

FIVE STAR BOAT CENTER ^(SM)

2024 Boat Slip Rental/Storage Agreement

For: Slip Rental _____ Boat Storage _____ (check one or both)

Name: _____ Day phone: _____

Address: _____

City: _____ State: _____ Zip: _____

E-Mail: _____

Boat Year: _____ Make: _____ Model: _____

This is an agreement between Customer and Five Star Boat Center 410 Kings Road, Fox Lake IL 60020

Marina Rules and Regulations:

1. Please inquire before attaching any item to pier, deck, seawall, waterline, or area in front of the slip.
2. Deck and/or area in front of slip to be kept in order.
3. Carpet on decks to be rolled up and stored after use.
4. No plants.
5. Canopies are to be rented from marina.
6. Dock boxes are to be rented/purchased from FSBC and only available on deck slips.
7. Tents for overnight stay must be approved in advance by harbor office.
8. Grass slips-no permanent grills, dock boxes, or anything stored in front of boat slip.
9. No parking on any grass area of the marina.
10. "For Sale" signs not allowed on boat, or property.
11. This lease is not assignable by customer but may be assigned by FSBC.
12. Marina opens for season on May 1st and closes for season on October 15th. Boats placed in the water prior to May 1st are at Boat Owner's own risk. Marina services including, but not limited to, power, water, facilities may not be available prior to May 1st. Boats left in water, per Boat Owner's request which has not been scheduled with FSBC, may be subject to a late pull out charge.
13. FSBC is not responsible for any item left at the marina during the winter months.
14. Any system winterized by the customer is to be clearly labeled "winterized" and dated.
15. Jet skis are not allowed to be kept in the water.
16. Dogs must be leashed. Be courteous to other boaters and pick up after your pet.
17. One Secura-Key provided for marina bathrooms. Additional cards are \$25
18. Engine winterizing (marine propulsion systems) by FSBC is required for boats stored on the property.
19. Slip lease/Agreement does not give lessor any rights, or fitness of use, or specific purpose.
20. All personal items should be removed prior to winter storage.
21. Boat sales are through FSBC. We do not allow other brokerage companies or dealers to sell boats on our property.
22. Any "fencing" customer erects on canopy is strictly at their own risk.
23. Customer agrees a temporary slip may be provided if we need to perform repairs or updates to seawall, deck or piers.
24. No Parking on fuel dock.
25. *Lowe self-installed cabanas must have fabric material in new or like new condition. If you have a Lowe cabana FSBC will, at our discretion, approve it to be installed.
26. All furniture and deck accessories must be shades of brown. For example, brown, tan, putty, wicker.

Outside Vendor Policy

Vendors are not allowed to work on the property unless specifically approved by FSBC. ALL BILLING is completed through FSBC. This includes the initial estimate and subsequent billing through FSBC.

No refunds, pro-rating or crediting account on any payment made or deposit received for any reason. Storage and slip deposits are not refundable or available as credit toward services.

Standard Release of Liability:

Boat owner and guests agree to hold harmless Patrick Enterprises Incorporated, DBA Five Star Boat Center hereinafter referred to as "FSBC" from any personal injury or property damage claim resulting from occupation and use of the marina and its facilities. I agree to pay interest until paid in full, all collection costs, late charges and attorneys costs for accounts 90 days past due. I agree to hold harmless Patrick Enterprises Incorporated, DBA Five Star Boat Center, for loss or damage to boat, motor, trailer, contents, electronics, power train, or an act of god or terror. In the event boat is left on the property with no arrangements with harbor office, storage charges apply at the rate of \$100.00 per foot per summer and winter season cycles. This agreement will remain and preside as long as boat is stored at Five Star Boat Center, wet or dry, on the property, regardless of indicated year above which is the beginning year of this agreement. Boat Owners agrees to maintain insurance coverage at all times.

Prohibited by our insurance company:

- Fueling boats from portable cans.
- Portable can storage anywhere on the property.
- TV antennas, flag poles, satellite dishes.
- Swimming in the harbor.
- Modifications to marina power, water service, piers, and decks.
- Acid cleaning and/or power washing by customer.
- Night torches and fireworks. Fire pits must be approved by FSBC.

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- **WORK AUTHORIZATION** Customer hereby authorizes repair work to be done as described in the Work Order, or subsequent Work or Change Orders, with the towing, storage, maintenance and necessary materials and labor to customer's boat be charged at regular prices. Customer's boat may be moved by FSBC for purposes of testing, inspection, pickup, or delivery at Customer's sole risk.
- Customer agrees that FSBC will not be held responsible for loss or damage to the boat or articles left in or on the boat in case of fire, theft, accidents or other causes beyond FSBC's reasonable control, and releases FSBC for "care, custody, and control" after being notified boat is ready for pickup. Customer further warrants that the boat is insured. All claims for damage must be registered with FSBC at the time of re-delivery or are waived. Acceptance of re-delivery of customer's boat without claim or objection at that time should be considered an acknowledgement that there is no damage or claim.
- **FINANCIAL POLICY** All invoices, including insurance claims, MUST be paid in full before the boat leaves the FSBC yard or at the completion of the work. There will be no exceptions. If, by prior arrangement an invoice is mailed, it is due upon receipt and becomes past due 10 days after the date of invoice. Interest will accrue from the date of the original billing, at 3.5% per month, for an annual interest charge of 24% per annum. An express possessory lien is granted on Customer's boat, pursuant to IDNR regulations, to secure the amount of all sums due hereunder. If FSBC is forced to take action for collection of any outstanding balance, Customer agrees to pay for all collection and/or attorney costs and fees. FSBC accepts cash, checks, American Express, Discover and Visa or MasterCard. Sales tax will be charged at prevailing rates.
- **DISCLAIMER OF WARRANTIES** Engines are warrantied against freeze damage ONLY if summarized by FSBC and an issue is found. Boat engines / systems summarized by the customer will not be warrantied for any freeze damage.
- **STORAGE CHARGES AND ABANDONED PROPERTY** Boats left on the premises more than 14 days after written or verbal notification from FSBC that work is completed on the boat will be charged a \$24 per day storage fee. Parts, equipment, and other customer belongings that are not removed from the premises within 30 days of the invoice date will be considered abandoned, valueless to the Customer, and may be discarded. Any item left in front of slip after boat is removed from slip will either be charged a storage fee, or removed and discarded.
- Hull cleaning is required at extra cost for all boats stored on the property. We do not allow customers to hull clean, powerwash, winterize engines, or run engines on land. Hull cleaning will automatically be performed at the time of haul out and invoiced to your account at posted rates. Any winterizing done by customer in water or out of water is at customers risk. Some systems may be disconnected during winterizing, and summarizing will be required at additional cost. Boat systems or engines that don't run will be winterized as best as possible with no warranties against freeze damage. Trailers for boats stored on the property MUST have current plates. Trailers must be safe for the road, as all inside cold storage boats are taken to an offsite storage location. We will inspect trailers and advise of necessary repairs in order to be made road worthy.
- **LABOR RATES** Engine mechanics and other service/repair \$145 per hour.

I, "Boat owner" have attached a copy of current boat insurance declaration page to FSBC upon signing this Agreement. If I have pre paid for boat storage in order to receive a 10% discount on a slip and storage, I understand that no funds will be refunded in the event of not using FSBC to store my boat. This contract does not provide for any refund whatsoever.

Boat Owner:

Date:

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