



2026-2027 Winter Storage Agreement (“Agreement”)

EXPLANATION OF STORAGE POLICIES & RELATED SERVICES

General Note:

Boats may sit outside for a period, both in the Fall and Spring, to 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 to and from the Harborage Marina are included in the storage package price for all customers.

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

Pick-up and delivery to other locations will be charged at our hourly labor rate, plus a mobilization fee for any required vehicle use.

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

Waterfront customers please reference the attached “Rules and regulations for waterfront storage customers” document for further clarification.

EXPLANATION OF STORAGE PACKAGES

Waterfront/Outside Storage Includes:

Waterfront/Outside Storage includes Fall haul, pressure wash bottom (trailer boats will only have waterline pressure washed), placing in lot on stands or cradle, and launch in the Spring.

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

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

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

Jackstand and/or Cradle rental or handling is not included in the storage package and will be charged our current rates (see page 4).

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.

Inside Storage, Cold or Heated, Includes:

Inside storage includes Fall haul, pressure wash bottom, Fall transport to storage shed, standing, up to one hour of labor to decommission your boat for winter storage, (decommissioning includes emptying water tanks, preparing electrical systems for storage, removing perishables, inspections, and generally preparing the boat to sit for the winter) , Spring transport to the water and launch. Decommissioning exceeding one hour will be billed at our hourly labor rate.

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 based on their square footage. 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 commissioning systems or engines will be at our standard labor rate.

Jackstand and/or Cradle rental or handling is not included in the storage package and will be charged our current rates (see page 4).

TERMS AND CONDITIONS OF STORAGE

NON-REFUNDABLE DEPOSIT:

The invoice for your non-refundable deposit, which is approximately 30% of the storage amount, is due within seven days of issuance; if not paid within 30 days, invoice may be voided and your storage reservation cancelled. 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.

PAYMENT TERMS:

Tenant agrees that all invoices are due upon receipt unless otherwise stated. BBY reserves the right to charge interest on any unpaid balance at a rate of eighteen (18%) percent per annum, billed monthly, until paid in full. BBY may withhold launch, delivery, or release of the Tenant's boat and suspend any services until all outstanding balances are paid in full.

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 1ST through June 1ST of the following year. **Note: All Harborage Outside Storage boats must be prepared for launch by May 15th.** 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.

Tenant agrees that Boyne Boat Yard (BBY), its employees, agents, and contractors shall have the right to access, board, inspect, move, secure, maintain, or otherwise attend to the Tenant's boat at any time, with or without prior notice, for purposes including but not limited to safety, operational requirements, maintenance, emergency response, or enforcement of this Agreement. Tenant further agrees that such access shall not constitute trespass or unauthorized entry and expressly grants BBY a license coupled with an interest to enter the vessel as necessary. If BBY determines that access is required to protect the boat, other property, or the facilities, any related costs incurred shall be the responsibility of the Tenant.

Tenant agrees that access to BBY facilities and stored vessels shall be limited to BBY business hours, Monday through Friday, 7:00 a.m. to 3:30 p.m., unless otherwise approved by BBY. Tenant further agrees to comply with all BBY policies regarding facility access and safety. BBY reserves the right to restrict or deny access to the facilities or vessels at any time for safety, operational, or business reasons.

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 damage 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 person 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) Damage Claims. Tenant agrees to inspect the boat upon launch or first access following storage and shall notify BBY in writing of any damage claims within seven (7) days. Failure to provide written notice within this time period shall constitute a waiver of any such claims. BBY shall be given a reasonable opportunity to inspect any alleged damage prior to repair.

(D) 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-mentioned period unless sooner terminated by destruction of facilities by



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storm, ice, freezing, fire, or any other occurrence.

(E) 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** to 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.

(F) Jurisdiction/Attorney Fees: Tenant shall reimburse Boyne Boat Yard for BBY's actual and reasonable attorneys' fees and costs if BBY incurs any such fees/costs to collect any past due invoices or to enforce any provision contained in this Agreement.

(G) Severability: If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.

****All work on boats in storage (Inside, Outside, Waterfront) shall be performed BBY personnel. Any work to be completed by tenants or outside contractors must be approved by BBY prior to commencement and shall require 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).

LABOR, STORAGE & EQUIPMENT RATES (2026–2027)

Effective July 1, 2026 to June 30, 2027

LABOR RATES

All labor is billed hourly based on the type of work performed:

Mechanical, Carpentry, Ceramic, Cosmetic & Electrical: \$140.00/hour

Detailing: \$95.00/hour

New Systems Design: \$150.00/hour

STORAGE RATES (Per Square Foot)

Inside Heated Storage: \$11.50

Inside Cold Storage: \$8.50

Outside Storage (Owner's Cradle): \$6.00

Outside Storage (Jackstands): \$6.50

Summer Indoor Storage (24/7 Access): \$2.50

EQUIPMENT FEES (Per Use, Non-Storage)

Conolift:

Local: \$315.00

On-site Movement: \$100.00

Travel Lift:

Boat under 30': \$300.00

Boat 30'–39': \$400.00

Boat 40' and over: \$500.00

PICK-UP & DELIVERY

- Local transport billed at standard hourly labor rates
- Conolift fees apply when required

JACKSTAND FEES

Jackstand Rental – Inside:

Winter Season: \$30.00 each

Summer: \$10.00 each, per month

Jackstand Rental – Outside:

Winter Season: \$42.00 each

Summer: \$14.00 each, per month

Jackstand Handling (Transport & Storage):

(Fall 2026 to Fall 2027)

Flat Fee: \$400.00

CRADLE FEES

Cradle Rental (Inside or Outside):

Winter Season: \$400.00

Summer Season: \$100.00

Cradle Handling (Transport & Storage):

(Fall 2026 to Fall 2027)

Flat Fee: \$400.00

DROP OFF DISCOUNT

We offer a storage discount of \$1 per square foot for customers that do not need haul out services. 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 by 05/31/2027.

ANNUAL SERVICE PACKAGE DISCOUNT

We feel annual maintenance of your vessel is an integral part of maintaining your vessel; therefore, we offer a storage discount of 5% of your storage cost when you complete the ASP and credit will be given on your ASP invoice.

RULES & REGULATIONS FOR WATERFRONT STORAGE CUSTOMERS

For boats under a **BBY OUTDOOR STORAGE CONTRACT** or on BBY or Harborage Marina Association property, all work



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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 of work, 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 except for ladders neatly stowed and secured beneath boats on cradles.
- Climbing or ascending the mast or performing any work aloft.
- 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 were in the water.
- Shrink wrapping or covering the boat by the owner.
- Using electricity or water from the Harborage Marina Association or BBY.
NOTE: 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 and all outside contractors must check in at the BBY office on Division Street.

Consequences of Violations

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.

Important Notices

- Any material or debris left by the owner after the boat is launched will be cleaned up at the boat owner's expense
- After the 2nd Monday in September, and before May 31, all vehicles left in the parking lot must be parked with keys available to BBY. Vehicles and keys are left at the owner's risk. Keys can be left at the Harborage Marina Association office or in a secure location provided by BBY.

***We ask all our customers and guests to please be respectful of the fact that the Harborage Parking Lot, leased by BBY, is The Harborage's property. Please respectfully 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.***