

Invoice # _____

Conkling Marina and Resort
2010 Winter Storage Agreement

Date: _____

Vessel Information

Name of Vessel: _____

Registration Number: _____ State of Registration: _____

Length: _____ Make of Boat: _____ Model of Boat: _____

Insurance Agent Name: _____ Policy #: _____

Owner/Representative Information

Owner: _____ Phone: _____

Emergency contact: _____ Phone: _____

Billing Address: _____

Phone: _____ Email: _____

Owners Auto Make: _____ Model: _____ Lic: _____ Color: _____

Boat Trailer Make: _____ License #: _____

Terms and Conditions

It is understood and agreed by and between parties hereto that this contract shall be binding upon the above described vessel owner and shall be subject to the following terms and conditions:

1. Whenever the word "Owner" appears, it shall refer to the person or persons or company indicated as the Owner above, notwithstanding that such a person, persons or company is or are not the legal owners of the boat referred to herein. Wherever the words "Marina" appear, they shall refer to the Conkling Marina and Resort AKA Coeur d'Alene Marina Project, LLC.

2. The Owner understands and agrees that the Marina carries no insurance coverage for risks of loss to said vessel or equipment, nor any insurance for the benefit of Owner, whatsoever.
3. Owners are required to carry comprehensive general liability insurance on his/her vessel. Owner agrees to furnish the Marina with evidence of coverage that names the Marina as an additional insured for purposes of this Agreement.
4. In the event of an Emergency the Marina reserves the right to move vessels to other locations, but the Marina has no obligation to do so. The Owner agrees that the Marina will not be responsible for the loss or for damage to, any vessel, nor any losses or injuries caused to any person by reason of the existence of weather, accident or acts of God.
5. The Marina may cancel this contract if the Owner, his agents or guests break the provisions of this contract and or any of the rules and regulations of the Marina. The owner shall upon cancellation remove his/her vessel from the marina's facility.
6. Owner agrees that payment is due in full at the time of vessel storage. If the full cost of vessel storage is not paid within net 30 of invoice date, the owner agrees to pay an additional late fee in the amount of \$25 _____ (initials) for every 30 days payment is late.
7. Refund Policy – All refunds are at the discretion of Management.
8. The Owner agrees to reimburse the Marina for reasonable attorney's fees and costs related to the collection efforts or suit by the Marina against the Owner, or its successors, and assigns, to collect or enforce any lien or amounts due under the terms of this agreement.

I, the undersigned, hereby acknowledge that I have requested use of the noted facility and agree to pay the associated charges. I have read, understood and do hereby agree to the terms and conditions sited in this contract.

Owner Signature: _____ Date: _____

Conkling Marina and Resort _____ Date: _____

Conkling Marina and Resort
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 Worley, Idaho 83876
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 208.686.0101 fax
info@conklingresort.com

Accounting Correspondence
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 Veradale, WA 99037-0389
 1.800.413.9910 phone
 1.866.610.1397 fax