

# ISLAND COVE MARINAS LLC WINTER STORAGE CONTRACT

This agreement entered into on this \_\_\_\_\_ day of \_\_\_\_\_, by and between Island Cove MarinaS LLC hereinafter known as the MARINA and \_\_\_\_\_ hereinafter known as the BOAT OWNER, subject to the following terms and conditions:

1. This SPACE RENTAL AGREEMENT is for the Winter Storage Period from October 1st to April 30th for boats (PWC's till Memorial Day). Additional fees apply for exceeding the Storage Period for those who do not also rent a wet slip as defined in the Terms and Conditions below.

Boat Owners Cell Number: \_\_\_\_\_ Email: \_\_\_\_\_

Boat Make, Model, Year, Length, Beam: \_\_\_\_\_

State Boat Registration #: \_\_\_\_\_

Name on Boat: \_\_\_\_\_

Engine Make, Model, Year: \_\_\_\_\_

Delivery Date to Marina: \_\_\_\_\_, 2024 Intended Launch/Pick Up Date: \_\_\_\_\_, 2025

NOTE: Please select the Storage, haulout, cleaning and shrink wrap, we will invoice you. Winter Storage & Wrapping needs to be PAID IN ADVANCE of hauling, wrapping and storing. Winterization service work will be billed seperately once that is completed. Additionally, Winter Storage requires a copy of your boat insurance policy on file with the Marina.

**SELECT THE DESIRED STORAGE, HAULOUT METHOD, SHRINK WRAPPING AND WASHING, THEN SIGN AND RETURN. WE WILL THEN INVOICE YOU.**

<p><b>DRY BOAT STORAGE</b></p> <p>O - OUTSIDE STORAGE \$20/FT</p> <p>O - INSIDE STORAGE \$40/FT (On customer trailers only) (Inside Storage is very limited, first come first served)</p>	<p><b>PWC STORAGE - Select desire spring launch timing</b></p> <p>O - INSIDE STORAGE \$260/PWC</p> <p>O - OUTSIDE STORAGE w/ SHRINK WRAP - Single \$250, Double \$300 on customer trailer</p> <p>O - Spring Launch _____ #1 - Before April 30, _____ #2 Mid May, _____ #3 Late May</p>
---	--

<p><b>RAMP HAULOUT &amp; LAUNCH - Pontoon and Mono-Hull Boats</b></p> <p>O - Pontoon - Customer trailer \$50</p> <p>O - Pontoon - Marina trailer, then put on blocks \$75</p> <p>O - Mono-hull - Customer trailer \$25</p>	<p><b>CRANE HAULOUT/LAUNCH - Select desired haulout/launch timing</b></p> <p>O - Fall Haulout Schedule: _____ Sept 16-20 _____ Oct 14-18 - \$325</p> <p>O - Spring Launch _____ #1 - Mid April, _____ #2 Early May, _____ #3 Pre-Memorial Day</p> <p>O - Not on planned haulout/launch schedule, add \$50</p> <p>O - Blocking fee \$75</p>
--	--

<p><b>SHRINK WRAPPING at Marina, include pulpits in length</b></p> <p>O - Boats upto 20 ft - \$15/ft</p> <p>O - Boats over 20 ft - \$17/ft</p> <p>O - Boats with beams over 9' add \$2/ft</p>	<p><b>BOTTOM WASHING &amp; ACID WASH</b></p> <p>O - Hand wash bottom with paint - \$13/ft</p> <p>O - Pressure wash bottom without paint - \$10/ft</p> <p>O - Boat Acid wash - \$15/ft (non painted only)</p> <p>O - PWC Acid wash - \$70</p>
---	--

**TERMS AND CONDITIONS**

1. **LIMITATION OF MARINA LIABILITY:** The MARINA, its agents and servants assume no liability whatsoever for, and the Boat 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. 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. Boat owner may contract only with the Marina for shrink wrapping, no outside vendor is allowed to shrink wrap on Marina property. Haulout fee also covers the Spring launch of the said boat.

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 for days stored outside the Winter Storage period unless the Boat Owner rents a wet slip at the Marina.

5. **OUTSIDE LABOR (CONTRACTORS):** All outside labor must be pre-approved by the Marina and must provide proof of insurance with liability limits equal to Marina liability limits. 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.

6. **MARINA OPENING AND CLOSING SCHEDULE:** The Marina will officially close for the season the Saturday prior to Thanksgiving and reopen on April 1st each year. Any access to the Marina must be pre-approved by the Marina 2 weeks in advance. Boat hauling and shrink wrapping must be scheduled to be completed prior to October 30th for boats on trailers. All Crane lift haulouts must be done on either the haulout block 1 scheduled for Mid-September or haulout block for Mid-October. Crane required haulouts that miss those 2 haulout blocks need to secure Marina agreement to do individual haulouts at an incremental cost of \$50 to the \$325 crane haulout fee.

7. **ELECTRICITY:** There is no electrical service to the boat yard during the Winter Storage period.

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 by the Marina when properly contracted for and paid for in advance. No outside contractors are allowed to perform service work on the Marina property.

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 further acknowledges that the amounts owed to 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 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. **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 Marina 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.

Boat Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Island Cove Marinas LLC: \_\_\_\_\_ Date: \_\_\_\_\_