

RULES AND REGULATIONS FOR OUTSIDE LAND WINTER STORAGE

1. The OWNER reserves the right to lease or refuse to lease to any person at OWNER'S discretion.
 2. CUSTOMER shall not assign, transfer or permit the use of assigned space to any other party without written consent of the OWNER.
 3. BOATER agrees that only reasonable and customary use will be made of the assigned space and facilities covered hereby. To this end, CUSTOMER agrees to abide by the following non-exhaustive list actions/conduct:
 - a) There shall be no unnecessary wear and tear on assigned space.
 - b) Assigned space shall not be used for any residential or commercial purpose.
 - c) There shall be no use or operation of the assigned space that is clearly objectionable to or out of harmony with the premises, including, but not limited to any noise, litter, odor or other activity which may constitute a public or private nuisance, any unusual firing, explosive or other damaging or dangerous hazard,
- Any violation of this Paragraph gives OWNER the right to terminate this Agreement in accordance with Paragraph 7 below.
4. CUSTOMER agrees to engage in neighborly conduct while utilizing the assigned space under this Agreement. Actions or conduct of any nature which may be dangerous or create a health and safety problem or disturbance to others are prohibited. This includes, but is not limited to, any unusual, disturbing or excessive noise/music/boats, intoxication, quarreling, threatening, fighting, immoral or illegal conduct, assault or battery, profanity, or rude, boisterous, objectionable or abusive language or conduct. Persons under the influence of alcohol or any other substance shall not be permitted in any area of the premises covered under this Agreement. Any violation of this Paragraph gives OWNER grounds to terminate this Agreement in accordance with Paragraph 7 below.
 5. The violation of any law or ordinance of the city, county, state or federal government will not be tolerated and is grounds for immediate termination of this Agreement without notice. No acts or demeanor shall be permitted which would place OWNER in violation of any law or ordinance. Engaging in acts or conduct that would place OWNER in this position gives OWNER the right to immediately terminate this Agreement without prior notice.
 6. OWNER and CUSTOMER acknowledge that this Agreement is not subject to the provisions, including notice requirements, contemplated by the Pennsylvania Landlord Tenant Act of 1951 codified at 68 Pa.C.S.A. §§ 250.101 et seq.
 7. If CUSTOMER or CUSTOMER'S guest breaks any rules or regulations contained herein, or as posted in the office by the OWNER, the OWNER may cancel this boat space rental agreement upon ten (10) days notice, and the CUSTOMER shall remove his boat from the premises at CUSTOMER'S expense. In such event OWNER shall not refund any of CUSTOMER'S rental payment.
 8. CUSTOMER duly authorizes OWNER, its Agents or Employees to move CUSTOMER'S boat during the making of repairs solely at CUSTOMER'S risk.
 9. It is UNDERSTOOD AND AGREED that no boat is to be removed from its space by CUSTOMER or the agents of CUSTOMER unless and until all charges for space rental, storage, service and/or materials have been paid in full.
 10. A CUSTOMER may work on his own boat if such work does not interfere as determined by OWNER, with the rights, privileges and safety of other persons or property. CUSTOMER may not have outside services performed on the vessel, if work can be performed by Fox Chapel Marine. In the event the work cannot be performed by Fox Chapel Marine and an outside craftsman is required, CUSTOMER must discuss with Fox Chapel Marine prior to start of any work. The OWNER shall reserve the right to require any outside mechanic, craftsman or any other persons performing any work on CUSTOMER'S boat while in or on the premises. You must supply the OWNER or his yard manager with a standard certificate of workman's compensation and liability insurance coverage in order to protect the health, safety, welfare and property of other customers. Failure to meet these requirements would require that CUSTOMER remove his or her boat from the premises of OWNER for repairs.
 11. CUSTOMER AGREES THAT IN THE EVENT SUIT IS BROUGHT ON BEHALF OF THE OWNER AGAINST CUSTOMER TO COLLECT ANY AMOUNTS DUE OR TO BECOME DUE HEREUNDER, OR TO ENFORCE ANY APPROPRIATE MARITIME OR OTHER LIENS OR RIGHTS, THE CUSTOMER SHALL PAY THE OWNER'S REASONABLE ATTORNEY FEES FOR SUCH SUIT OR COLLECTION PLUS COSTS, AS PROVIDED BY LAW. THIS AGREEMENT SHALL BE CONSTRUED, INTERPRETED, AND ENFORCED IN ACCORD WITH THE LAWS OF PENNSYLVANIA SUBJECT TO ANY MARITIME LAWS.
 12. If CUSTOMER fails to remove his boat and property from the assigned space at the termination of the space rental (either at the end of term or upon its prior cancellation under this Agreement), OWNER may: (1) charge CUSTOMER'S account rent daily on a pro rata basis for each day or portion thereof the space is occupied, (2) avail itself of the remedies provided for in 13, and/or (3) exercise any other remedy available to OWNER under law or equity.
 13. If CUSTOMER becomes delinquent in rental payments, the OWNER shall have the right to take over the property of the CUSTOMER and to secure the property to the space occupied, or to store it in any other location. Space made vacant by the removal of property of the CUSTOMER may then be rented to another CUSTOMER at the discretion of the OWNER.
 14. INSURANCE: CUSTOMER AGREES that he will keep the boat fully insured with complete marine insurance, including hull coverage and indemnity and/or liability insurance, proof of said insurance to be provided to OWNER. THE OWNER DOES NOT CARRY INSURANCE covering the property of the CUSTOMER. THE OWNER WILL NOT BE RESPONSIBLE for any injuries to CUSTOMER, guests or property damage resulting, caused by, or growing out of the use of dock, harbor, hauling or moving at the facilities. The CUSTOMER RELEASES AND DISCHARGES THE OWNER from any and all liability from loss, injury (including death), or damages to persons or property sustained while in or on the facilities of OWNER, including fire, theft, vandalism, windstorm, high or low waters, hail, rain, ice, collision or accident, or any other Act of God, whether said boat is being parked, stored or hauled by an Agent of OWNER or not.
 15. CUSTOMER shall provide OWNER with a set of main door or hatch and ignition keys. The boat will be entered by OWNER only for purposes set forth in Paragraphs 12 and 13, for the enforcement of the OWNER'S lien described in Paragraph 22 or for the periodic inspection or emergency service.

Initials _____

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16. The use of OWNER'S electrical outlets for the operation of power tools, battery chargers, welders, air conditioners, heating units, etc., is prohibited except by special permission.
17. IN CASE OF EMERGENCY, as determined by OWNER, the OWNER shall be authorized, but shall be under no duty, to move the subject boat if the boat is unattended and CUSTOMER cannot be reached, to a safer area if possible and practical, so as to protect the boat, protect property, and for general welfare. However, UNDER NO CIRCUMSTANCES is OWNER under any obligation to provide this service. Any costs incurred by OWNER shall be billed at the yard rate or as posted in the office. CUSTOMER agrees to indemnify and hold harmless OWNER from any and all liability, loss or damage caused by or damage caused by or to the subject boat which may arise out of failure of the CUSTOMER to move the boat, the inability of the OWNER to reach the CUSTOMER, or by the movement of the boat by the OWNER. In general, the CUSTOMER shall be solely responsible for any emergency measures and any damages or loss associated therewith.
18. DRY STORAGE SURVEY AND INSPECTION: The CUSTOMER authorizes the OWNER to thoroughly survey the boat for fire hazards at hauling or prior to moving to dry storage. CUSTOMER understands that this regulation is formulated, enforced and conducted solely for the protection of the CUSTOMER. The promulgation and enforcement of these rules and regulations, the conducting of the survey, or the failure to require or fully perform a survey with respect to other CUSTOMER(S), will not subject the OWNER to any duty or liability to the CUSTOMER with respect to fire or explosion prevention or detection. In general, any survey will be solely at the discretion of the OWNER.
19. DRY STORAGE PROTECTIVE COVERING: The CUSTOMER assumes full responsibility for providing adequate covering to protect the boat from any and all perils, and for the proper maintenance of such covering while the boat is on or in the premises of the OWNER.
20. REMOVAL OF PERSONAL PROPERTY: The CUSTOMER should remove any personal property from the boat prior to dry storage. IT IS UNDERSTOOD AND AGREED THAT OWNER WILL NOT BE RESPONSIBLE FOR ANY ITEMS OF PERSONAL PROPERTY LEFT IN THE BOAT.
21. ENTIRE AGREEMENT: This Agreement contains the entire understanding between the CUSTOMER and the OWNER and no other representation or inducement, verbal or written, has been made which is not contained in this Agreement. OWNER and CUSTOMER agree that if any paragraph or provision violates the law and is unenforceable, the rest of the Agreement will be valid.
22. CUSTOMER acknowledges that the OWNER is hereby given a lien upon the property described above to secure any and all space rental fees, repairs, hardware, materials, labor or services rendered to or supplied to CUSTOMER during the term of the Agreement. Any item left in storage 60 days beyond the expiration date of this agreement shall be offered for public or private sale to cover space rental charges.
23. SEVERABILITY: In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall have no effect on the remaining provisions or portions of the Agreement, which shall remain in full force and effect.
24. CUSTOMER will utilize the brokerage services of the OWNER when buying, selling, or trading any boat. OWNER will provide all necessary advertising and signage. CUSTOMER will not be permitted to place any for sale signs on vessel. Any vessel sale, lease or private financing by CUSTOMER that is not handled through LANDDORD while under this contract CUSTOMER is still responsible to pay OWNER the normal posted commission rate of 10% of sale price.
25. CUSTOMER must supply stands approved by OWNER necessary for dry storage at a cost to be borne by CUSTOMER.
26. This Agreement is for the use of space only and such space is to be used at the sole risk of the CUSTOMER. The OWNER shall not be liable for the care or protection of the CUSTOMER'S boat, including gear, equipment and appurtenances.
27. Parking vehicles on the premises is the responsibility of the CUSTOMER. CUSTOMER and guests agree if parking on premises, it is done so at the sole financial responsibility of CUSTOMER.
28. Any person employed by Fox Chapel Marine or any other entity associated with its Corporation will have their lease null and void if employment is terminated for any reason by either party. Employee will need to pay a lease in full at the current rate or remove their boat within 24 hours from when their employment ceased.
29. Storage lot is accessible during normal business hours of the Boathouse (see posted days & times). Boathouse is closed on Holidays.
30. Notwithstanding the above, OWNER'S duty to deliver possession of the dock space described in this rental agreement is conditioned on the OWNER'S receipt from the applicable authorities of the permits required to operate the marina and the continuing validity of such permits. In addition, the OWNER shall not be required to deliver possession if such delivery is prevented, interrupted or delayed by causes beyond its control, including but not restricted to strike, riot, storm, flood, acts of God or of the public enemy, acts of government or governmental authorities, fires, strikes, epidemics, quarantine restrictions or unusually severe weather.

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