

Whiskey Island Marina & Wendy Park  
2800 Whiskey Island  
Cleveland, Oh 44102-2251  
Phone: (216) 631- 1800 Fax: (216) 631-0990

## **WHISKEY ISLAND MARINA** **2011 WINTER STORAGE AGREEMENT**

Last Name: \_\_\_\_\_

=====  
Type Storage:     Outside                     Inside Heated\*\*\*                    Rack/Floor  
=====

I, the undersigned, wish to reserve the winter storage space identified above by placing a non-refundable deposit, as stated below, with Whiskey Island Marina. The term of this agreement shall commence on October 16, 2011 and terminate no later than April 30, 2012.

**\*\*\*All inside heated floor storage vessels must be at the marina by October 25, 2011 and prepared for launch by April 15, 2012. ANY BOATS NOT SCHEDULED TO BE LAUNCHED BY APRIL 24<sup>TH</sup> WILL BE CHARGED AN OVERSTAY FEE PER DAY UNTIL THE VESSEL HAS BEEN LAUNCHED.**

### **1. Boat Data and Conditions of Storage**

- 1.1 This Agreement pertains only to the Owner's boat ("Boat") described in Schedule A.
- 1.2 Whiskey Island Marina will not be responsible for any freezing damage to water systems, engines, generators, or accessories of boats which have not been scheduled with signed work orders seven (7) days prior to the first hard freeze as determined by the National Weather Service.
- 1.3 **Whiskey Island Marina reserves the right to use shoring in the event that the Owner's cradle is unsound. All cradles must be labeled with Owner's name, boat type, and boat name.**
- 1.4 Hoist sling positioning tags are required to insure exact sling location in order to protect underwater gear during the hoisting procedure. Whiskey Island Marina is not responsible for damage to any underwater gear of boats without such tags as referenced in section 2.1.
- 1.5 Hull plugs WILL be removed on outside storage boats provided WHISKEY ISLAND MARINA has winter serviced the vessel.
- 1.6 Operating electric heaters inside of boats in storage is prohibited. Shore cords should never be left plugged in when not attended.
- 1.7 No sailboat spars will be stored on deck of any boats in the storage building.
- 1.8 **All boats must be ready for launch by May 1st or it may be necessary to move the boat, at the discretion of the Marina management, at the Owner's expense and will be liable to pay for summer storage as referenced in 2.6.**
- 1.9 Owner represents that he is the registered owner of the Boat described in Schedule A and that the address given below is his/her last mailing address. Owner agrees to provide Marina with a copy of the registration of the Boat, and to promptly inform the Marina of any change in his/her mailing address and that in the absence of doing so, Marina may rely upon the stated last address.

### **2. Winter Storage**

- 2.1 Marina shall provide winter storage for Owner's Boat. Owner acknowledges that Marina shall have sole discretion to designate the storage space allocated to Owner's Boat. Marina reserves the right to move Owner's boat at any time within Marina's premises or when moored at temporary docking facilities. Owner agrees that Marina shall not be liable for the care of or protection of the Boat, its appurtenances, or for any loss or damage of any kind or nature to the Boat, or contents, however caused, unless such damage or loss is directly caused by the negligent act or omission of the Marina or its employees.
- 2.2 Marina shall not be liable for any losses, damages or injuries due to theft, fire and vandalism, acts of God or any other cause to boats, vehicles, equipment, contents or any other property on Marina's premises. Owner will hold Marina harmless for any damage to or breakage of trim tabs, antennas left up, speedo pick-ups, transducers, or outboard motor units, stern drives, etc., including hull, which are underwater at the time the boat is lifted in or out of the water. Owner agrees that his use of Marina's winter storage space entails no warranty of any kind as to the condition of the piers, walkways, gangways, ramps, buildings, aprons, or loading areas, nor shall Marina be responsible for injuries to persons or property occurring upon Marina property for any reason.
- 2.3.1 Owner understands that between November 1, 2011 and April 1, 2012 access to marina property is limited to daylight hours.

- 2.4 OWNER is prohibited from entering rack or service buildings. Any service work by Owner or contractors must be done on outside racks provided by the Marina. **(Children must be accompanied by adults at all times.)**
- 2.5 Subject to other provisions herein, Owner's privileges include winter storage and parking in appropriate areas of the Marina parking lot.
- 2.6 Failure of Owner to remove his Boat from Marina premises by the end of the Agreement Term (April 30, 2012) shall be deemed unauthorized and the Marina may have the Boat removed and stored elsewhere at Owner's expense and risk. Marina expressly disclaims any responsibility for Owner's Boat under such circumstances. **Any boat not removed, not scheduled to be removed or launched by April 30, 2012 will be subject to summer storage rates until boat is removed or launched.**

### **3. Owner's Covenants**

- Owner hereby covenants and agrees that:
- 3.1 Owner shall not permit any solicitors, brokers, salespeople, workers or prospects on or about the Boat while it is in the Marina unless previously approved by Marina.
  - 3.2 Rights and privileges granted under this Agreement are personal and not assignable by Owner for any reason whatsoever, unless Marina gives prior written approval, which approval shall not be unreasonably withheld. Any attempt by Owner to assign his rights or privileges under this Agreement may result in immediate termination of this Agreement and the Agreement Term. In such event, Owner shall receive no refund of money paid through the date of the attempted assignment.
  - 3.3 Owner's Boat shall not be provided storage unless and until Owner pays Marina any and all fees and charges required hereunder and, for all inside heated winter storage boats, a copy of Owner's boat insurance policy or verification thereof by Marina personnel, is established. Access to Marina may be denied unless and until all fees and charges are paid.
  - 3.4 Owner hereby accepts and shall abide by Marina's Rules and Regulations, which are available upon request and posted within the Marina.
  - 3.5 Owner shall abide by all other Marina rules, regulations and policies, and all laws pertaining to marina operations, all safety rules and provisions, speed limits, warning signs and any and all other indications of public or private safety.
  - 3.6 **Owner shall obtain and maintain continuously such personal liability insurance and property damage insurance as are sufficient to cover any loss due to damage or theft and to protect Owner and hold Marina harmless against any loss or damage made by reason of injury or death to person or damage to property and resulting to or caused by Owner's Boat or other property or persons using same regardless of cause or reason. Owner shall provide evidence of insurance for his boat and equipment against damage or theft.**
  - 3.7 Owner authorizes the Marina to move the Boat as may be required in the event of any emergency or to avoid loss or damage to Marina property. Owner further agrees that Marina shall not be liable for any damage to the Boat caused by such moving of the Boat, as referenced in section 2.1.
  - 3.8 Owner is responsible for properly securing his boat at the dock with sufficient mooring lines of size and quality to properly and safely moor vessel

### **4. Security Agreement**

- 4.1 This Agreement constitutes a Security Agreement whereby Owner (as Debtor) hereby grants to Marina (as Secured Party) a lien and a security interest in and to Owner's Boat, together with any additions to and contents of such Boat, to secure payment of any and all amounts due Marina under this Agreement. Owner further agrees that Marina has all the rights of a secured party under Ohio Revised Code Chapter 1309.

### **5. Termination**

- 5.1 In addition to the remedies available to Marina in Sections 2 and 3.2, Marina may terminate this Agreement immediately upon written notice without refund to Owner at Owner's last known address if Owner violates or permits violation of or fails to perform any of Owner's covenants, duties or obligations hereunder, including such duties and obligations as are contained on Schedule B, Harbor Rules and Regulations, as periodically amended.

Whiskey Island Marina & Wendy Park  
2800 Whiskey Island  
Cleveland, Oh 44102-2251  
Phone: (216) 631- 1800 Fax: (216) 631-0990

- 5.2 Marina may terminate this Agreement for any reason regardless of cause after mailing to Owner by ordinary United States mail written notice of termination at least twenty (20) days prior to the termination date; provided, however, that if Marina terminates this Agreement and the Agreement Term under this Section 5.2, Marina shall refund to Owner the pro rata portion of all fees charged hereunder.
- 5.3 In the event of termination of this Agreement and the Agreement Term under Section 2, 3.2, 5.1, or 5.2, if Owner fails to remove Owner's Boat and/or other property from Marina's premises, Marina is hereby authorized to remove such Boat and property at Owner's expense and risk, to store such Boat and property at any location at Owner's expense and risk, and to retain any balance or pre-paid fees and other charges as liquidated damages. Charges for storage of the Boat and other property shall be equal to the storage facility's rates then in effect.

**6. Indemnification**

- 6.1 Except as otherwise provided for in this Agreement, neither party shall be liable to the other for or be required to indemnify the other for consequential, special, indirect or incidental damages arising out of this Agreement.
- 6.2 Marina shall not be liable to Owner for liquidated or consequential damages of any kind arising out of the Termination of this Agreement by Marina.

**7. Miscellaneous**

- 7.1 This Agreement is executed in the City of Cleveland, State of Ohio and all disputes, controversies and interpretive matters hereunder shall be governed by Ohio law.
- 7.2 This Agreement constitutes the entire Agreement between Marina and Owner regarding the subject matter hereof and all other written or oral agreements, arrangements, representations, understandings, statements and warranties regarding the subject matter hereof are merged and superseded by this Agreement. This Agreement may not be amended unless by a written instrument signed by both Parties, except as provided in Section 7.3 herein.
- 7.3 The Marina's Rules and Regulations (available upon request and displayed within the Marina) may be amended by Marina from time to time, in Marina's sole discretion, for the safety, health and welfare of persons using storage or dockage space. Notice of any such amendment shall be made by placing a copy of such amendment on or about the assigned dock, or on Owner's Boat or in a public place in the Marina Store and shall be deemed to amend this Agreement automatically without further action by the Parties.
- 7.4 All provisions of this Agreement are severable and no provision hereof shall be affected by the invalidity of any such provision.



Whiskey Island Marina & Wendy Park  
 2800 Whiskey Island  
 Cleveland, Oh 44102-2251  
 Phone: (216) 631- 1800 Fax: (216) 631-0990

		\$ AMOUNT
Inside Heated*	Rate x Square Footage =	
Outside**	Rate x Length	
Shoring	Rate x Length	
Mast Stepping	Rate x Length	
Misc Fees/ Credits		
Tax 7.75% (Tax only on storage not shoring)		
Grand Total		

**\*\*\*\*\*All vessels not scheduled for launch by April 30<sup>th</sup> will be charged land storage fees up to \$1/ft per day as well as re-shoring fees up to \$5/ft per move**

\* Inside heated and outside storage require a 50% deposit, balance due prior to arrival of vessel or October 1<sup>st</sup>.

\*\* No vessel will be lifted or launched until all services are paid in full.

**Automatic Payment Authorization**

Whiskey Island Marina & Wendy Park  
2800 Whiskey Island  
Cleveland, Oh 44102-2251  
Phone: (216) 631- 1800 Fax: (216) 631-0990

I authorize Whiskey Island Marina to charge my MC / Visa credit card for my dockage payment(s) either:  
\_\_\_\_ Please charge my credit card in accordance to the payment terms in  
Section 7.

OR

\_\_\_\_ I will send my payment(s) when they are due in accordance with Section  
7 and Whiskey Island Marina has my authorization to charge my credit  
card if the payment is more than 10 days late.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Credit Card# \_\_\_\_\_ Exp. Date \_\_\_\_\_

**ANY ALTERATIONS MADE ON THIS CONTRACT WILL NOT BE HONORED UNLESS GENERAL MANAGER APPROVAL AND SIGNATURE IS RECEIVED.**

IN WITNESS WHEREOF, the parties have set their hands as of the day and year written below.

\_\_\_\_\_  
Signature Date By: \_\_\_\_\_  
Whiskey Island Marina Date

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State & Zip

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone # (s)

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

**\*\*\*No boat will be hauled out, provided storage, or launched until contract is paid in full.\*\*\***

**Deposit Information**

Amount \$ _____	Schedule A _____ (Cust/Boat Info)
Method: Cash : _____ Receipt# _____	Schedule B _____ (Rules & Regulations)
Check#: _____	Veh. Sticker(s) _____
Credit Card # : _____	Gate Card(s) _____
Exp. Date: _____	Registration _____

(Revised 9/22/2011)