



## 2023-2024 Winter Storage Agreement ("Agreement")

### **EXPLANATION OF STORAGE POLICIES & RELATED SERVICES**

#### **General Note:**

Boats may sit outside, both in the Fall and Spring, for a period of time. This will allow us to load and unload our sheds most efficiently. We will make every effort to ensure covers are on properly.

#### **Pick-up and Delivery:**

Boat pick-up and delivery are included in the storage price for all customers to/from the Harborage Marina.

If we're delivering your boat to a hoist that is seasonally positioned, we'll wait for you to confirm it's ready for delivery. Any extra time involved with delivery will be charged at our hourly labor rate.

Pick-up and delivery to other locations is laid out on the enclosed map, with the associated costs. If not shown on the map, pick-up and delivery will be charged at our hourly labor rate.

We offer a drop-off discount of \$1 per square foot. To be eligible, you must deliver your boat on the trailer to Boyne Boat Yard's Division Street location, (or the waterfront for Waterfront Storage customers) and then haul the boat away again in the Spring.

### **EXPLANATION OF STORAGE PACKAGES:**

#### **Waterfront/Outside Storage Includes:**

Waterfront/Outside Storage includes Fall haul, pressure wash bottom, holding tank check to confirm empty, battery disconnect, placing in lot on stands or cradle, launch in the Spring, battery reconnect, and confirmation of engine start.

Blocking and pads will be provided by BBY at no charge.

Any additional labor, including removal of stays to allow the travel lift to pick up the boat, will be at our standard labor rate.

Winterizing or summerizing of systems or engines will be at our standard labor rate.

Cradles BBY stores when not in use, and transports to/from the waterfront lot, will be assessed a \$300 handling fee.

For jack stands supplied by BBY, the rental fee will be \$35 per stand for the storage season. If the owner has stands that are used for their own purpose, stored and transported by BBY, there will be a flat fee of \$150 per storage season.

Storage does not include the use of any Harborage Marina Association or BBY electricity. The only exceptions are Harborage Marina slip owners who have approval to do so.

***\*All work on boats in storage (Inside, Outside, Waterfront) shall be performed by BBY personnel. Any work to be completed by tenant or outside contractor must be approved by BBY prior to commencement and shall require the proper insurance coverage and a signed agreement between BBY and the outside vendor or tenant. Please reference the attached "Rules and regulations for waterfront storage customers" document for further clarification.***

#### **Inside Storage, Cold or Heated, Includes:**

Included in this storage option is Fall haul, pressure wash bottom, holding tank check, Fall transport to storage shed, standing, battery disconnect, covering with thin plastic dust cover after any cosmetic work, Spring transport to the water, launch, battery reconnect, and confirm engine start.

Fall disassembly and Spring assembly required for transport to and from the storage sheds, such as bimini tops and radars, will be at our standard labor rate.

Dinghies transported and stored separately from the boat will be charged a flat \$400 fee. If they are still attached to the davits, the extra length will be included in the square footage used for storage amount calculation.

Battery maintenance, whether managed over the Winter because systems are too intricate to disconnect or charging in the Spring of batteries that were disconnected, will be done at our standard labor rate.

Winterizing or summerizing of systems or engine will be at our standard labor rate.

For jack stands supplied by BBY, the rental fee will be \$25 per stand for the storage season. If the owner has stands that are used for their own purpose, stored and transported by BBY, there will be a flat fee of \$150 per storage season.



## **TERMS AND CONDITIONS OF STORAGE**

### **NON-REFUNDABLE DEPOSIT:**

The invoice for your non-refundable deposit is approximately 50% of the storage amount. Payment of this non-refundable deposit will secure your storage space for the season and represents a binding contract between the customer named on the invoice and Boyne Boat Yard.

### **LEASE OF STORAGE SPACE:**

Subject to the conditions herein, Boyne Boat Yard, Inc (BBY) agrees to lease to the above Tenant, and the Tenant agrees to lease from BBY, Winter Storage "in or on" the facilities for the period from September 1<sup>st</sup> through June 1<sup>st</sup> of the following year. **Note: All Harborage Outside Storage boats must be prepared for launch by May 20<sup>th</sup>.** Square footage is based on beam multiplied by L.O.A. (Length Over All), which includes transom overhang, swim platforms, trim tabs, rudders, davits, outdrives, outboards, push pits, pulpits, and trailer tongues. All boats will be measured at time of haul out, any discrepancies will be added to or subtracted from the LOA and/or the Beam, and the final storage invoice will be adjusted accordingly.

Tenant hereby represents and warrants that Tenant is the sole owner of the boat subject to this Agreement. Any other individual(s) and/or entity(ies) with any ownership interest in boat **MUST** sign this Agreement. Accordingly, Tenant agrees to indemnify, defend, and hold harmless BBY against and from any legal claims by third-party(ies) having ownership interest in the boat and not signatories to this Agreement.

### **RULES & REGULATIONS:**

Tenant agrees to comply with all the Rules and Regulations of BBY, as well as the State, Municipal and County environmental Rules and Regulations. If the Tenant fails to comply with these Rules and Regulations, this Agreement may be terminated by BBY immediately, and BBY may remove the Tenant's boat from its leased facilities at the Tenant's expense.

### **LIABILITY:**

**(A) Bodily Injury or Property Damage to Tenant.** Tenant understands that BBY **DOES NOT INSURE** against any bodily injury or property damage to the Tenant, including any agent or invitee of Tenant, Tenant's boat, the contents thereof, or any other property of the Tenant on any portion of the BBY facilities, and such injuries and/or damage shall remain the sole responsibility of Tenant. Causes of such injury or damage shall include, but not be limited to, vandalism, malicious mischief, theft, or damages caused by wave action, storm, fire, ice or freezing, or the conditions of the facilities themselves. Tenant agrees to indemnify, defend and hold BBY harmless from any such bodily injury or property damage, even if caused by the gross negligence of BBY.

**(B) Bodily Injury or Property Damage to Others.** Tenant understands that BBY **DOES NOT INSURE** against any bodily injury or property damage caused by Tenant, his agents or invitees, to any persons or property, including the facilities, and such injuries and/or damage shall remain the sole responsibility of Tenant. Tenant agrees to indemnify, defend and hold BBY harmless from any such bodily injury or property damage, and agrees to carry insurance to insure the Tenant against any such liability.

**(C) Legal Clarification.** In addition to those liens arising under the State of Michigan or Federal law, as the owner of the boat ("Vessel Owner"), I grant Boyne Boat Yard, Inc. a security interest in the Vessel, its equipment, furnishings and other appurtenances, to secure sums due under this Agreement, including costs and attorneys' fees arising out of this Agreement. In accordance with the lien granted, I further extend to BBY a license to board the Vessel in the event of my default and remove any machinery, equipment or material BBY provided or installed. This license shall be deemed coupled with an interest and may not be revoked. This agreement shall be in effect for the above stated period unless sooner terminated by destruction of facilities by storm, ice, freezing, fire or any other occurrence.

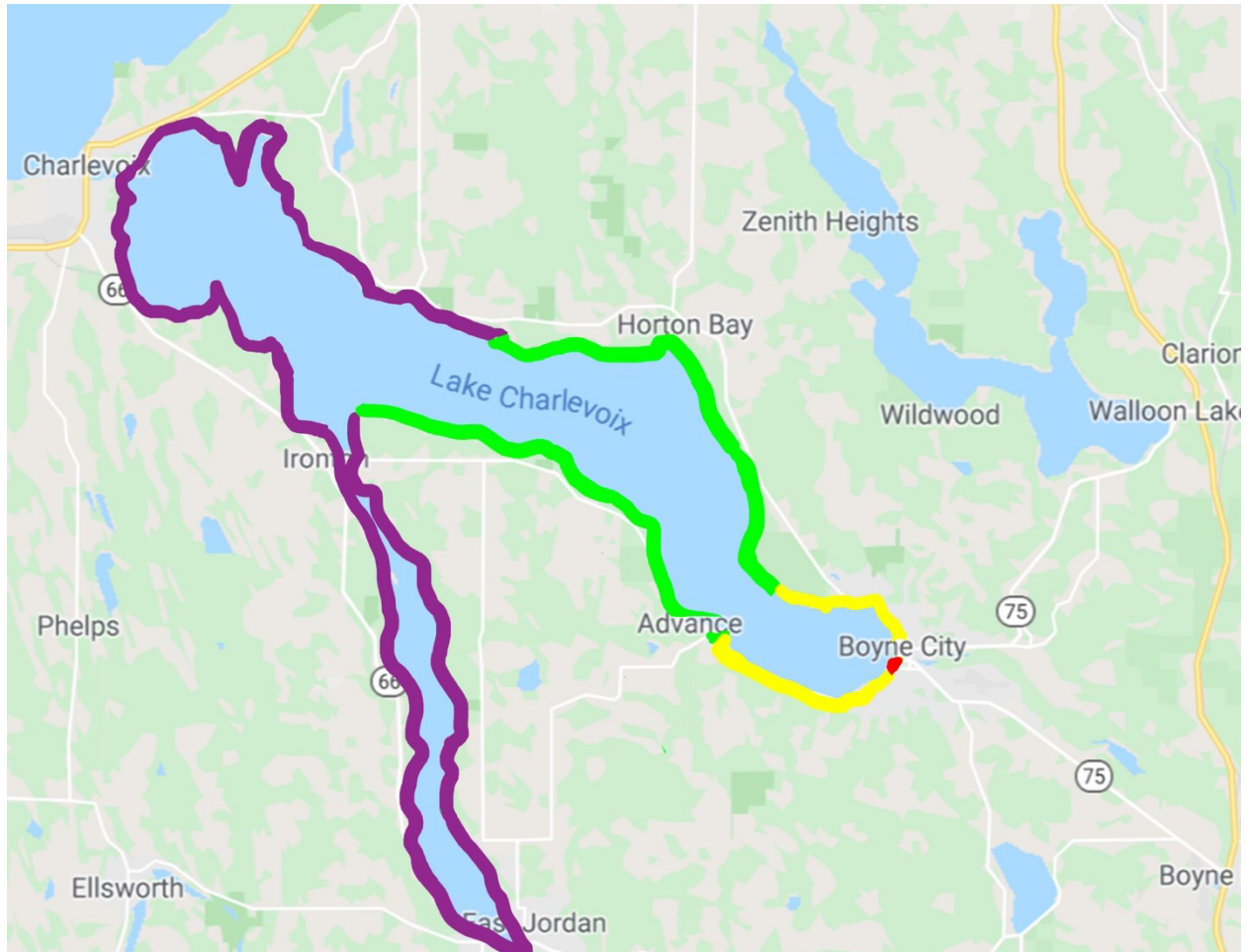
**(D) Insurance.** BBY recommends Tenant obtain adequate insurance coverage, if available, on boat for the risks set forth above, including but not limited to loss or damage to the boat and its contents. Tenant understands BBY **DOES NOT INSURE** against the above risks, and such risks are the sole responsibility of Tenant. All terms and conditions for storage, service, and parts are available upon request. Additionally, Tenant **IS REQUIRED** obtain liability insurance with a minimum coverage of \$500,000.00. BBY reserves the right to request proof of insurance at any time, and if Tenant fails to provide proof of adequate liability insurance within two weeks of the request, this Agreement may be terminated by BBY immediately, and BBY may remove the Tenant's boat from its lease facilities at the Tenant's expense.





***\*All work on boats in storage (Inside, Outside, Waterfront) shall be performed BBY personnel. Any work to be completed by tenant or outside contractor must be approved by BBY prior to commencement and shall require the proper insurance coverage and a signed agreement between BBY and the outside vendor or tenant.***

Terms are effective when the Storage Deposit Invoice is paid. The Rules and Regulations are subject to change upon reasonable notice.

I understand that payment of the storage deposit invoice will signify acceptance of the terms and conditions in the Storage Agreement, and payment in full is due at the time the boat listed on the invoice is physically placed in storage. By paying the storage deposit, I certify that I have read, understand, and agree to be bound by the Terms and Conditions of Storage (above).

**BBY**  
**BOYNE BOAT YARD**  
— A VAN DAM COMPANY —



	Red Zone / Harborage Marina:.....	\$0
	Yellow Zone: .....	\$50
	Green Zone: .....	\$100
	Purple Zone:.....	\$150

## **RULES & REGULATIONS FOR WATERFRONT STORAGE CUSTOMERS**

*For boats covered under a BBY OUTDOOR STORAGE CONTRACT or on BBY or Harborage Marina Association property as a guest or tenant of BBY, or as a subcontractor, all work shall be performed by BBY personnel ONLY except as allowed below. Any work to be completed by tenant or subcontractor must be approved by BBY prior to commencement, shall require the proper insurance coverage, shall require a signed agreement between BBY and the tenant or subcontractor, and must conform to the rules listed below which apply to ALL tenants and guests of BBY as well as any subcontractors on site whether invited by an owner or by BBY.*

- **Strictly Prohibited**

- Bottom painting or repair without proper BBY provided protection and permission
- Finishing of any kind, including varnishing, painting, oiling, or any other kind of surface treatment which creates dust or uses a liquid product without a proper shrink wrap envelope enclosing all areas to be worked on.
- Adjusting, modifying, or otherwise handling boat stands or cradles
- Servicing any engines, drives or other systems which risk the spillage of liquids
- Winterizing engines with any antifreeze not provided by BBY
- Leaving tools, materials or rubbish near the boat, cradle or stands with the exception of ladders neatly stowed and secured beneath boats on cradles
- Fueling, of any kind
- Living on or sleeping on any stored boat
- Stowing a boat in such a way that it is disruptive to neighbors (no flapping tarps, slapping halyards etc.)
- Any activity that risks the safety/stability of any stored vessel
- The use of the dumpster on property, which is for Harborage owners ONLY.

- **Allowed with permission** (Requires proof of adequate insurance and written agreement w/ BBY)

- Bottom painting with BBY provided protection.
- Paint and varnish projects if completely enclosed by shrink-wrap
- Winterization if using BBY provided antifreeze
- Buffing and waxing of hulls, provided that no residue is left on the ground
- General Rigging
- General cleaning
  - Soaps must be biodegradable and of the same composition as what would be used if your boat was in the water.
- Shrink wrapping or covering the boat by the owner
- Using electricity or water from the Harborage Marina Association or BBY
  - Harborage Marina Association power and water is available to Harborage Marina Slip Owners only.
- Outside contractors
  - BBY reserves the right to charge a subcontractor fee.
  - Outside contractors must check in at the BBY office on Division St



- Owners found in violation of these rules will be assessed a \$1,000.00 penalty and will be responsible for costs for any clean up required as a result of this violation. Both items will need to be resolved BEFORE the boat is launched. Further, BBY reserves the right to refuse storage to any customer found in violation of these rules.
- Any materials or mess left by the owner when the boat is launched will be cleaned up at the boat owner's expense
- All vehicles left in the parking lot after the 2<sup>nd</sup> Monday in September and before May 31 must be parked with keys available to the yard and are left at the owner's risk.
  - Keys can be left at the Harborage Marina Association office
  - BBY will also provide a secure location for keys.

***Boyne Boat Yard leases the parking lot from The Harborage Marina Association and so we ask all of our customers and guests to please be respectful of the fact that this is The Harborage's property and to please treat it as the beautiful property that it is. Thank you!***

***If you have any questions regarding these rules, please call the office at 231-582-5239***