



# RACK & LAUNCH CONTRACT

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Gibraltar, MI 48173

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This lease is made on \_\_\_\_\_, between Humbug Marina, located in Gibraltar, MI, hereinafter referred to as the Marina, and Name: \_\_\_\_\_, hereinafter referred to as Boat Owner, Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ PH #1: \_\_\_\_\_ PH #2: \_\_\_\_\_ Email: \_\_\_\_\_ Year: \_\_\_\_\_ Make/Model: \_\_\_\_\_ Boat Name: \_\_\_\_\_ Overall Length (inc. bow pulpit, swim platform, etc): \_\_\_\_\_ Beam: \_\_\_\_\_ Height: \_\_\_\_\_ Reg#: \_\_\_\_\_ for a \_\_\_\_\_ month period beginning \_\_\_\_\_, 20\_\_\_\_, ending \_\_\_\_\_, 20\_\_\_\_. The **TOTAL** charge for the vessel described above is \$ \_\_\_\_\_ for one Rack and Launch space.

A signed copy of this contract and **FULL PAYMENT** are due at the Marina Office prior to the start of the contract term. In the event Owner fails to pay the full balance by the start of the contract term, the Marina may terminate this contract and release the space. In such event, the owner's deposit, if any has been paid, shall be forfeited to the Marina as liquidated damages/administration fee. In the event that this contract expires and Owner has not renewed or vacated the rack space, **Owner agrees to pay 40 cents per linear foot per day for each day beyond the ending date of this contract that Owner's boat remains in the rack space.**

**PLEASE INITIAL BELOW:** It is mutually agreed that the following terms and conditions shall govern the entire transaction:

1. **NON-REFUNDABLE / TRANSFERABILITY:** Deposits and full payments made for spaces in the rack storage building are completely non-refundable and not transferable in the event the boat is sold. New owner must either sign a new Rack & Launch contract or remove the boat. Absolutely no refunds.
2. **LIABILITY FOR PERSONAL INJURY:** The Rack & Launch building is a work area and owners, family members, and guests are not allowed in the building at any time.
3. **INSURANCE:** Owner agrees the boat shall be insured at all times for fire, theft, indemnity and hull coverage and to furnish Marina with a certificate of insurance. Marina assumes no liability for fire, theft, or damage of any type or nature, to any boat, vehicle or items, arising out of or connected to the use of its facilities.
4. **OWNER RESPONSIBILITY:**
  - **HEIGHT RESTRICTIONS:** Owner agrees to remove or lower all equipment that extends above the windshield or arch prior to racking. This includes antenna, lights, fishing equipment and convertible/bimini tops, etc. Marina is not responsible for damage due to owner's failure to do so.
  - **TRIM TABS:** Trim tabs must be left in the upright position.
  - **STERN DRIVES:** Stern drives must be in the lowered and straight position.
  - **BATTERY SWITCH:** Vessel must have a visible battery switch. Owner agrees to switch off battery at all times when the boat is in the building.
  - **DRAIN PLUGS:** Drain plugs need to be in place at all times, except for winter storage.
  - Marina is not responsible for damage to any of the following: ladders left down, swim platforms, speedometer pick/up, transducers, trolling motors, attached accessories to the swim platform, ie dinghies, lily pads, etc.
  - **BOAT COVERINGS:** Owner must be aware that vessel is in a rack building stored with other vessels either above or below them. Mooring covers may get dusty from the building, or water marked from other boats. We recommend all boats be covered.
5. **FUEL LEVEL:** Owner is responsible for damage caused by and cleaning up of all fuel spills. Fuel levels should be no more than 3/4 of a tank.
6. **OIL LEAKS:** Owner is responsible for damage to his/her or other vessels caused by all oil leaks or drops from out drives or outboards. Boat Owner is also responsible for cleaning up of all oil leaks or drops from their outdrives or outboards, which are to be bagged prior to winter storage.
7. **FLAMMABLE SUBSTANCES:** NO flammable substances are to be stored on the boat. e.g. cleaning fluids or compounds, fuel cans, thinner, solvents, or propane.
8. **WORK:** The following rules apply to work performed on a boat on the Marina property.
  - All work must be done in the yard, absolutely **NO** work may be performed in the building. Service racks are provided.
  - If the work is being performed by an outside contractor, the outside contractor **MUST** register at the Marina office prior to commencing work.
  - No open flames are allowed in the yard and sand or hydro-blasting is only allowed with the Marina's prior approval,
9. **PARKING LOT:** Owner is entitled to leave ONE automobile in the parking lot while on board the boat. Additional automobiles may be left in the parking lot while using the boat only with permission of the Marina, and such automobiles are left at the Owner's risk. Cars and pick-up trucks only.
10. **CONDITIONS:** All boats shall be in appropriate physical, mechanical and electrical condition. Any boat that is not in appropriate conditions, at the sole discretion of Marina, may be removed or refused service by the Marina.
11. **MEASUREMENTS:** We reserve the right to measure any questionable boats and correct the charges. **LENGTH** includes bow pulpit, anchor, rail, swim platform, drive extension, dinghy and/or davit. **HEIGHT** includes lowest to highest point, ie keel to top of arch, radar, t-top, hard top. **BEAM** of boat is the manufacturer's published data unless altered.
12. **WINTERIZATION:** Boat needs to be winterized, bagged and tagged by OCTOBER 15. Service Dept reserves the right to winterize the vessel at boat owner's expense.
13. **SERVICE:** Owner is entitled to ONE (1) "out and in" per day during the season of April 15<sup>th</sup> to October 15<sup>th</sup>. Additional same day lifts subject to hoist fee.
- 13a **SERVICE:** Owner is entitled to ONE (1) "off" or "on" the trailer per agreement. Boats requested on or off trailer must be scheduled, Mon – Fri.
14. **NOTICE OF LIEN:** Humbug Marina, claims and has a lien pursuant to 1998 PA 362 the Michigan Marina and Boatyard Storage Lien Act, for unpaid charges for storage, rent, labor, materials, supplies, other charges and expenses of sale.
15. **GENERAL AND SAFETY RULES:** Boat owner acknowledges that he/she has received, read, understands and will comply with the Humbug Marina General and Safety Rules in effect on the date of this agreement. A violation of said rules shall constitute a breach of this agreement and can result in termination of this agreement.

Owner

Date