



MARINE WINTER STORAGE CONTRACT

2021-2022

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

This agreement, made on _____ between Humbug Marina, located in Gibraltar, MI, hereinafter referred to as the Marina, and Name (Watercraft Owner): _____

Address: _____ City: _____ State: _____ Zip: _____

Ph #1: _____ Ph #2: _____ Email: _____

Year: _____ Make/Model: _____ Boat Name: _____

Length (Over All) *: _____ Beam: _____ Registration # _____ Power Boat _____ Sail Boat _____ Pon/Tri-toon _____

* Square footage is multiplying the boat LOA, including bow pulpit/anchor/bow rail, 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.

Watercraft Owner will deliver vessel on trailer or have the Marina haul out vessel and place said vessel on the Marina's property for one of the following:

- INSIDE WINTER STORAGE**
 - R & L FLOOR: ends April 9-14, 20_____.
 - R & L RACK: ends April 22, 20_____.
 - 13300 Middle Gibraltar: ends April 15, 20_____.
- OUTSIDE WINTER STORAGE**
 - Power Sailboat ends May 31, 20_____.
- WET/WATER WINTER STORAGE** ends April 10, 20_____.

Square footage *: _____; Rate per sq. ft.: _____

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: \$_____

Fall Re-block fees: \$_____

Spring Re-block fees: \$_____

TOTAL CHARGES: \$_____

FULL PAYMENT TO BE MADE AT SIGNING OF CONTRACT.

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:** Watercraft Owner will provide copy of registration/vessel ownership upon completion and payment of Marine Winter Storage Contract. Watercraft Owner acknowledges that the Marina does not provide any insurance protection whatsoever, and agrees that watercraft, its contents and equipment including but not limited to motors, outdrives, etc will be insured at all times for direct physical loss including but not limited to fire and theft, and watercraft liability with limits of not less than \$500,000/occurrence and will furnish Marina with a certificate of insurance. Marina assumes no liability for fire, theft, or damage of any type or nature, to any watercraft, vehicle or any other items brought onto Marina premises rising out of or connection with the use of its facilities, and watercraft owner hereby holds harmless and indemnifies marina from any and all property or liability losses and waives any rights of subrogation of its insurer(s) may have or allege to have against the Marina.
3. **HAUL OUT AND COVERING:** The Watercraft 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 Watercraft Owner agrees to remove said vessel on or before the applicable ending date for the type of storage selected. **IMPORTANT!** The Watercraft Owner further agrees to pay additional storage charges of .35 cents per linear foot per day for outside storage, or .45 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 Watercraft 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 Watercraft 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 Watercraft Owner shall not use open flames anywhere in Marina's yard. Watercraft 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 Watercraft Owner agrees to pay a flat rate of .15 cents per kilowatt-hour for all electricity consumed by the Watercraft 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 Watercraft 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, 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 Watercraft 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 Watercraft 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 Watercraft 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, Watercraft 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: _____