

Brenner75 Marine – License Agreement

NO. _____

Pier 75 Marina

Email address

Lessee

NAME	STREET	CITY	STATE	ZIP
HOME PHONE	WORK PHONE	CELL PHONE		

Type of Storage

RACK	SUMMER OUTSIDE	ANNUAL	SEASONAL	MONTHLY
WINTER INSIDE – UNHEATED	WINTER OUTSIDE	INITIAL TERM	THRU	
Requested Haul Out Date for Winter Storage -				

Property Being Stored -Boat

Location	BOAT MAKE	LENGTH	BEAM	WEIGHT	HEIGHT
BOAT NAME		DRIVE UNIT/HP	REGISTRATION #	PRICE	
ALTERNATE USER ONE		PHONE	ALTERNATE USER TWO		PHONE

Trailer, Docks, Other

LOCATION	TRAILER BRAND	REGISTRATION #
DESCRIPTION		
		OTHER STORAGE PRICE

Payment Info

Total Storage	Tax	Grand Total	Deposit	Bal Due
Sellers Initials and Comments				

Signature of Lessee X _____

Date _____

Terms of Payment

A 25% deposit will be required to reserve storage. Unless other arrangements have been agreed to in writing and in advance, payment is due in full at start of contract period. All late payments for this agreement or any future billable item will be subject to interest fees of 1 ½% per month, (18% per year).

GENERAL TERMS AND CONDITIONS OF LICENSE AGREEMENT

This License Agreement (“**Agreement**”) is made by and between Brenner75 Marine, LLC (“**Marina**”) and the undersigned Owner (“**Owner**”). Owner acknowledges and agrees that the sole relationship between the parties is that of licensor and licensee and Marina is merely granting a license to Owner to use, during posted business hours, Marina’s facilities and services, subject to the terms of this Agreement, the Rules and Regulations Handout and any Marina Rules posted at the Marina as both are now in effect and as subsequently amended from time to time by Marina. Owner hereby knowingly and voluntarily relieves Marina from liability as a warehouseman, liveryman, bailee or landlord and further acknowledges and agrees that Marina (a) does not accept Owner’s property for bailed storage, (b) shall not be held liable for absolute safekeeping of said property, and (c) is not responsible therefore as a warehouseman or bailee.

ITEMS 1 THROUGH 11 ARE PRINTED ON THE BACK OF THIS PAGE.**I HAVE RECIEVED A COPY OF THE GENERAL TERMS AND CONDITIONS _____**

BY SIGNING THIS AGREEMENT, OWNER ACKNOWLEDGES READING AND UNDERSTANDING BOTH SIDES OF THIS AGREEMENT, INSPECTION OF THE MARINA RULES POSTED AT THE MARINA OFFICE, INSPECTION OF POLLUTION PREVENTION PRACTICES, AND OWNER AGREES TO ABIDE BY THE SAME AND TO INSIST THAT ALL GUESTS DO THE SAME.

Effective 5-1-09

1. This Agreement shall be for the term described on the front side of this Agreement (“**Initial Term**”), provided, however, if the initial term expires and any boat or property of Owner continues to be located on the grounds of Marina, this Agreement will automatically be extended on a similar basis at the then prevailing rates until such boat or property is removed or Owner executes a new license agreement. **At its sole discretion, Marina may move the boat to different type storage than that specified in the Initial Term.**
2. In the event Owner fails to timely pay the fees due to Marina, Marina shall have, in addition to all remedies provided by law including, but not limited to, Ohio Revised Code §§4585.31 through 4585.34, and without waiving any such remedies, the following remedies:
 - a. Marina shall have a lien against the property of Owner described herein including its contents and any appurtenances, for any unpaid fees due under this Agreement, or for any damages to the property of Marina caused or contributed to by Owner.
 - b. Owner hereby grants Marina the right and privilege to take and exercise possession over and detain Owner’s property, which is not exempted by law from seizure or other legal process, by barring entry and access to Marina grounds or facilities and/or the property of Owner until full payment of all fees are received by Marina.
 - c. Owner further expressly grants Marina the right, in the case of violation of this Agreement, default in payment of fees or if the property of Owner remains on Marina grounds more than forty-five (45) days after fees are due, to conclusively presume that the Owner’s property has been abandoned and Marina is hereby authorized to take possession of said property for arrears of fees, for default or by reasons of said abandonment, without being deemed guilty of any manner of trespassing or conversion and without prejudice to any other remedy. Owner shall pay to Marina all costs, expenses, and reasonable attorney’s fees incurred by Marina in defending or exercising any remedy provided for herein.
3. Owner agrees that any termination by him/her of this Agreement shall not be effective until the end of the license period in which the notice of termination is given, and Owner is responsible for the payment of any fees and/or charges to the end of the particular license period in which such notice is given. Notice of termination must be in writing and received by Marina at least 30 days prior to the end of the current term.
4. In the event Owner or his/her guests or invitees perform any act or engage in any conduct deemed by Marina to be detrimental to Marina or its business; or in breach of this Agreement, the Rules and Regulations Handout or the Marina Rules, Marina reserves the right to terminate, without recourse, this Agreement upon fifteen (15) days written notice to Owner. Upon any such termination, no refund shall be made to Owner.
5. Risk of loss or damage to property of Owner including, but not limited to, boats, trailers, motors, accessories or personal possessions from theft, fire, wind, water or and other cause whatsoever is that of Owner’s except for losses or damage caused by the deliberate or intentional acts of Marina, its agents or employees. Marina shall not be liable for any damage or loss to property of Owner caused by fire or other insurable hazards, regardless of the nature of cause of the fire or other said hazards, and Owner for himself and for his insurer does hereby expressly release Marina from all liability for such damage or loss. In signing this Agreement, Owner hereby expressly waives with respect to Marina, its agents and employees, all rights and claims of rights of Owner’s insurer in subrogation for damages or loss to this property, as provided for herein. **FOR OWNER’S PROTECTION, ALL PROPERTY LOCATED ON THE GROUNDS OF MARINA MUST BE FULLY INSURED BY OWNER.**
6. Owner hereby expressly waives with respect to Marina, its agents and employees, all rights and claims that Owner might have for personal injury or loss resulting from any cause whatsoever on Marina grounds, except for any such injury or damage caused by the deliberate or intentional acts of Marina, its agents or employees. By bringing onto the grounds of Marina, guests, invitees, family members or other persons, Owner hereby assumes the risk of personal injury or damage to such persons from whatever cause whatsoever except those caused by the deliberate or intentional acts of Marina, its agents or employees. Owner agrees to hold harmless and indemnify Marina, its agents and employees for or with respect to any claims for damages sustained by such person on Marina grounds as provided herein.
7. Owner agrees that should the above described property of Owner be offered for sale during the period of this Agreement, Marina shall have a brokerage listing of the property of Owner and, at Owner request, will make the listing available to other brokers with the understanding that if the property of Owner is sold, Marina will participate in the brokerage fee to the extent that is customary in the trade and the same will be due and payable on delivery of the property of Owner. No “For Sale” signs are allowed to be placed on the property of Owner while it is on Marina grounds, unless the same is listed for brokerage with Marina.
8. Owner agrees that while Owner’s property is on the grounds of Marina, no personal or business entity (“**Contractor**”) will be hired or permitted to perform services for or labor on said property or to make any installation of machinery or equipment thereon unless, Owner has requested and Marina, at its sole discretion, has granted written permission to perform the services for or labor on said property and the Contractor to perform such service or labor: (a) secures and maintains insurance coverage of the type and not less than the amount maintained by Marina, including hazard insurance coverage, public liability for bodily injury and for property damage and worker’s compensation insurance, all of which name Marina, its employee and agents as additional insured parties, (b) provides Marina, prior to any work, a M.S.D.S for any chemical it intends or actually brings onto Marina grounds, and (c) assumes full responsibility for any damage, loss or injury Contractor, its agents or employees may cause, including, but not limited to, environmental, personal or property. Additionally, Contractor shall register at the Marina office prior to commencing any work and Contractor shall perform the approved work or service only during the normal posted business hours of Marina.
9. Property owner shall not transfer, assign, sublease or make storage available for use by any property other than the property assigned to the storage (rack, docks, or other) by Marina. Property owners must immediately notify Marina of any change in the ownership of any property docked or stored at Marina.
10. Boat owner shall furnish to Marina a set of keys for his/her boat and to his/her property stored on the grounds of Marina. Marina shall have the right to move the boat or property to any location within the marina. Storage locations will be at the discretion of Marina. Please note, electric and water hookups are not available at all storage locations on the grounds of Marina.
11. No fireworks or firearms are allowed on the grounds of the Marina. Violators will be subject to prosecution

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Pier 75 Marina

Lessee

NAME		

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Date _____

Customer Copy of Terms

Terms of Payment

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 - b. Owner hereby grants Marina the right and privilege to take and exercise possession over and detain Owner’s property, which is not exempted by law from seizure or other legal process, by barring entry and access to Marina grounds or facilities and/or the property of Owner until full payment of all fees are received by Marina.
 - c. Owner further expressly grants Marina the right, in the case of violation of this Agreement, default in payment of fees or if the property of Owner remains on Marina grounds more than forty-five (45) days after fees are due, to conclusively presume that the Owner’s property has been abandoned and Marina is hereby authorized to take possession of said property for arrears of fees, for default or by reasons of said abandonment, without being deemed guilty of any manner of trespassing or conversion and without prejudice to any other remedy. Owner shall pay to Marina all costs, expenses, and reasonable attorney’s fees incurred by Marina in defending or exercising any remedy provided for herein.
3. Owner agrees that any termination by him/her of this Agreement shall not be effective until the end of the license period in which the notice of termination is given, and Owner is responsible for the payment of any fees and/or charges to the end of the particular license period in which such notice is given. Notice of termination must be in writing and received by Marina at least 30 days prior to the end of the current term.
4. In the event Owner or his/her guests or invitees perform any act or engage in any conduct deemed by Marina to be detrimental to Marina or its business; or in breach of this Agreement, the Rules and Regulations Handout or the Marina Rules, Marina reserves the right to terminate, without recourse, this Agreement upon fifteen (15) days written notice to Owner. Upon any such termination, no refund shall be made to Owner.
5. Risk of loss or damage to property of Owner including, but not limited to, boats, trailers, motors, accessories or personal possessions from theft, fire, wind, water or and other cause whatsoever is that of Owner’s except for losses or damage caused by the deliberate or intentional acts of Marina, its agents or employees. Marina shall not be liable for any damage or loss to property of Owner caused by fire or other insurable hazards, regardless of the nature of cause of the fire or other said hazards, and Owner for himself and for his insurer does hereby expressly release Marina from all liability for such damage or loss. In signing this Agreement, Owner hereby expressly waives with respect to Marina, its agents and employees, all rights and claims of rights of Owner’s insurer in subrogation for damages or loss to this property, as provided for herein. **FOR OWNER’S PROTECTION, ALL PROPERTY LOCATED ON THE GROUNDS OF MARINA MUST BE FULLY INSURED BY OWNER.**
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7. Owner agrees that should the above described property of Owner be offered for sale during the period of this Agreement, Marina shall have a brokerage listing of the property of Owner and, at Owner request, will make the listing available to other brokers with the understanding that if the property of Owner is sold, Marina will participate in the brokerage fee to the extent that is customary in the trade and the same will be due and payable on delivery of the property of Owner. No “For Sale” signs are allowed to be placed on the property of Owner while it is on Marina grounds, unless the same is listed for brokerage with Marina.
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