



## BOAT STORAGE AGREEMENT

### Owner Information

- Name: \_\_\_\_\_
- Address: \_\_\_\_\_
- Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_
- Email: \_\_\_\_\_

### Boat Information

- Boat Location: \_\_\_\_\_
- Location of Keys: \_\_\_\_\_
- Location of Main Power Disconnect: \_\_\_\_\_
- Boat Name: \_\_\_\_\_
- MC #: \_\_\_\_\_
- Make: \_\_\_\_\_
- Length: \_\_\_\_\_ ft    Beam: \_\_\_\_\_ ft
- Proof of Insurance Provided:     Yes     No

### Storage Type (Check One):

- Inside Heated Storage (\$8.50 per sq. ft.)
- Inside Cold Storage (\$5.50 per sq. ft.)
- Outside Boat Storage (\$3.00 per sq. ft.)

### Method of Cradling (Check One):

- Owner's Trailer
- Rent Jack Stands (\$25 each, minimum of 4)
- Rent Cradle (For boats 25 ft. or less)

### Scheduling:

- Preferred Fall Haul-Out Date: \_\_\_\_\_
- Preferred Spring Launch Date: \_\_\_\_\_

### Agreement Signature:

I have read and agree to the terms of this storage agreement. I understand that boats will not be launched or released until all charges—including service, materials, parts, and storage—are paid in full.

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## TERMS AND CONDITIONS

This Contract is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Ward Marina, Inc.**, a Michigan Corporation (“Company”), and \_\_\_\_\_ (“Owner”), who agree as follows:

The Company has spaces available for inside heated, inside cold, or outside winter storage. In consideration of the rates to be paid and the covenants and agreements to be performed by the Owner, the Company hereby permits the Owner to use the space allocated for winter storage.

It is mutually agreed that the Owner’s use of the space shall be governed by the following terms and conditions, as well as any additional conditions or rules established by the Company. Such additional conditions and rules shall apply whether listed on a Company boat storage contract mailed or delivered to customers or posted at Company offices.

**1. Period of Use:** The winter storage season begins annually on **September 15** and ends on **June 15** of the following year. If the boat is not used during the summer season, **half of the winter storage rate** will be charged.

**2. Payment:** If timely payment is not made, the Company may reassign the space and terminate this contract with **no notice**.

**3. Reservations:** To reserve your storage space, a **50% deposit** is required. **Payment in full** is due prior to fall haul-out.

**4. Cradles:** The Company does not charge for off-season storage of cradles or trailers if the boat was stored at the facility during the previous season. The Company is not responsible for the security or maintenance of any such cradles or trailers. Cradles or trailers for boats not in storage, and not removed from the premises by **November 1**, will be considered abandoned and may be disposed of or used by the Company at its discretion. If a boat is sold during the winter season, its cradle or trailer must be removed from the premises by **June 1** of the following spring. Handling charges may be assessed for any cradle or trailer not removed in a timely manner.

**5. Outside Labor:** The Owner agrees that while the boat is docked or stored on Company premises, no person or business entity shall perform labor, provide supplies, or install machinery or equipment on the boat unless they are (1) a Company employee, (2) subcontracted by the Company, or (3) specifically authorized in writing by the Company, and **minimum access fee of \$150** will be assessed for each instance.

**6. Working on Boats:** Only Company personnel, boat owners, and owners’ immediate families are allowed to perform work on boats stored on Company premises. Such work may only occur when boats are **outside** the storage buildings. **Owners may not perform any work on boats stored indoors.** If indoor storage owners wish to work on their boats, the Company will schedule and move the boats outdoors at the Owner’s expense (minimum \$150 access fee, as stated above).



**7. Liability:** The Owner understands and agrees that the Company is not responsible or liable for loss or damage to the boat or its contents caused by theft, fire, vandalism, malicious mischief, wind, water, acts of God, or any other cause—unless resulting from the negligence of the Company or its employees or agents. The Owner also acknowledges that the Company is not liable for injuries to the Owner, their family members, guests, invitees, or licensees while on Company premises—unless caused by the negligence of the Company or its personnel. The Owner agrees to indemnify and hold harmless the Company from any claims, losses, liabilities, or damages arising from the acts, omissions, or negligence of the Owner or their agents, employees, guests, or invitees, or from the Owner’s failure to comply with applicable laws or regulations.

**8. Collection:** The Owner agrees to reimburse the Company for reasonable legal fees and collection costs incurred in any legal action to recover unpaid amounts under this agreement or those secured by the liens described herein.

**9. Insurance:** The Owner is solely responsible for the care, condition, and insurance of the boat, including cradles and covers, while stored or docked on Company premises. The boat shall be fully insured by the Owner for property damage and liability. **Proof of insurance must be provided upon request.**

**10. Spring Launch:** Owners must provide **at least four (4) weeks' notice** for any changes to scheduled launch dates.

**11. Scheduling:** Haul-out and launch dates are subject to change due to weather, water conditions, or other factors at the Company’s discretion. The Owner agrees not to hold the Company liable for any delays beyond its control.

**12. Lifting and Hoisting:** The Owner is responsible for marking correct lifting points with hoist tags or indicators to protect underwater gear during haul-out.

**13. Contract Termination:** Failure by the Owner to comply with the terms of this contract or Company regulations may result in termination with **five (5) days’ written notice**, mailed to the address listed in this contract. (Except for non-payment, which may result in immediate termination as described in the Payment section above.) This contract does not guarantee availability of storage space in future seasons. Rental will be considered continuous year to year unless (1) this contract is canceled by either party with **30 days’ advance written notice** or (2) superseded by a new agreement. A current Boat Storage Contract should be signed annually, but the lack of a current signature shall not invalidate this agreement.