

Harbor Isle Properties

Resort & Marina St. Joseph, Michigan

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FOR OFFICE USE ONLY

Date _____

Writer _____

NOTES: _____

BOAT STORAGE CONTRACT

Boat Owner(s) Name _____ Phone (day) _____

Address _____ Phone (evening) _____

City _____ Cell Phone _____

State _____ Zip _____ Email: _____

Boat Make _____ Model _____ Year _____

Length _____ Beam _____ Reg. # _____ Boat Name _____

Jackstands # owned _____ at Marina will deliver Cradle Name on Cradle _____

If storing a boat on trailer at Harbor Isle Marina, please complete: Trailer Make _____ Tag No. _____

All storage measurements are L.O.A. Select one storage option below. (X)

2nd Year Savings!
Commit for 2 years and save
Savings will be subtracted from 2010 storage contract

Sail \$4.00 ft. / **OFF 2010**
Power \$3.00 ft. / **RATES!**

INSIDE HEATED STORAGE RATES:

Haulout, power wash, pump out & spring launch
Delivered to marina on trailer by owner

_____ Powerboat \$7.25 sq. ft. _____ Sailboat \$7.50 sq. ft.
_____ Powerboat or sailboat on trailer; \$5.00 sq. ft.

INSIDE COLD STORAGE RATES - Available up to 30':

Haulout, power wash, pump out & spring launch
Delivered to marina on trailer by owner

_____ Powerboat \$4.00 sq. ft. _____ Sailboat \$4.25 sq. ft.
_____ up to 23' 11"; Flat \$450.00 _____ 24' or larger, \$3.00 sq. ft.

OUTSIDE STORAGE RATES:

Haulout, power wash, pump out & spring launch
Condo/Dock Owner haulout, power wash, pump out & launch
Delivered to marina on trailer by owner (power / sail)

_____ Powerboat \$23.00 linear ft. _____ Sailboat \$30.00 linear ft.
_____ Powerboat \$16.00 linear ft. _____ Sailboat \$20.00 linear ft.
_____ up to 23' 11"; Flat \$350.00 _____ Sailboat 24' or larger, Flat \$450.00

Inside dinghy storage _____ Up to 10' - \$100 Spring & fall cradle/trailer handling and summer storage _____ \$100.00
Shrinkwrap _____ \$1.50 sq. ft.

The signer agrees to all conditions of contract as stated on reverse side of this form and offers this as written authorization for Harbor Isle Properties to perform services. Storage & service bills are to be paid in full 10 days after haul-out/invoicing. Payment may be made by Cash, Check, Debit Card, Visa, MasterCard, American Express or Discover; please complete below.

Credit Card # _____ Expiration Date _____ V-Code _____ Amount Received Storage _____

Customer Signature _____ Date _____ Method of Payment _____

50% non-refundable deposit of storage rate due with contract.

A 2% monthly service charge will be added to all unpaid store, service and yard accounts after 30 days from original billing. Annual rate is 24%.

WINTER STORAGE ENDS 5/31/10; SUMMER DRYDOCK BEGINS 06/01/10 (ITEMS 18 THRU 24 APPLY)
CUSTOMER MAINTENANCE OF BOATS IN STORAGE (ITEMS 33 THRU 40 APPLY)
SEE BACK OF CONTRACT FOR DETAILS

TERMS OF AGREEMENT

This contract is by and between Harbor Isle Properties and the "customer" for STORAGE

1. This agreement is for DOCK OR STORAGE ONLY. Space and other marina facilities to be used at the sole risk of owner and guests. Harbor Isle Properties is not responsible for theft or damage of any kind to boat, contents, gear, or equipment.
2. No warranty, expressed or implied, as to condition of docks, walks, ramps, depth of water, or other marina facilities. Harbor Isle Properties is not responsible for injuries to persons or property occurring thereon.
3. This agreement valid only to the above vessel and owner and when completed in full.
4. Boat owner agrees to all terms and regulations as set forth in this agreement. Failure by boat owner to comply with the terms and regulations as stated, or with marina rules and regulations, will entitle Harbor Isle Properties to terminate and cancel this agreement with no refund.
5. Owner will provide insurance for loss or damage to the boat described above and holds Harbor Isle Marina harmless from subrogation claims of his/her insurance company.
6. **All deposits and dock fees are nonrefundable.**
7. **All accounts are to be paid in full before boat is launched.** A ten-day waiting period will be required between payment and actual launch date if paid by check.
8. A 2% monthly service charge will be added to all unpaid store, service, and yard accounts after ten days from original billing. Annual rate is 24%.
9. Harbor Isle Marina is not responsible for unsecured dock lines, power cords or fenders.
10. Owner hereby authorizes that Harbor Isle Marina may move his/her boat to any other space when deemed necessary and will leave ONE COMPLETE SET OF KEYS AT THE MARINA OFFICE.
11. OWNER hereby grants a general lien on the boat and all other property of OWNER that may be deposited with MARINA, regardless of when such property may be deposited for charges, storage, winterizing, insurance, labor, and any other charges or liabilities of OWNER hereby or in relation to the boat and for any other expenses necessary for the boat's preservation or reasonably incurred in enforcing such lien (without limitation attorney's fees) or in the sale of the boat in foreclosure pursuant to law.
12. No "FOR SALE" signs allowed on any boats while using Harbor Isle facilities without the express written consent from Harbor Isle Marina management.
13. All work done on the boat described above shall be done by owner, Harbor Isle Marina, or those contracted by this Marina. No outside labor allowed on premises without written permission from marina management. Only minor work is allowed by owner. No pulling of engines shall be performed at slip.
14. You will not dispose of motor oil or any other lubricating, cooling or fluid substances in marina dumpsters, waters or grounds whether or not in containers.
15. All sailboat halyards must be secured to mast to eliminate clanging.
16. Use of slips at time of haul-out and launch. At the time of haul-out and again at the time of launch, Harbor Isle will allow customer to use one of its boat slips for a period not to exceed 10 days. If customer's use of slip exceeds 10 days, Harbor Isle's customary daily charges for slip rental shall be charged to customer. This provision shall not apply if the delay in haul-out is due solely to Harbor Isle. While using Harbor Isle's slip, customer must provide six (6) safe and adequate lines and will safely and securely moor the boat in the slip. If such lines are not on board or not available when the boat is in a Harbor Isle slip, Harbor Isle shall have the right, but not the obligation, to provide mooring lines to tie the boat in the slip and to charge the customer accordingly. Harbor Isle will not be liable for storm or other damage to the boat while parked in the slips and shall have no obligation to tend to the boat or to adjust its mooring lines at any time under any conditions.
17. Services included in non-trailer storage charge. In addition to storage of the boat, for the amount charged, Harbor Isle will: (a) remove the boat from the water; (b) clean the boat bottom, only if the bottom was painted during the boating season just ended; (c) pump out the head, if requested and (d) launch the boat at the end of the storage season.
18. This agreement shall be valid from initial haul-out through such time that boat is removed from storage on Harbor Isle Marina property. Contract rates are subject to seasonal changes and yearly increases. Harbor Isle Properties reserves the right to terminate this agreement upon notification to the boat owner.
19. In the event that the described boat not be launched, this agreement will continue to be binding on the boat and that rates and schedules of charges in effect at any future dates will be applied. Summer dry-dock begins Memorial Day.
20. Boats scheduled for haul-out, without keys or combination, will be charged time and materials.
21. Haul-out dates and launch dates must be on contract to assure optimum service.
22. Boats must be launched within five (5) working days of estimated launch date to avoid relocation charge.
23. Ten (10) days notice to be given before haul-out or splash. Harbor Isle Marina will make the best effort to launch boat stored on the requested date. Any changes in launch, due to storage location, etc., will be made at the discretion of the marina. **Three weeks notice is required if launch date is not on contract.**
24. Boats not launched by June 1 will be charged dry dock storage prorated to the date of the actual launch. A relocation charge may also result. Winter storage terminates on Memorial Day of the current year.
25. Harbor Isle Properties is not responsible for damage in handling of boats without rubrails.

MARINA RULES AND REGULATIONS

Owner has notice and shall abide by the following established yard rules.

26. Boat owner agrees that he/she is financially responsible for damages done to the docks and all other marina facilities by himself/herself or guests.
27. No use of overnight camping vehicles or other camping facilities allowed without the express written consent from Harbor Isle Marina management.
28. Customers will not carry or handle any containers of fuel while on the property of Harbor Isle Marina.
29. Please place your trash or garbage in a tied plastic bag and dispose of the bag in one of the dumpsters.
30. Pets will be on a leash at all times and will be walked in the area designated by Harbor Isle Marina. Owners will be responsible for cleaning up after their pets.
31. Please note any and all damage on boats on this agreement.
32. Unsafe or unsuitable cradles will be eliminated. Harbor Isle Marina will notify customers of repairs required to damaged cradles and will be repaired at owner's expense.
33. If electric service is required, boat owner must notify us so we can place the boat in a special area where electric is available. Electric may only be drawn from designated power boxes.
34. Decommissioning and commissioning of engines and equipment is additional. (See lay-up sheet.)
35. Minor repairs may be made by customers on their boats in OUTSIDE storage. Any other work to be done on the premises has to be pre-approved by management before work is started. In all cases, the customers must adhere to all Harbor Isle Marina fire and safety regulations.
36. Insurance regulations absolutely forbid any work in storage sheds. All work on boats in INSIDE storage will have to be done by Harbor Isle Marina personnel in special service buildings.
37. Moving boats to outside work areas will be billed at T&M, and require minimum two weeks advance notice.
38. **Boats needing extensive painting, repair and/or sandblasting must be scheduled at or before haulout.**
39. No sanding, grinding or scraping of boat bottoms on parking lots. Boats requiring this type of work shall be noted on the contract and will be placed in designated area. No spray painting will be done by anyone other than Harbor Isle Marina personnel.
40. Clean up of all debris is required on a daily basis by the storage customer or a clean up fee will be levied.