



# MARINE WINTER STORAGE CONTRACT

13400 Middle Gibraltar Rd  
Gibraltar, MI 48173  
734-676-6633  
info@humbugmarina.com

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between Humbug Marina, located in Gibraltar, MI, hereinafter referred to as the Marina, and Name (Boat Owner): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Ph #1: \_\_\_\_\_ Ph #2: \_\_\_\_\_ DL# \_\_\_\_\_

Email #1: \_\_\_\_\_ Email #2: \_\_\_\_\_

Year & Make of Vessel: \_\_\_\_\_ Power Boat \_\_\_\_\_ Sail Boat

Length (Over All)\*: \_\_\_\_\_ Beam: \_\_\_\_\_ Registration # \_\_\_\_\_ Boat Name: \_\_\_\_\_

Boat Owner will deliver said vessel on trailer or have the Marina haul out said vessel on or about \_\_\_\_\_ and place said vessel on the Marina's property for:

- Inside Winter Storage      Rack & Launch Building: Main Floor ends April 10-15, 20\_\_\_\_\_. In a Rack Ends April 22, 20\_\_\_\_\_.
- Outside Winter Storage - Power      East Building: ends May 31, 20\_\_\_\_\_.
- Outside Winter Storage – Sail boat      ends May 31, 20\_\_\_\_\_.
- Wet Winter Storage      ends April 10, 20\_\_\_\_\_.      Electric Meter Reading: November: \_\_\_\_\_ April: \_\_\_\_\_

Square footage: \_\_\_\_\_; Rate per square foot: \_\_\_\_\_.

\*Square footage is multiplying the boat LOA, including bow pulpit/anchor, swim platform, trailer hitch, and/or outdrives, etc by the beam. **NOTE:** We reserve the right to measure any questionable boats and correct the charges.

The hauling (out of and into the water) and storage charge for said vessel for said time period shall be the sum of \$ \_\_\_\_\_,

Transient fees: \$ \_\_\_\_\_

### **FULL PAYMENT TO BE MADE AT SIGNING OF CONTRACT.**

Re-block fees: \$ \_\_\_\_\_

**Total charge: \$ \_\_\_\_\_**

**PLEASE INITIAL BELOW:** It is mutually agreed that the following terms and conditions shall govern the entire transaction and constitute the entire agreement and contract between the parties.

- \_\_\_\_ 1. **LIMITATION OF MARINA LIABILITY:** The Marina, its agents and servants assume no liability whatsoever for, and the Owner hereby agrees to assume full responsibility for all loss, damage, theft, fire vandalism, malicious destruction, strikes, riots, acts of terrorism, Acts of God, loss resulting from inclement weather, rain, wind, snow, ice, freezing temperatures and dampness. The Marina shall not be responsible for loss or damage caused to any articles or equipment in said vessel; the owner assumes all risk of loss to articles and equipment in said vessel at all times referred to herein.
- \_\_\_\_ 2. **REGISTRATION AND INSURANCE:** The Marina requires Boat Owner to provide copy of registration or boat ownership upon completion and payment of Marine Storage Agreement. Boat Owner hereby agrees to provide complete liability and casualty insurance and acknowledges that the Marina does not provide any insurance protection whatsoever to the Boat Owner.
- \_\_\_\_ 3. **HAUL OUT AND COVERING:** The Boat Owner is to deliver said vessel to the designated haul out location at the Marina at its yard in Gibraltar, MI, and the Marina will haul same in its yard space for storage. Dry storage boats may be covered with shrink wrap or canvas only, **NO TARPS.** The Marina shall not be required to furnish any covering or protection to the vessel.
- \_\_\_\_ 4. **TIME PERIOD DECLARED/STORAGE FEES:** The time period covered by this agreement is understood to be from the date contracted above until the ending date that corresponds to the type of storage chosen. The Boat Owner agrees to remove said vessel on or before the applicable ending date for the type of storage selected. **IMPORTANT!** The Boat Owner further agrees to pay additional storage charges of .25 cents per linear foot per day for outside storage, or .40 cents per linear foot per day for inside storage, beyond the applicable storage ending date regardless of any seasonal discounts as well as a \$3/linear foot re-launch fee.
- \_\_\_\_ 5. **RE-BLOCK FEES.** If Boat Owner (of inside winter storage) decides to have the vessel blocked either time between (1) the haul out of the water and the placing of boat into the building, or (2) the removal of boat from the building and launching into the water, there will be a \$3/ft re-block fee charged either or both times.
- \_\_\_\_ 6. **OUTSIDE LABOR (CONTRACTORS):** The Boat Owner may work on the vessel while stored in outside storage. All outside labor must be pre-approved by the Marina and must provide proof of insurance with liability limits equal to Marina liability limits. Any pre-approved outside labor must check in at Marina's office during Marina's business hours before entering Marina's yard. Shrink-wrapping of vessel may be done by Marina or approved outside labor only. The Boat Owner shall not use open flames anywhere in Marina's yard. Boat Owner agrees that no work should be done on said vessel, except by the Marina while the vessel is stored inside Marina's buildings.
- \_\_\_\_ 7. **ELECTRICITY:** If vessel is wet stored in the Marina's harbor, the Boat Owner agrees to pay a flat rate of .15 cents per kilowatt-hour for all electricity consumed by the Boat Owner's vessel. All power must be metered. If you require more than one outlet, the office must be notified. The Marina reserves the right to inspect all vessels using electricity. The Marina agrees to keep a record of the electricity consumed by Boat Owner's vessel. Vessels stored inside of buildings or outside shall not leave any electric cords plugged in unattended.
- \_\_\_\_ 8. **SERVICE WORK:** This is a marine storage contract only. Any additional services such as vessel winterization, shrink-wrap, maintenance, and repair work, cleaning or other services available at the Marina will only be done when properly contracted for and paid for in advance. This can only be done through the Humbug Marina Service Department and by the proper execution of proper forms and payment of the estimated cost of the service in advance. Any service desired is the Boat Owner's responsibility to confirm the service requested and completion of the same. Any questions concerning this paragraph should be directed to the Marina Service Department.
- \_\_\_\_ 9. **MARITIME AND POSSESSORY LIEN ON BOAT:** If the Boat Owner's vessel requires repair services, winterization, or other services to be performed during the term of this agreement, it is agreed that such services, if undertaken by the Marina, are necessary and proper to the preservation of the vessel in a seaworthy condition and, as such, shall constitute a maritime lien of the vessel. Owner acknowledges that Humbug Marina claims a possessory lien on the vessel pursuant to the Michigan Marina and Boatyard Storage Lien Act 1998 PA 362 (MCL 570.372 et seq.). Owner further acknowledges that the amounts owed to Humbug Marina, and secured by this lien, include, but are not limited to (i) storage fees incurred as a result of owner's failure to timely remove the boat from Humbug Marina, including, but not limited to, moving costs.
- \_\_\_\_ 10. **AMENDMENT OF TERMS AND CONDITIONS:** Marina reserves the right to alter or amend the terms and conditions of this lease and license from time to time by (a) written notice to Boat Owner, and or (b) prominent publication by notice on Marina grounds. No failure of the Marina or its employees to enforce any of the terms and conditions of this agreement is or shall be considered to be a waiver of such terms and conditions in the absence of an express written waiver by the Marina.
- \_\_\_\_ 11. **HUMBUG MARINA GENERAL AND SAFETY RULES AND REGULATIONS:** By the execution of this agreement, Boat Owner acknowledges that he or she has received, read, understands and will comply with the Humbug Marina General and Safety Rules in effect on the date of this agreement. Any violation of said rules shall constitute a breach of this agreement and can result in termination of this agreement.

By: \_\_\_\_\_ Date: \_\_\_\_\_