

# ROMEO'S MARINE & AUTOBODY LTD.

583 Main Street, Shédiac, N.B. E4P 2C6

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## LEASE AND SERVICES AGREEMENT

BETWEEN: Romeo's Marine & Auto Body Ltd. (Lessor);

AND: \_\_\_\_\_ (Lessee),  
(Name of boat owner)

WITNESSETH that in consideration of the rent, covenants and agreements hereinafter reserved and contained below, LESSOR agrees to lease space in or on its lands and premises at East Shédiac, N.B. (the exact location of which shall be the absolute discretion of the Lessor) unto the Lessee and/or to render services, if any, as hereinafter set forth:

OWNER-LESSEE \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: BUS: \_\_\_\_\_ HOME: \_\_\_\_\_

Cell: \_\_\_\_\_ Other: \_\_\_\_\_

WebSite: \_\_\_\_\_ Email: \_\_\_\_\_

NAME OF BOAT \_\_\_\_\_ TYPE: \_\_\_\_\_

LESSEE'S INSURANCE CO. \_\_\_\_\_

AGENT: \_\_\_\_\_

POLICY NO. \_\_\_\_\_

RATE FOR SPACE FOR 20 \_\_\_\_\_ : INSIDE \_\_\_\_\_ per sq. ft.; OUTSIDE \_\_\_\_\_ BOAT LENGTH \_\_\_\_\_

1. The LESSEE (BOAT OWNER) understands and agrees that the LESSOR does not and will not carry insurance to indemnify the LESSEE (BOAT OWNER) or any third party for any loss of any kind whatsoever and that the aforesaid space is leased to the LESSEE (BOAT OWNER) at the rate aforesaid and services are or will be rendered to him (at a rate to be agreed upon) on that condition and understanding and on the condition and understanding that the LESSOR shall not be liable for any damage for loss however caused and to whomsoever caused, at any time, at any location and under any circumstances.

2. The LESSEE (BOAT OWNER) undertakes and agrees to have his boat covered by liability and proper damage insurance and agrees to notify his insurance company of the waiver and indemnity in this agreement.

3. Without limiting the generality of the foregoing, the LESSEE (BOAT OWNER) hereby waives all claims, actions, losses, demands or any suits whatsoever, past, present or future, against the LESSOR, its shareholders, directors, officers, employees, agents, heirs, executors, successors, administrators and assigns for personal injury, loss of life and loss or damage to property, past, present and future by reason of work done, being done, or to be done by and services rendered, being rendered or to be rendered by them, as well as by reason of past, present or future use, storage, occupation or access whatsoever to the lands and buildings owned by the LESSOR and the LESSEE (BOAT OWNER), his heirs, executors, administrators, successors, assigns and subrogees covenant to indemnify and save harmless the LESSOR, its owners or directors, servants, employees and agents, from and against any and all of the said losses, costs, suits, actions, claims and demands or other proceedings.

4. Without limiting the generality of the foregoing, the LESSOR shall not be responsible for and the LESSEE (BOAT OWNER) hereby releases the LESSOR for personal injury, loss of life, property loss and property damage (including loss and damage to the above described boat, accessories and contents including the trailer while being moved to or from or while on the LESSOR's property) due to any cause whatsoever and including, without limiting the generality of the foregoing, due to fire, theft, vandalism, collision, upset, equipment failure, windstorm, rain, hurricane, negligence on the part of the LESSOR, its owners, directors, officers, shareholders, employees, servants and agents.

5. Without limiting the generality of the foregoing, it is the exclusive responsibility of the lessee (BOAT OWNER) to disconnect all batteries on his boat and to remove all propane tanks from his boat.

6. This agreement contains all the terms and conditions agreed to by the parties and no other agreements, written or oral, or representations shall bind the parties and this agreement shall not be repealed, rescinded, amended, waived or modified except by the written consent of both parties.

7. This agreement shall ensure to the benefit of and be binding on the heirs, executors, administrators, successors, assigns and subrogees of each of the parties to this agreement.

8. This agreement shall be binding upon the parties in the year of this agreement and thereafter in subsequent years until such time as the parties enter into a new written agreement.

DATED at Shédiac, New Brunswick this \_\_\_\_\_ day of \_\_\_\_\_ AD, 20\_\_\_\_\_.

ROMEO'S MARINE & AUTO BODY LTD. (Lessor);

Per \_\_\_\_\_

Romeo Leger (President)

LESSEE: \_\_\_\_\_

Boat Owner