



317 Clairpointe, Detroit, MI 48215 Phone: (313) 483-4078

2016-2017 WINTER STORAGE CONTRACT

Owners Name:

Home Phone:

Office Phone:

Address:

E-mail Address:

Cell Number:

Boat Name:

Registration:

State:

Make:

Length:

Beam:

Total Sq. Ft. :

Insurer:

Policy #:

TOTAL CONTRACT AMOUNT.....	\$
Deposit amount upon receipt of Contract.....	\$
Amount Due September 30, 2016 or before storage commences...	\$

OWNER, who has read and does understand and agree to the terms and conditions on all three pages of this form proposes, by affixing his or her signature below and initialing pages 2 and 3, to enter into a contract with KAM Marine for the 2016/2017 storage season.

Owner's Signature

Date

TERMS AND CONDITIONS

•Boats placed in winter storage will remain in storage until April 1st. If the owner wants the boat out of storage before April 1st it will be subject to moving at owner's expense.

•We reserve the right to charge additionally for unusual, difficult, or poorly maintained boats and/or cradles.

1. Winterize/Spring Service must be contracted through the yard manager.
2. Storage prices do not include the removal of spars, rigging, etc. Covers Y frames for boats to be furnished by Owner, installation extra.
3. All repair work is for cash and all bills and accounts must be paid in full before the boat is scheduled for spring launching.
4. Winter storage charge payable before haul out. 1 ½% monthly interest due after ten (10) days, if any balance is due.
5. The Company does not assume any responsibility or liability to the Owner for any loss or damage to said boat from fire, water, wind or theft, nor does the Company assume any responsibility or liability of any

Owner's Initials

character for any personal injury to the Owner or to anyone whom he may invite upon the premises of the Company, it being agreed that the boat owner, for his own protection, shall carry insurance covering the risks aforesaid and the Company shall have the benefit of such insurance in all aspect as if it were a named insured. The Company does not assume any responsibility or liability to the Owner for the loss of any articles or equipment that may be left the boat or in the boat well above mentioned or in the docking space. The Owner agrees to indemnify and hold the Company harmless from any losses and expenses, including any attorney's fees arising from any claims asserted against the Company by the Owner or third party, including, but not limited to, claims for property damage or personal injury, except for losses caused by the Company's willful misconduct or gross negligence. The failure of the Owner to obtain insurance shall constitute a material and substantial breach of this agreement.

6. There will be an additional storage charge for all boats on land after June 1st, retroactive to May 1st.
7. There will be a service charge for moving any boat if not ready for launch.
8. Connections for electricity to boats not permitted while boat is unattended and/or inside storage.
9. All boats must be ready for water by April 15th.
10. Unless spring service is performed by the engine shop, the owner assumes responsibility for any defect which may cause the boat to be not seaworthy.
11. Dinghies, Bowsprits, Swim platforms, and bumpkins, etc., extending beyond the length of the boat will be considered additional length and will be charged accordingly.
12. There will be no sanding in the yard or building without prior approval by Yard Manager.
13. "For Sale" signs will not be allowed on the boat. At no time can a boat be shown unless the Owner is present. The Marine office has to be notified either by Owner or broker of the sale of the boat. Company and Company Contractors must be paid in full prior to consummation of sale.
14. Positively NO OPEN FLAME TOOLS ALLOWED.
15. Gasoline or other volatile liquids shall not be transported or stored on the Company property by the boat Owner or anyone for him. It is agreed that upon violation of this provision, the Company shall have the right to immediately cancel and terminate the contract.
16. The space allotted will be kept in a neat and orderly condition, and free from anything which may be a fire or other safety hazard.
17. Yard does all work below rub rail. It is understood that competitive or outside labor will not be allowed on any boat in the yard or in any outside dockage or covered well, unless the Owner and the competitive/outside labor execute a Hold Harmless Agreement, in form and substance acceptable to the Company, in its sole discretion.
18. Being an essential service to the operation of the boat, the Owner agrees that the Company shall have a lien on Owner's vessel or vessels and all property thereon for unpaid storage services and space rental charges, in addition to all other liens or remedies provided by Michigan Marina and Boat Yard Storage Lien Act.
19. The Company shall not be liable for any damage or loss by fire, theft, wind, floods, strikes, riots, acts of God or the public enemy.
20. Owner hereby acknowledges receipt of a copy of this contract and has read and agrees to be bound to all the terms therein.
21. Unless otherwise specifically stated in this Agreement, the failure of the Owner to comply with the terms of this provision shall give the Company the right to terminate this Agreement on ten (10) days written notice delivered by first class mail to the Owner's last known address without refunding any of the storage fee. The Owner must remove the vessel within five (5) days of the effective date of termination this Contract, of the Owner shall be subject to additional charges for storage.

Owner's Initials

