



Dear Customer,

We are anxious for the 2018 boating season to begin. With all the exciting changes at the marina, we know it's going to be a great summer. In addition to the new buildings we've added to our facility, we are also adding new ways to better meet our customer needs.

Valet Agreements for 2018 Boating Season

The popularity of our valet service has steadily grown over the last several years. To lock in your boat valet needs, we've created our new Valet Service Agreement. It contains the terms and conditions for assisting you with your boat launches in 2018 and will help simplify and clarify the level of service you will receive. It also will help us track valet service requests so that we can ensure we have the resources in place to meet your boat launching needs.

Valet Guidelines

1. **Cost for Valet Service** - for the 2018 season, the cost for Valet Service is \$1,300 and will cover 20 launches.
2. **Advance Notice for Valet Request** - MLM requires **24-hour advanced notice** prior to desired launch time Monday thru Friday. Weekend Valet launch requests must be received by noon the preceding Friday. This advance notice allows us to ensure that we have the manpower and equipment available to meet your launching needs and time requirements.
3. **Valet Launch Hours** - Valet service shall be provided by MLM staff only. Launch hours are 8:00am - 4:30pm.
4. **Scheduling Valet Launch Times** – to schedule your valet launch, you must call 207-693-6264 or email service@mooselandingmarina.com. Please provide 24-hour notice.
5. **Refueling Services** - If you would like us to put fuel in your boat as part of your launch, we are happy to oblige. Please note that to do this, you will need to complete a Credit Card Authorization Form. Fueling time is billed at our normal labor rate of \$125/hour and your card will be charged for the fuel and fueling time at the time of service.
6. **Boat Hauling** – Boat will be hauled and returned to boatel or yard as appropriate within an hour or two of returning to the docks or the following morning if returned at closing.

Please complete and return your Valet Agreement paperwork. The process is as follows:

1. Complete MLM Valet Agreement and return by mail, fax, email or in person.
2. **Full payment due upon sign up.**
3. **Accounts must be current for any payment to be applied to your Valet Agreement balance.**

Moose Club

Once again Moose Landing will be offering our customer loyalty program, Moose Club. Valued at \$200, Moose Club provides the following valuable rewards:

- **Free bath and clubhouse privileges** – receive key and discount card at time of purchase.
- Discounts on **gas – 20¢ savings/gallon.**
- Discounts on **pump out** – member cost \$15 **non-member cost \$30.**
- **Free trailer storage**
- **Free use of boat ramp** between 8 am and 5 pm.
- **Discount on parts - 10% off** retail cost store purchases only. Electronics excluded.
- **Discount on boat rentals – 10% off** retail cost.

If you have questions about your MLM 2018 Valet Agreement or want to sign up for Moose Club, please contact us at 207-693-6264 or email Amber Bellanceau at amber@mooselandingmarina.com or myself at jason@mooselandingmarina.com.

Thanks again for all of your business! I look forward to seeing you on the water.

Sincerely,

Jason Allen, General Manager
Moose Landing Marina



2018 Valet Agreement

Please return by mail, fax, email or in person. Full payment due upon sign up.

Owner's Name: _____ New MLM Customer? Yes No
 Address: _____ Sign Up for Moose Club 2018? Yes No
 City: _____ State: _____ Zip: _____ **MUST PROVIDE SPARE KEY TO MARINA OR KEY FEE WILL APPLY**
 Home Phone: _____ Cell Phone: _____
 Email: _____ May we email your invoices? Yes No

Boat Length: _____ LOA: _____ **AGREEMENT PROVIDES 20 LAUNCHES/SEASON**
 Boat Name: _____ Boat Make: _____
 Trailer? Yes No Trailer Make: _____
 Current Storage Customer? Yes No Do you plan to store at MLM this winter? Yes No

In consideration of payment of all fees, MLM Acquisitions, LLC d/b/a Moose Landing Marina, (the "Marina") agrees to allow Owner to store the above listed vessel ("Vessel") in a designated storage space in the boatel and/or at the marina, along with permission to use the adjacent areas, subject to the following terms and conditions ("Agreement"):

- Fees and Payment:** The fee shall be based on the current valet rates for the given term as established and amended by the Marina from time to time. The Boat's length overall (LOA) will be verified by Marina personnel and invoiced accordingly. The determination of the type of vessel shall be made by Marina. Payment for labor, materials, storage, and any other fee (collectively "Fees") is due upon receipt of a Marina invoice unless other terms are expressly provided in writing. Any balance not paid within 30 days or within the terms of the invoice will be assessed a late fee of 1.5% per month. OWNER EXPRESSLY GRANTS MARINA THE RIGHT TO REFUSE TO LAUNCH OR OTHERWISE RELEASE THE VESSEL TO OWNER OR ANY OTHER THIRD PARTY UNTIL ALL FEES ARE PAID IN FULL, INCLUDING FEES GENERATED PURSUANT TO PARAGRAPH 3. ANY LAUNCH OR RELEASE OF THE VESSEL WITHOUT PAYMENT IN FULL OF ALL FEES SHALL NOT BE DEEMED A WAIVER OF ANY RIGHT OF MARINA TO COLLECT FEES UNDER THIS AGREEMENT OR ANY OTHER STATE OR FEDERAL LAW.
- Marina Rules:** Rules concerning the use of the Marina and other Marina-owned property by owners and guests will be established and posted by the Marina ("Marina Rules"). Owner agrees to abide by the Marina Rules. The Marina Rules may be amended from time to time in the sole discretion of the Marina. Owner further agrees to make best efforts to ensure family members and guests adhere to the Marina Rules. Owner agrees to be held responsible in the event Owner's family members or guests breach the Marina Rules.
- Notice of Lien:** Owner acknowledges that pursuant to 10 M.R.S.A. § 1381 et seq. the Vessel, along with any motor, trailer, tackle, apparel, and furniture are subject to a lien to secure payment for any and all amount due Marina under this agreement. Owner further acknowledges that services provided under this Agreement are necessary for either preservation of the Vessel or for its safe and effective operations. If Owner fails to pay full amount due within 30 days of the due date, Marina shall have the right to resort to any and all remedies granted under applicable law. Owner agrees that in the event Marina must pursue enforcement of the lien created by this paragraph, a "reasonable expense of the sale" under 10 M.R.S.A. § 1385 includes attorney fees accrued prior to the sale of the Vessel, including all legal fees incurred by Marina in any litigation to enforce this lien, where Marina is the prevailing party. Owner agrees to reimburse Marina for any other costs and attorney's fees not otherwise awarded to Marina under statute incurred in the collection of payment under the Agreement.
- Emergencies:** Severe weather may require Marina to move or temporarily relocate the Vessel. Should Marina determine that it is necessary to move or relocate the Vessel, Owner authorizes Marina to do so at Owner's sole expense. Owner further authorizes Marina to take any and all actions necessary to secure the Vessel or any part of the Vessel in the event the Vessel becomes a hazard to itself or to other persons or property; however, nothing in this agreement shall establish Marina's obligation to do so and Owner acknowledges that while the Vessel is stored in the water, Owner is at all times responsible for securing the Vessel and all parts of the Vessel including during times of severe weather.
- Bailment and Risk of Loss:** Owner acknowledges that Marina is not responsible for any damage to the Vessel including, but not limited to, vandalism, theft, fire, flood, explosion, hurricane, lightning, windstorm, earthquake, subsistence of soil, failure or destruction of supporting property or materials, discontinuance of power, governmental interference, civil unrest, war, work stoppages, or labor shortages. The risk of loss of the Vessel shall at all times remain with the Owner and Owner agrees to carry insurance to cover all hazards, and in an amount satisfactory to Marina. Owner agrees to have his/her boat properly registered, equipped, maintained and insured (including hull and liability insurance). Owner shall provide Marina with written proof of said insurance upon request in a form satisfactory to Marina. Owner acknowledges that nothing in this Agreement or in any dealings between the parties to this Agreement constitutes or establishes a bailment and that at all times, Owner shall have access to the Vessel consistent with the provisions in Paragraphs 1 and 3 and provided Owner provides Marina with reasonable notice should the Vessel be stored in an offsite location. Owner shall be responsible for any and all damage Owner or the Owner's guest may cause in whole, or in part to other boats at the Marina, or to Marina facilities. Owner further agrees to indemnify and hold Marina harmless, including costs and attorney fees, from any liability arising from the Owner's, or Owner's guest's use of the Marina and its facilities, including but not limited to, any expenses, costs, losses or third-party damage claims attributable in whole or part to Owner, or Owner's guests.
- Work Authorization:** Owner agrees that authorization for service work may be accomplished over the phone or by email. All such work will be subject to the regular terms and conditions, including warranty disclaimers, as set forth on the work order. Owner further authorizes Marina to operate the Vessel or any part of the Vessel for purposes of diagnostic or performance testing, at Owner's sole expense.
- Third-Party Contractors:** Before any work on the Vessel may be performed by Owner or any third party engaged by Owner, such work and the party performing such work must be approved in writing by Marina. Any acquiescence on the part of Marina to work performed by Owner or a third party shall not be construed as an approval of any other work performed by the Owner or a third party. Owner expressly grants Marina the right to restrict any third party engaged by Owner from access to the Vessel in the event the contractor or agent is performing work on the Vessel not expressly authorized by Marina.



8. **Indemnity:** Owner agrees to abide by all applicable local, state, and federal laws and regulation with respect to any work performed by Owner or the Owner's agents or contractors. Said laws include, but are not limited to, environmental regulations controlling the use and disposal of hazardous chemicals, regulations controlling the safety of Owner's own workers, agents, and/or contractors, and any other permits or certificates to operate or perform work on the Vessel. Owner agrees to, to the maximum extent permitted by law, indemnify, hold harmless, and defend Marina from and against any and all injuries, losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, suffered or incurred by Marina or its employees, that result from, arise out of or are related to Owner's, or Owner's guests' or agents', failure to abide by applicable local, state and federal laws and regulations or Owner's, or Owner's guests' or agents', failure to obtain any necessary permits or certificates, or otherwise abide by this Agreement.
9. **Term and Termination:** This Agreement shall be in effect upon the Owner's delivery of the Vessel and shall remain in effect until the expiration of the following term. The Terms shall be summer (May 16 through October 14 of any given year) and winter (October 15 through May 15 of any given year). This Agreement shall be in effect for one term and shall be renewed for each subsequent term until the Agreement is terminated by either party in accordance with this section. In the event the Agreement is renewed past the end of the current term, Owner agrees to be charged the rate for the subsequent term and the rate that corresponds to the location where the boat is stored. Marina reserves the right to terminate this Agreement at any time, without notice, if Marina concludes, in its sole discretion, that Owner has breached this Agreement or is using Marina's facilities in any way Marina, in its sole discretion, deems inappropriate or disruptive. In the event Marina terminates this Agreement, Marina shall refund Owner a pro-rated amount of storage fees minus an amount determined by Marina in its sole discretion necessary to cover any damages caused by Owner, Owner's guests or agents, or the Vessel. For vessels stored on land, Owner may terminate this Agreement with thirty (30) days written notice to Marina and delivered to Marina at the address listed above. Upon Owner's termination of this Agreement, Owner shall be entitled to the Vessel pursuant to Paragraphs 1 and 3 above. For vessels stored on land, in the event Owner terminates this Agreement, Marina shall refund Owner a pro-rated amount of the storage fee minus the cost of retrieving the Vessel, which includes, but is not limited to, moving other vessels, moving or removing snow, and transporting the Vessel from an offsite location. For vessels stored in the water, Owner shall not be entitled to a pro-rata refund unless a replacement vessel, subject to the approval of the Marina, can be found. Owner's rights and duties under this Agreement are not transferable without the express written consent of Marina.
10. **Other Terms and Conditions:** Marina makes no representations regarding the depth of the water in areas in or adjacent to any berth covered by this Agreement, nor any particular vessel's ability to access a berth from the lake. The use of electrical service is at the sole risk of the user and Marina shall not be liable for any loss or damage to any person or property caused by as a result of the use of any electrical appliances. Overboard discharge of heads or holding tanks is strictly forbidden.
11. **Savings Clause:** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
12. **Governing Law:** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Maine without giving effect to any choice or conflict of law provision or rule (whether of the State of Maine or any other jurisdiction). It is the intent of the parties to perform this Agreement in Cumberland County, Maine and the parties agree that any action in law of equity relating to this Agreement shall be brought in Maine Superior Court, Cumberland County. In the event jurisdiction is not found in Maine state courts, the parties agree that the action shall be brought in the United States District Court for the district of Maine, Portland.
13. **Amendment and Modification Waiver:** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
14. **Disclaimer of All Warranties:** PURSUANT TO 11 M.R.S.A. § 2-719 AND ANY OTHER FEDERAL AND STATE LAW, OWNER ACKNOWLEDGES THAT MARINA MAKES NO WARRANTY WHATSOEVER EITHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO ANY PRODUCT OR SERVICES ENCOMPASSED WITHIN THIS AGREEMENT.

Seen and Agreed To:

Owner Signature

Owner Name (please print)

Date

All communications in either electronic or paper format from us to you will be considered 'in writing.'