

B & B INVESTMENT PROPERTIES LLC aka RIVER BEND MARINA

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OFF SITE STORAGE & TRANSPORT CONTRACT TERMS AND CONDITIONS

Revised 8/17/2015

Lessee agrees to store and or have transported the boat described as listed in the form titled; OFF SITE STORAGE & TRANSPORT CONTRACT submitted via the website of www.riverbendmarina.com subject to the following terms and conditions listed in this agreement. This agreement is printed and published on the above mentioned website. This must be printed by the Lessee at any time and will remain on the website until this agreement expires on April 30th of the proceeding year.

By submitting and checking the box labeled "I have read and agree to the terms and conditions" with the adjacent column stating "OFF SITE STORAGE & TRANSPORT CONTRACT". Lessee agrees to the terms and conditions stated in this agreement.

This agreement covers winter storage for the period of October 1st to April 30th or hauling one way or both ways of described vessel. This agreement for off site storage, transporting, and services made by and between B&B Investment Properties LLC aka River Bend Marina herein referred to as lessor and the customer herein referred to as lessee. The storage, transporting and services prices will be billed for at the special pricing rate and will be honored as payment in full providing the balance owing is paid in full within 14 days of the invoice date. If payment is not received within 14 days of the bill date a new bill will be generated for the prices on the regular price sheet. This balance must be paid in full within 14 days. If payment is not received within 14 days of the second billing at regular pricing a 1.5% or 50.00 fee, whichever is greater will be added monthly until the balance is paid in full.

The agreement for "OFF SITE STORAGE & TRANSPORT CONTRACT" is not binding until the boat is physically loaded on Lessors trailer.

I HAVE READ THE CONDITIONS AND REGULATIONS GOVERNING STORAGE AND AGREE TO ALL TERMS AND CONDITIONS. I ACKNOWLEDGE I MAY PRINT AN EXACT COPY OF THIS AGREEMENT WHICH IS PUBLISHED ON THE WEBSITE.

Lessee further agrees to the additional "conditions," the "regulations governing storage," and the "Environmental Protection Rules" Listed below.

CONDITIONS

Off site storage begins October 1st and ends April 30th. Any off site stored boat not launched by June 30th will waive launching and automatically renew as summer storage for the full off site storage charge agreement which ends September 30th. On October 1st, winter storage contract will renew for the full off site storage charge agreement at current pricing.

1. LESSEE IS RESPONSIBLE FOR ALL ACCESSORIES AND EQUIPMENT BEFORE PLACING BOAT IN STORAGE OR TRANSPORT. IF NECESSARY. OUTSIDE STORAGE WINTER COVERS TO BE SUPPLIED AND INSTALLED BY LESSEE WHO SHALL ASSUME SOLE RESPONSIBILITY FOR DAMAGE AND/OR THEFT INVOLVING SAME.

2. Lessee agrees that scheduling of haulouts will be made by appointment only. The Lessee or his agent is responsible for having the boat to the hoist or point of extraction at the scheduled haulout time.

3. Lessor does not assume any responsibility or liability to the Lessee for any loss or damage to said boat or any other personal property or contents thereof placed with Lessor for transporting, testing or any other purpose whatsoever or brought on the premises, or stored at Lessee's off site location by or for the benefit of Lessee, or his invitees or licensees caused by Act of God, explosion, fire, water, wind, theft, malicious mischief, civil commotion, collision or upset, that the Lessor does not assume any responsibility or liability for any personal injuries to Lessee, members of his family, or invitees or licensees of the Lessee while on the Lessee's premises, and that the Lessee shall hold the Lessor harmless from any and all liability arising from loss, injury, or damage to persons or property or property asserted by a third party and arising from the negligence or fault of the Lessee.

4. Lessee agrees that Lessor shall have a possessory and/or maritime lien on transported stored items known as the "**Michigan Marina and Boatyard Storage Lien Act**" and that the said Lessor shall have the right to refuse to launch any boat or deliver any item or refuse to permit them to be removed from the premises until all of the terms and conditions of this agreement have been fulfilled.

5. Lessor reserves the right to measure all boats. Length of boat for purposes of storage will be the centerline length of boat plus any appenditures thereto [i.e. swim platform, outdrives and bow pulpits]. Beam will be widest measurement of boat.

6. Lessor is not responsible for boat cradles. All shoring equipment is the property of Lessor unless otherwise stated.

7. Lessor is not responsible for the integrity of the base for which the boat will be stored. This is the full responsibility of the Lessee.

8. LESSEE AGREES TO KEEP THE ABOVE DESIGNATED BOAT FULLY COVERED BY INSURANCE. PROOF THEREOF SHALL BE FURNISHED THE LESSOR ON DEMAND AND ALL OBLIGATIONS OF THE LESSOR TO INSURE THE SAID BOAT IS HEREBY WAIVED BY THE LESSEE.

9. In the event that the Lessee or any of his invitees or licensees shall fail to comply with and perform any of the conditions or agreements herein undertaken by him, or shall fail to observe the general rules and regulations, the Lessor shall have the right to cancel this contract immediately and forthwith terminate all of the privileges granted herein the Lessee. Waiver of a violation of any of the terms and provisions of this contract shall not be construed as a waiver of any subsequent violation or violations.

10. Lessee agrees to reimburse Lessor for reasonable attorney fees and costs relating to a suit or other collection efforts by Lessor against Lessee to collect any amounts due under this Contract or any amounts due and secured by the liens described in paragraph five [5] of the Contract.

11. In the event of emergency affecting the boat or property, the Lessor, in its sole discretion, reserves the right to move the boat provided that Lessor shall not be required to provide this service. In the event such service is provided, Lessee will be billed at Lessor's prevailing rates for the service rendered, posted in the Lessor's office and Lessee shall be required to pay all costs incurred by Lessor on Lessee's behalf. Lessee shall indemnify and hold Lessor safe and harmless from any and all liability, injury, loss or damage caused by or resulting to Lessee's boat due to any emergency situation.

12. Lessee agrees not to hold Lessor liable for any loss caused by any delay in launching, storage, transporting, off site storage, or commissioning caused by weather or any other event beyond the control of Lessor. Off site storage is the sole responsibility of the Lessee. It is the lessee's responsibility to check the stability of the ground and to verify shoring equipment is functioning properly on a regular basis. Off site storage includes transporting, shoring, and launching no later than June 30th.

13. It is mutually understood and agreed that all terms and provisions contained in this Contract are severable and that in the event any of them shall be held to be invalid by any competent Court, this Contract shall be interpreted as if such invalid term or provision or covenant were not contained in this Contract.

14. This Contract and any rights granted herein to the Lessee shall not be assigned or transferred without the written consent of the Lessor. No refunds will be issued.

The following "Regulations Governing OFF SITE STORAGE AND TRANSPORTING " are fully incorporated herein.

REGULATIONS GOVERNING OFF SITE STORAGE AND TRANSPORTING

1. Batteries must be removed or disconnected from all boats prior to storage.
2. Draining of the boat plumbing and engine, prior to winter storage is the Lessee's responsibility.

ENVIRONMENTAL PROTECTION RULES

Work must be done in a safe manner, in compliance with all applicable laws and regulations, to provide for the safety of property and the safety of contractor personnel, Marina personnel, and the general public. Work sites must be kept clean and orderly. Work, which could create a hazard to people or property, must be appropriately delineated to prevent injury or property damage. Use of any unsafe equipment is against Marina policy. All accidents must be reported to the Marina management.

Work must be done in an environmentally safe and clean manner, including:

1. In compliance with all applicable laws and regulations, to provide for the protection of the environment from damage or pollution caused by any work done.
2. No waste shall be disposed of on any land or wetlands or waters,.
3. Spills hazardous to the environment, on any property, of any type must be reported immediately. Full cost of cleanup, removal and/or environmental damage is the responsibility of the Lessee.
4. All chemicals which might provide a hazard to the general public, or the environment, through use, spillage, or improper disposal are not allowed. Provisions of the Hazard Communication Standard must be followed.
5. I agree to the terms of these **ENVIRONMENTAL PROTECTION RULES** and will adhere to them .