Millway Marina
Barnstable Harbor

Winter Storage Agreement
September 15 - May 15

*** NO STORAGE WITHOUT SIGNED, DATED AND RETURNED STORAGE AGREEMENT ***

BOAT OWNER _____ PHONE_____

ADDRESS _____ EMAIL _____

BOAT MAKE & LOA _____ ENGINE & HP _____

1. The storage charge on the enclosed invoice does not include charges for hauling, launching, winterizing, maintaining, repairing the boat subject to this Agreement, or any other services.

2. Standard lay-up and winterizing procedure will be performed on all boats. This work will be billed at standard Company rates unless prior arrangements are made.

3. Additional charges will be made for the storage of the property beyond the period specified in this Agreement, but there will be no refund or reduction in fees for any lesser period.

4. Owner understands that the Company does not carry any insurance on the stored property and agrees that neither the Company, nor its officers, agents or employees will be held responsible or liable for any damage or loss to or of any of the property or gear covered by this Storage Agreement while it is on the premises of the Company or in transit to or from storage and that the Owner will obtain his or her own insurance coverage for the stored property while it is on the Company's premises or in transit.

5. The Owner agrees to pay all storage charges specified in this Storage Agreement and attached invoice, understands and agrees that the stored boat may not be removed from the storage area unless and until all storage, repair, and other charges are paid in full. In the event the boat is sold during the term of this Storage Agreement, the Owner who executed this Storage Agreement will be responsible for all charges specified under this Agreement, and the stored boat may only be delivered from the premises of the Company to a new owner upon the payment in full of any such charges.

6. After the initial term, this Agreement will be automatically renewed each year for a one-year storage period unless the Company or the Owner elects not to renew this Agreement. The Owner shall complete and sign a new storage agreement if customer contact or boat information change. The Company will invoice the Owner for the current storage period. The Owner will not be invoiced for storage periods during which their boat is not stored with the Company.

7. This Agreement constitutes the entire and only agreement between the parties regarding the Company's storage policy and supersedes any and all prior agreements or understandings, written or oral, between the parties in respect of the subject matter of this Agreement. Any representation, promise or condition in connection with such subject matter not spelled out in this Agreement will not be binding upon the Company.

I hereby agree to each of the terms specified above and agree that I, the boat described in this Agreement and the owner of the boat, if I am acting as his or her agent, will be subject to all of the terms and provisions of this Storage Agreement.

IN WITNESS WHEREOF, I have signed this Agreement as of the date set forth below.

Boat Owner or Agent: _____ Date: _____

Millway Marina, Inc.

By: Jack Hill
Jack Hill, President