and pricing on the preceding pages (collectively, the **"Agreement"**), govern the winter storage and related services provided by **Marina One Management, Inc. d/b/a Lansing Harbor**. By signing, the Customer agrees to all of the following.

1. DEFINITIONS

- 1.1 **"Marina"** or **"Lansing Harbor"** means Marina One Management, Inc. d/b/a Lansing Harbor, and its owners, employees, and agents.
- 1.2 **"Customer"** means the registered owner of the Boat and the person signing this Agreement.
- 1.3 **"Customer's Representatives"** means the Customer's guests, family, agents, invitees, and any contractor or other person the Customer permits to board the Boat or enter the Storage Area.
- 1.4 **"Boat"** means the vessel described on the intake page, together with its trailer, cradle, stands, engines, gear, and all personal property in or on it or stored with it.
- 1.5 **"Storage Area"** means the Marina and its storage locations, including the Portland Point and Duthie facilities, whether indoor or outdoor.
- 1.6 **"Storage Space"** means the specific space within the Storage Area assigned to the Boat, selected by the Marina in its sole discretion.
- 1.7 **"Storage Term"** means the period beginning on the date the Boat is hauled out and ending on the earlier of April 15, 2027 or the date the Boat is launched or removed under Section 8.
- 1.8 **"Claims"** means any and all liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees), causes of action, demands, suits, and proceedings.

2. STORAGE

- 2.1 Subject to this Agreement, the Marina will allow the Customer to store the Boat in the Storage Space for the Storage Term. The Marina assigns and may reassign the Storage Space in its sole discretion.

- 2.2 Documentation required.** No Boat will be hauled until the Customer delivers, to the Marina's satisfaction: (a) a current certificate of registration for the Boat; (b) a current certificate of insurance meeting Section 6; and (c) if the Customer is not the registered owner, an agency or lease agreement establishing the Customer's authority. The Customer must deliver renewals as they occur during the Storage Term.
- 2.3 Bottom debris removal.** Every Boat that was not stored on a lift or on land during the season must have its bottom steam washed to remove debris before it is placed in winter storage. This service is performed by the Marina and is included in the storage rate for Storage Only Customers; Slip & Storage Customers are billed at the posted per-foot rate.

3. HAUL-OUT, WINTERIZING, AND SERVICES

- 3.1 Scheduling.** Haul-out weeks are limited and assigned first-come, first-served only after this Agreement is signed and paid in full. The Customer must schedule a haul-out week in the office. The final haul-out week for all Boats is the week of October 26, 2026. Before haul-out the Customer shall prepare the Boat by pumping out the holding tank, setting fenders and dock lines, removing canvas, sails, and boom, and providing a working key or combination.
- 3.2 Winterizing (select one on the intake page).** The Customer elects that either (a) the Customer will winterize the Boat; (b) the Marina will winterize the Boat per the Customer's instructions and prepare it for storage; or (c) the Marina and the Customer will each perform part of the preparation as noted. The Marina is responsible only for the specific services it is engaged to perform.
- 3.3 Shrink wrap.** Shrink wrap is provided by the Marina or a contractor at additional cost. Lansing Harbor shrink-wraps only and does not tarp Boats. If shrink wrap is damaged during the Storage Term, the Customer shall promptly notify the Marina, which may (but need not) arrange repairs at the Customer's expense. The Marina is not liable for damage caused by the installation, use, removal, or failure of shrink wrap.
- 3.4 Customer-supplied covers.** If the Customer uses its own cover or tarp, the Marina is not responsible for its maintenance. If the cover threatens or causes damage to the Boat or any other property, the Marina may remove or secure it, and the Customer shall pay for staff time at the Marina's posted labor rate plus any resulting repair or replacement costs.
- 3.5 Stands and blocking.** The Customer shall not move, adjust, or tamper with stands, cradles, or blocking, and shall not attach anything to them (including ropes, ladders, tarps, or chains). The Marina does not store Boats on wooden cradles; steel cradles may be purchased, and placement is at the Marina's discretion.
- 3.6 Toxic substances.** The Customer is responsible for removing any toxic or hazardous substances from the bilge or engine before launch.
- 3.7 Estimates and approvals.** An estimate is not a guaranteed final price. Major work will be approved by the Customer before it is performed, and any added service will change both the estimated completion date and the final price. A 50% deposit is required for any service order or parts order over \$250. Winterization work orders are completed before other service orders.

- 3.8 Batteries.** Engine batteries will be disconnected and left in the Boat unless pre-arrangements are made with the service department. Remaining battery life is not guaranteed, and the Marina will not replace batteries whose charging life expires during the Storage Term.
- 3.9 Winterization-only customers.** If the Customer engages the Marina for winterization or other services without winter storage, the Customer shall retrieve the Boat within one (1) week after the Marina notifies the Customer that the work is complete. A fee of \$250 per week applies after that period, and any Boat remaining on Marina property after November 30, 2026 is subject to the full winter storage contract rate and to all terms of this Agreement.

4. USE OF THE STORAGE AREA

- 4.1 Access.** Access hours are 9:00 a.m.–4:00 p.m. Monday–Friday and 10:00 a.m.–2:00 p.m. Saturday, and are subject to change in the Marina's discretion. There is no access on Sunday or outside posted hours, and no access to cold indoor storage. Access is limited to the Customer and the Customer's Representatives. Living aboard the Boat during the Storage Term is prohibited.
- 4.2 No supervision or security.** This Agreement provides Storage Space only. **The Marina does not watch, guard, supervise, or secure the Boat, the Storage Area, or the movement of any person or vessel. The Customer stores the Boat and uses the Marina's facilities entirely at the Customer's own risk.**
- 4.3 Customer's Representatives and contractors.** The Customer is responsible for the Customer's Representatives and their compliance with this Agreement. Outside contractors must have the Marina's prior written approval to enter the Storage Area, must schedule work on approved days, and must provide a certificate of insurance before starting. The Marina may restrict or remove any person for any reasonable cause.
- 4.4 Work by or for the Customer.** The Customer shall obtain the Marina's prior written approval before painting, scraping, or repairing the Boat or its gear anywhere at the Marina. The area around the Boat must be kept clean and clear.
- 4.5 Refuse, materials, and advertising.** The Customer shall not leave refuse, store vehicles, debris, or other materials, or build any structure in the Storage Area, and shall remove all dock belongings for the Storage Term. The Customer shall not advertise or solicit at the Marina without prior written approval.
- 4.6 Conduct.** The Customer and the Customer's Representatives shall not engage in illegal conduct, harassment, threatening or abusive behavior (including yelling or profanity), or any conduct that endangers safety, injures any person, damages property, or harms the Marina's reputation.
- 4.7 Fire, hazardous equipment, and firearms.** No campfires, torches, open flames, or other hazardous equipment are permitted. The lawful possession and carry of firearms on Marina property, in accordance with applicable law, is permitted. No person may discharge a firearm or handle any weapon in a careless, threatening, or unlawful manner on Marina property.
- 4.8 Moving the Boat.** The Marina may move the Boat at any time and for any reason, and will use reasonable care in doing so. The Customer shall provide keys sufficient to allow the Marina to move the Boat in an emergency or when access is needed. Boats may be transported by water or by road to cold indoor storage.

- 4.9 Assignment and sale.** The Customer shall not assign this Agreement or transfer the Storage Space without the Marina's prior written approval. If the Customer sells the Boat, the Customer shall immediately notify the Marina in writing and provide a signed Agreement from the new owner. No refund is due if the Boat is removed early for any reason.

5. FEES AND PAYMENT

- 5.1 Payment.** All storage and service fees are due at the time haul-out is scheduled, and the haul-out date is not reserved until payment is received in full. The Marina may assess a 10% surcharge on winter contracts received after October 15, 2026.
- 5.2 Other invoices.** The Marina will invoice other amounts as they arise, due net five (5) days from the invoice date. All service work, parts, and fees must be paid in full before the Boat is launched or removed.
- 5.3 Late charges.** Any amount not paid when due accrues a late charge at the rate of 16% per year, or the highest rate then permitted by law if lower, from the due date until paid. Unpaid amounts are a debt due on demand and, if no demand is made, upon termination or expiration of this Agreement.
- 5.4 Liquidated charges.** The parties agree the following are a reasonable estimate of the Marina's costs and are not penalties: (a) a \$500 fee if the Boat is not ready during its scheduled haul-out week or the haul-out is rescheduled by the Customer; (b) a \$185 charge to tow the Boat to the hoist or ramp if no key is present at haul-out or the Boat fails to start; (c) if the Customer is not summer-slipping at the Marina, a \$50 per day charge for each day the Boat is not picked up beyond 24 hours after launch; and (d) summer land storage at \$55/ft (April 15–October 15) for unlaunched Boats, beginning June 15, 2027 and pro-rated back to April 15, 2027.

6. INSURANCE

- 6.1 Coverage.** The Customer shall maintain, at its own expense and with insurers acceptable to the Marina, marine hull and protection-and-indemnity insurance on the Boat with a combined limit of at least \$500,000 per occurrence, for the entire Storage Term. The policy shall name Lansing Harbor as an additional insured, be primary and non-contributory, and include a waiver of subrogation in favor of the Marina. The Customer shall provide proof of coverage at signing, at renewal, and before launch.
- 6.2 Lapse.** The Marina may charge an additional 15% of the storage charge for each 30-day period during which the Customer's insurance has lapsed for more than 30 days.

7. RELEASE, LIMITATION OF LIABILITY, AND INDEMNITY

- 7.1 Release.** To the fullest extent permitted by law, the Customer releases and discharges the Marina from any and all Claims for loss, theft, damage, fire, storm, ice damage, or injury (including death) to the Boat, to any person, or to any property of the Customer or the Customer's Representatives, arising out of or relating to this Agreement or the storage, haul-out, launch, movement, or servicing of the Boat, **INCLUDING CLAIMS ARISING FROM THE MARINA'S OWN NEGLIGENCE.** This release does not apply to loss or injury caused by the Marina's gross negligence or willful misconduct.

- 7.2 Limitation of liability.** If the Marina is nonetheless found liable, **its total liability for any and all Claims shall not exceed the lesser of the reasonable cost to repair the Boat or \$5,000**, and in no event shall the Marina be liable for indirect, incidental, consequential, special, or punitive damages, or for loss of use.
- 7.3 Indemnity.** The Customer shall defend, indemnify, and hold harmless the Marina from and against all Claims — including for bodily injury (including death) and property damage — arising out of or relating to the Boat or the acts or omissions of the Customer or the Customer's Representatives, except to the extent caused by the Marina's gross negligence or willful misconduct.

8. LAUNCH, TERM, AND TERMINATION

- 8.1 Launch.** Unless terminated earlier, the Boat will be launched on launch dates set by the Marina, comprising a two-day window beginning no earlier than April 15, 2027. The Marina may reschedule launch dates in its discretion without notice and is not liable for any resulting loss, and the Customer may not launch on any other date. Spring launch is not included in winter storage. The Marina is not responsible for damage occurring during launch.
- 8.2 Conditions to launch.** The Boat will not be launched until the Customer has (a) paid all outstanding amounts in full; (b) provided proof of current insurance of at least \$500,000 and current registration; and (c) if the Customer will moor at the Marina for the summer, executed a Summer Mooring Agreement.
- 8.3 Holdover.** If the Customer does not meet the conditions in Section 8.2 or otherwise fails to launch on the launch dates, this Agreement continues month-to-month, with fees continuing to accrue, until all amounts are paid and the Boat is removed. If the Customer is summer-slipping, the Boat must be picked up within 24 hours of launch.
- 8.4 Termination by the Marina without cause.** The Marina may terminate on ten (10) days' written notice by mail or email, without liability.
- 8.5 Termination by the Marina for cause.** The Marina may terminate on ten (10) days' written notice for any breach of this Agreement, and immediately for illegal, threatening, abusive, or dangerous conduct by the Customer or the Customer's Representatives.
- 8.6 Termination by the Customer.** The Customer may terminate on ten (10) days' written notice. **No fees or other amounts will be refunded.**
- 8.7 Removal on termination.** On any early termination, the Customer shall remove the Boat from the Marina by 5:00 p.m. on the effective date. If the Customer does not, the Customer is liable for all continued storage and moving costs (including labor, equipment, and transport), and the Marina may move the Boat at the Customer's expense. All such amounts are a debt due on demand and are secured by the Marina's lien under Section 9.

9. LIEN AND ABANDONMENT

- 9.1 Lien.** The Marina has a lien on the Boat and all personal property in or on it for all unpaid fees, charges, repair costs, and other amounts due under this Agreement, under New York Lien Law § 184 and otherwise at law.

- 9.2 Enforcement.** The Marina may enforce its lien, including by sale of the Boat, in accordance with the New York Lien Law. The Customer waives, to the extent permitted by law, any claim arising from a sale conducted substantially in accordance with the Lien Law.
- 9.3 Abandonment.** A Boat left at the Marina more than thirty (30) days after the end of the Storage Term or after termination, with amounts unpaid, is deemed abandoned. The Marina may then enforce its lien and dispose of the Boat under the Lien Law, in addition to charging accruing storage and moving costs.

10. GENERAL PROVISIONS

- 10.1 Relationship.** This Agreement is for Storage Space and related services only and creates no employment, agency, partnership, joint venture, or bailment relationship except as expressly stated.
- 10.2 Notices.** Notices must be in writing and sent to the contact information on the intake page.
- 10.3 Force majeure.** Neither party is liable for any delay or failure to perform caused by events beyond its reasonable control, including natural disasters, war, terrorism, government action, strikes, and labor disturbances, provided it gives written notice within five (5) days of the event.
- 10.4 No waiver.** No failure or delay in exercising any right under this Agreement operates as a waiver, and no partial exercise precludes any further exercise. A waiver is effective only if in writing and signed by the party granting it.
- 10.5 Severability.** If any provision is held invalid or unenforceable, it will be modified to the least extent necessary to make it enforceable, or if it cannot be, severed, and the remainder of this Agreement remains in full force. Sections 3, 4.6, 5, 6, 7, 9, and 10 survive termination or expiration.
- 10.6 Entire agreement.** This Agreement is the entire agreement between the parties regarding storage of the Boat and supersedes all prior agreements and understandings. It may be amended only by a writing signed by both parties.
- 10.7 Governing law; venue; jury waiver; fees.** This Agreement is governed by New York law and applicable federal law. The parties consent to exclusive jurisdiction and venue in the state and federal courts located in Tompkins County, New York, and **WAIVE TRIAL BY JURY**. In any action to enforce this Agreement, the prevailing party is entitled to recover its reasonable attorneys' fees and costs.

HOW THESE TERMS APPLY

These Terms and Conditions are incorporated into and form part of the **Winter Storage & Service Agreement**. By signing that Agreement, the Customer acknowledges having received, read, and agreed to these Terms and Conditions, including the **Release, Limitation of Liability, and Indemnity in Section 7**, the **insurance requirements in Section 6**, and the **jury waiver in Section 10.7**. **No separate signature is required on this document.**