

NORTHPORT MARINE STORAGE SALES & SERVICE

989-876-8931

P.O. BOX 824

3676 E. Huron (US-23), Au Gres, MI 48703

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CONTRACT FOR HEATED STORAGE WINTER _____/_____/_____

This agreement made and entered into and between NORTHPORT MARINE storage sales service hereinafter referred to as Marina and _____, hereinafter referred to as owner.

Whereas owner is the owner of, BRAND _____ MOD _____
SN _____ REG# _____ BOAT NAME _____ Length
(Measured) _____' _____" BEAM _____' _____" TRAILER _____. All sizes subject to audit. Marina reserves the right to change the contract price, based on the actual boat measurements.

1. Owner shall pay the sum of \$5.75 per square foot totaling \$ _____ for the dimensions shown above for heated storage and related services. A \$500.00 non refundable deposit is required to secure this contract. The balance is due within 60 days of commencement of storage. A late fee of 1.5% per month will be charged on the past due balance. Any boat remaining in the marina after may 30th of the contract storage year will be charged at summer storage rates.

2. This contract is limited to the following services: haul out, water power wash of hull at water line and lower, moving and blocking of boat to storage, storage, and spring launch. This contract is not a work order. All arrangements for other work including winterization must be made with the marina's service department.

3. Owner understands and agrees that owner's boat shall not be launched or removed from marina's property if owner has not paid any storage, service or products charges due marina, which shall subject owner's boat to a mechanics lean.

4. Marina reserves the right to move or relocate boat within the Marina, as is necessitated by Marina's business requirements.

5. Owner's boat when placed in storage, will not be subject to removal by Owner after the 15th day of October of the year of execution, and before the 30th day of April of the following year. Removal during said restrictive period of time will subject Owner to an additional labor and equipment charge at Marina's hourly rates.

6. Marina shall not be liable for any damages to property or any injury to persons, sustained by Owner or others, caused by conditions or activities at the Marina. Owner shall indemnify and hold Marina harmless against any and all claims for any loss or injury regardless of cause, at all times while boat is in Marina's care or custody and shall carry liability insurance insuring Marina in amounts satisfactory to Marina. Owner shall carry liability insurance insuring Marina in amounts satisfactory to Marina. Owner at request of Marina, shall provide Marina with a certificate evidencing Owner's insurance and providing for 30 days prior notice to Marina in the event of cancellation or non-renewal.

7. Owner shall not assign his rights under this agreement without written permission from Marina.

8. Owner shall contact Marina no later than October 1st, to schedule boat haul out. Marina has limited docking facilities and cannot accommodate Owner with docking privileges or use of power facilities. Use of dock space is strictly and primarily confined to accommodate boats for such period of time that may be required to launch from storage or waiting to be placed in storage. Any boat docked or delivered at Marina facilities twenty-four (24) hours prior to haul out date or twenty-four (24) hours after removal date from storage, may be charged at the rate of \$25.00 per day.

9. Owner understands and agrees that Marina, during the term of this agreement, has the sole and exclusive right to limit access to Owner's boat under such terms and conditions as Marina, in Marina's sole judgment and discretion, deems proper. Marina's right to limit access to Owners boat while Owner's boat is in storage apply to Owner, Owner's family as well as any and all persons that Owner might otherwise grant access to.

10. Owner, by execution hereunder, agrees to strictly abide to Marina's "Rules and Regulations" and "Suggestions for Security and Safety".

Owners Signature X _____ Date ____/____/____

Name (Print) _____

Address _____

City _____ State _____ Zip Code _____

Phone #1 _____ Phone#2 _____

Accepted by _____ Northport Marine (please sign and return one copy with payment)