



## 2025-2026 WINTER STORAGE TERMS & CONDITIONS

1. The word “Marina” is used here to indicate Port of Egypt Marine, Inc., and any person authorized to represent Port of Egypt Marine, Inc. The word “Lessee” is used here to indicate owner (or authorized representative) of boat being stored.
2. All indoor storage is on a first-come-first-served basis.
3. When boat enters Marina property for winter storage, slip rental, sale or any other purpose, it immediately becomes subject to jurisdiction of Marina and shall be located only where ordered and moved and maneuvered as directed. Marina shall have the right to move boat from one location to another at its discretion.
4. Lessee shall provide Marina with set of ignition and main door or hatch keys. Boat may be entered by Marina staff at any time for periodic inspection or emergency service.
5. Personal belongings and all flammable materials must be removed from boat prior to winter storage.
6. Marina will not be responsible for delays in hauling, launching or winter storage occasioned by weather or other incidents beyond its control.

### 7. WINTERIZATION

- 7a. Any boat arriving for winter storage must allow for a minimum potential winterizing delay of two (2) weeks. Winterizing is not guaranteed for any boat arriving less than two (2) weeks before freezing conditions.
- 7b. Any boat that has not been winterized by November 1, 2025, will be subject to an additional \$300 fee.
- 7c. If winterization is not scheduled by November 1, 2025, Marina will not be responsible for any damages caused by freezing temperatures or other weather conditions.
8. Marina does not employ guards or watchmen upon its premises, nor is it under any duty or obligation to do so or to keep Lessee’s boat under surveillance at any time. Failure to maintain such guard or watchmen shall not be deemed to create any obligation on part of Marina for care or safety of Lessee’s vessel or equipment thereon.
9. All reasonable care of Lessee’s property will be taken by Marina. However, Marina assumes no responsibility for the safety of any vessel in Marina, afloat or otherwise, or before, during or after boat is hauled, or while it is awaiting haulage, being transported or is on land, and Marina shall not be liable for fire, flood, abnormal high or low tides, theft, explosion, or water, snow or ice, freezing, wind, vandalism, leakage, sinking, acts of God, or other damage to said vessel, its equipment, or any property in or on said vessel. Lessee shall hold Marina and its employees harmless from any such loss or damage, and Marina shall be under no obligation to insure Lessee’s boat, equipment or other property against any such loss or damage. Moreover, in the event of sinking, Lessee shall act promptly to remove vessel from Marina.
10. It is mutually agreed that Marina shall not be held liable in any manner for the safekeeping or condition of Lessee’s boat and is not responsible, therefore, as a warehouseman, but the relationship between parties is simply that of Lessor and Lessee. It is also understood and agreed that Marina will not be responsible or liable for any damage or loss to or of said boat, its tackle, gear, equipment, or property, either upon said boat or upon premises of Marina or adjacent thereto. Marina will not be responsible for customer supplied canvas.
11. Lessee warrants ownership of boat and that it is fully covered by comprehensive marine insurance including liability and environmental spill. Moreover, Lessee shall be responsible for damage that their boat or equipment may cause to other boats in Marina or to the structures or facilities thereof.
12. Owner must provide copy of boat’s current insurance policy naming Port of Egypt Marine as additional insured. Marina is not an insurance company and does not provide insurance coverage for boats or property on/in boats, or damage caused or sustained by Lessee.

- 13.** While on premises of Marina, Lessee, Lessee's family members and any guests agree to adhere to MARINA RULES OF CONDUCT stated at bottom of this document and updated on Marina website (poemarine.com) at all times.
- 14.** Lessee assume complete liability for themselves, their families and guests and agree to hold Marina and its employees harmless for any and all liability for injury that may be suffered while aboard boat(s) or while upon premises of Marina.
- 15.** No independent or outside mechanics, contractors, brokers, or service organizations may perform any work or enter upon docks, yard or buildings of Marina for any purpose without receiving prior permission from Marina and adhering to all Marina guidelines.
- 16.** Marina does not supply ladders for any purpose and use of ladders found on the Marina property is prohibited.
- 17.** Boat will not be launched in spring until Lessee has adequate dock lines, fenders and an operable bilge pump on board, available for use. Any vessel not Spring Commissioned by the Port of Egypt Service Team will not be launched without the boat owner present during the spring launch. The vessel owner will be responsible to ensure all systems are operating properly including all bilge pumps prior to launch.
- 18.** Fees charged for services by Marina shall neither expressly nor impliedly be construed to include any fee for passage on boats owned or operated by Marina nor shall Lessee be construed to be entitled to such passage at any time.
- 19.** All invoices are due and payable at rendering of service. Winter Storage is due in full at boat drop off. A finance charge of 2% monthly will be applied to any outstanding balance over 30 days.
- 20.** Failure to make payment of all charges in accordance with this agreement shall create a lien upon Lessee's property in the amount of such default pursuant to the Lien Law of the State of New York. In the event of default, by Lessee or other dispute, Lessee agrees to waive trial by jury and agrees to reimburse Marina in full for any attorney's fees and/or other legal expenses incurred by reason of a breach of any of the provisions of the agreement.
- 21.** Lessee shall keep Marina informed of any change in Owner's address, email and telephone number.
- 22.** Lessee shall not place "FOR SALE" or similar signs on boats or other equipment within Marina, and Marina reserves the right to remove any sign placed therein by others without its prior written permission. All boats for sale must be listed with Marina.

### **MARINA RULES OF CONDUCT**

Port of Egypt is a family-friendly environment. Customers and their guests must adhere to the following courtesies and policies while on the property.

- All children under 12 years of age must wear life jackets while near the water, on docks and aboard boat(s).
- Children under 12 years of age and animals must be accompanied by an adult at all times.
- Open flames (fire pits, tiki torches, etc.) are prohibited.
- Canine guests are welcome provided they are not a nuisance to other boaters. They must be leashed at all times, and owners are responsible for picking up after their dogs.
- Beverages in glass containers are restricted from the docks, parking lot, sidewalks, courtyard and pool area.
- Swimming in the marina basin and channel is prohibited.
- Marina quiet hours are observed from 10 p.m. – 7 a.m.
- Fueling of boats must take place at the gas dock exclusively with no exceptions.
- Smoking at the gas dock is prohibited.
- Boat garbage should be placed in the sanitation receptacles. Household garbage should not.
- Profanity and/ or rude, disruptive behavior will not be tolerated and will result in an immediate dismissal from property and potential revocation of marina privileges.