



**ANCHOR'S WAY MARINA
2022-23 BOAT STORAGE AGREEMENT**

Date: _____

Owner Information:

Name: _____

E-Mail Address: _____

Street Address: _____

City, State, Zip Code: _____

Phone: (Home) _____ (Cell) _____

(Emergency Name and Phone Number) _____

Boat Information (the "Boat"):

Manufacturer: _____

Name of Boat: _____

Year of Boat: _____

Registration No.: _____

Draft: _____

Length: _____ Width: _____

Combination: _____

Key Location: _____

Primary Use of Boat: Fishing Sailing Motoring Other _____

THIS BOAT STORAGE AGREEMENT (this "Agreement") is made between AWM OPERATIONS LLC, a Michigan limited liability company doing business as ANCHOR'S WAY MARINA ("AWMO") and _____ ("Lessee").

AWMO and LESSEE HEREBY COVENANT AND AGREE AS FOLLOWS:

1. **Storage.** a) This Agreement for boat storage is not a bailment and is subject to the terms and conditions set forth herein. Lessee recognizes their Boat could be stored at other facilities and acknowledges that the amount charged for storage at AWMO is disproportionately small in comparison to the value of the Boat and the risks of damage to the Boat during storage. Lessee also acknowledges that this Agreement was negotiated with AWMO whom Lessee understands would reasonably charge substantially more absent these terms and conditions.

b) Lessee shall rent: (i) outdoor storage area or (ii) indoor storage, located at Anchor's Way Marina, St. Joseph, Michigan (the "Marina") from AWMO for winter storage season at a cost of \$_____. To reserve your boat storage, you must return a signed copy of this Agreement and make a non-refundable deposit of 25% of your 2022 rate by **October 7th, 2022**. A valid credit card must be provided at the time of reservation. The remaining balance is due by **November 15th, 2022**. Please make checks payable to "AWM OPERATIONS LLC" and mail to:

AWM Operations LLC
143 Anchors Way
St. Joseph, Michigan 49085

If a check is not provided before **November 15th, 2022**, to cover the balance, the credit card will be billed plus a service fee of 3% of the remaining balance. In the event no credit card has been provided; the storage space being held may be released for others to occupy. The balance due and proof of insurance is required before your boat may enter the marina for storage.

c) When you sign up for indoor storage you will be given a form to fill out that specifies a spring launch date. We will try to put your boat in the building in accordance with your launch date (the latest launches in the back and earliest in the front). In the event that you need to be moved because you desire an alternative launch date you will be charged a fee for the labor incurred to move the boat to allow for other boats to be launched.

d) Lessee is **REQUIRED** to arrange in advance for a haul out date. Lessee understands and agrees that the Boat will be hauled out at such time as to best suit the lifting schedule of AWMO and that all subsequent work and service to the Boat will be done in accordance with AWMO work schedule.

e) Storage includes fall haul out, pump out, power wash of boat bottom, and spring launch. The following items are not included with basic storage: preventative maintenance inspection, un-stepping masts, installation of winter covers, shrink wrapping or winterizing engines, water systems or other equipment.

2. **Lease Term.** The Term of this Agreement for storing your Boat is from or after **October 1st to June 1st, 2022**, subject to weather conditions and water level. All boats must be removed from storage at the Marina by **June 1st, 2022**, or summer storage rates will apply, unless your Boat is scheduled to be launched. Lessee acknowledges this Agreement's provisions shall extend to periods before and after the dates listed above if the Boat is present at AWMO beyond such date(s) and if no other applicable written agreement has been executed. Once the Boat is launched, the term of this Agreement is ended and Lessee shall have full responsibility for the Boat. No refund or rebate of the storage fee will be allowed if this Agreement is canceled for any reason prior to the expiration of its term.
3. **Insurance.** Lessee's boat must be covered by a marine insurance policy and AWM Operations LLC shall be named as an additional insured. Evidence of insurance must be submitted with this Agreement or with final payment prior to storage. Lessee shall take any and all necessary precautions to secure the Boat while stored on AWMO's premises. Owner releases AWMO from any and all liability from loss, injury or damages to persons or property sustained while in or on the Marina facilities or premises. Lessee agrees to hold AWMO harmless from subrogation claims of his/her insurance company. AWMO does not carry insurance covering the Boat or other property of Lessee.
4. **Yard Rules.** The following rules shall apply while the Boat is being stored:
 - Lessee shall furnish his own ladder for access while in storage.
 - All yard owned ladders, etc. are for the exclusive use of the yard. Any use by Lessee are at his/her risk.
 - Lessee agrees to remove all combustible materials, chemicals and rags from the Boat prior to storage.
 - Tying storage covers to the jack stands/cradles is prohibited.
 - Never attempt to adjust or reposition jack stands.
 - No bottom sanding is allowed without the use of a dustless sander & proper tarp.
 - Electric heaters/open flames are not allowed inside or outside the Boat while in storage.
 - Electric power cords shall not be left plugged in overnight while the Boat is in storage.
 - Shrink wrapping by anyone other than employees of AWMO is prohibited.
 - Lessee is prohibited from sleeping on their vessel under storage contract.
 - Lessee may only access yard during business hours, unless otherwise arranged.
 - Any and all tools or materials shall be put away when you leave and are not to be left on the ground around the vessel.
 - Tarps may not be used as a boat cover for winter storage.

5. **Limitations on Use and Marina Regulations.**

- a) Lessee may only use outside labor for minor repairs to his/her boat, but Lessee shall notify AWMO before doing so and obtain written consent. No parts, equipment, tools or other materials shall be placed on the docks, walkways or stairs which could interfere with the rights and privileges of other lessees. If the Lessee uses an outside or independent contractor to perform work with the written consent of AWMO, Lessee must notify the Marina Manager of the contractor to be employed. The contractor must fulfill the following requirements:
- 1) The contractor must register in advance at the Marina office.
 - 2) The contractor must provide AWMO with a written Certificate of Insurance.
 - 3) AWMO must be shown as named insured and also as an additional loss payee.
 - 4) The contractor must sign an indemnity waiver.
 - 5) The contractor must work during normal business hours.
 - 6) The Lessee or contractor is not permitted to work inside any building.
 - 7) A service charge may apply.

Lessee agrees to indemnify and hold harmless AWMO from any personal injury or property damage or any liability, losses, damages, or expenses caused in conjunction with work performed by contractors hired by Lessee during the term of this Agreement.

- b) Boats and trailers must be checked in with office and will only be parked in designated areas. Violators will be subject to a bill from AWMO for any moving services related to vehicles or trailers. All trailers/cradles and masts are REQUIRED to be labeled with owners' name
- c) All sailboat halyards must be secured to mast to eliminate clanging.

6. **Notification Requirements.** Prior to haul out, Lessee agrees to make available to AWMO pertinent information as to any special underwater fittings or hull configurations or the fittings or instruments above or below deck of a special nature, and further agrees that should those features be damaged by any cause, AWMO shall not be liable unless damage is due to the negligence of AWMO.

7. **Boat Handling.** Lessee understands and agrees that AWMO may handle, launch, haul out and/or cradle the Boat for any reason whatsoever, and that if the handling or removal is determined to be in the interest of the Lessee, for the convenience, protection, and/or safekeeping of the Boat, that those services will be chargeable to Lessee. A daily dockage charge per AWMO or the Storage building's daily transient rate sheet for boats shall be chargeable if the Boat remains at the launching slip beyond the weekend following notification of Lessee of the launching of the Boat. Lessee further understands and agrees that AWMO is not responsible for any scratch, gouge or abrasion whatsoever to the Boat, unless the damage is due to the negligence of AWMO.

8. **Waiver of Liability and Indemnification.** This Agreement is for storage only. AWMO is not responsible for theft or damage of any kind to Lessee's Boat, its contents, gear or equipment. AWMO has made no warranty, expressed or implied, as to the condition of the parking lots, walks, ramps, common docks or equipment and shall not be responsible for injuries to persons or property damage occurring thereon.

LESSEE'S STORAGE OF THE BOAT SHALL BE AT LESSEE'S SOLE RISK. AWMO, ITS EMPLOYEES, AGENTS, MANAGERS AND MEMBERS SHALL HAVE NO LIABILITY TO LESSEE FOR THEFT, DAMAGE OR VANDALISM OF THE BOAT OR ITS CONTENTS WHILE IN STORAGE OR WHILE BEING TRANSPORTED BY AWMO. LESSEE AGREES TO HOLD HARMLESS AND INDEMNIFIES AWMO, ITS EMPLOYEES, AGENTS, MANAGERS AND MEMBERS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, DEMANDS, ACTIONS, CAUSES OF ACTION, OR LIABILITY OF ANY KIND FOR INJURIES TO ANY PERSONS OR PROPERTY RESULTING FROM THE STORAGE AND/OR TRANSPORTATION OF THE BOAT; AND LESSEE HEREBY AGREES TO HOLD HARMLESS AND INDEMNIFY AWMO, ITS EMPLOYEES, AGENTS, MANAGERS AND MEMBERS FROM ANY AND ALL LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION OR LIABILITIES TO ANY PERSON OR ENTITY BY REASON OF ANY ACT OR FAILURE TO ACT ON THE PART OF LESSEE, HIS AGENTS, EMPLOYEES, INVITEES OR GUESTS IN THE USE OR STORAGE OF THE BOAT.

9. **Damages.** Lessee is responsible for damage to dock structures and pilings as well as all other Marina facilities used by Lessee its family, guests and invitees. Lessee agrees that only reasonable and customary use will be made of the docks and facilities covered hereby.
10. **Negligence Exclusion.** Lessee acknowledges that Lessee is responsible for the Boat and any persons brought to AWMO by Lessee or otherwise present at AWMO as Lessee's invitees. Lessee agrees and understands that AWMO shall not be held in breach of contract or negligent (not amounting to gross negligence) for any dollar damages due to (a) injury to persons including death or (b) damage to any property including the Boat and its contents. This exclusion of any claim by Lessee and Lessee's invitees for breach of contract or negligence (not amounting to gross negligence) includes any incident arising in any way from this Agreement and storage of the Boat at AWMO, regardless of whether caused by AWMO' or its agents' acts or omissions, wind, rain, snow/ice, flood, sinking, fire, spillage, power outage, structural or mechanical failure, theft, vandalism, or any other event.
11. **Boat for Sale.** This Agreement is not assignable without the written consent of AWMO. Lessee agrees to give AWMO written notice of any sale or other transfer, prior to conveyance of the Boat, stating in full the new owner's name, address and telephone

number and the terms of the transaction concerning any charges accrued against the Boat. Lessee will not be allowed to post "For Sale" signs on the Boat while the Boat is on AWMO property without the written consent of AWMO.

12. **Cradles.** AWMO reserves the right to refuse to use any Lessee-furnished cradles which AWMO management feels are not safe or adequate. Unsafe cradles will be repaired prior to use at Lessee's expense. Unless the Lessee has signed a new contract with AWMO for the following winter season storage, Lessee shall remove all cradles by **June 1st, 2022**. Should the cradles, trailers or masts be left in storage with AWMO after June 1 of next year, an additional charge of \$200.00 will be charged for summer storage.
13. **Emergency.** In the event of any emergency affecting Lessee's Boat or other boats or persons or property, AWMO, in its sole discretion, reserves the right to move the boat provided that AWMO shall not be required to provide this service. In the event such service is provided, Lessee will be billed at the local prevailing rates for the service rendered and Lessee shall be required to pay all costs incurred by AWMO on Lessee's behalf. Lessee shall indemnify, defend, and hold AWMO its agents, employees, members, and managers safe and harmless from any liability, injury, loss, cost, or damage caused by or resulting to Lessee's boat due to an emergency situation. Lessee agrees to leave one complete set of keys with the office.
14. **Compliance with Local Ordinances.** Lessee further agrees to comply with all laws, including all police, fire and sanitary regulations and all other Ordinances and Statutes of the City of St. Joseph, County of Berrien, State of Michigan, and any other governmental authority having jurisdiction over the Marina premises. Lessee agrees that there shall be no discharge of oil, antifreeze, solvents or other chemicals or waste onto or into the ground or water.
15. **Utilities.** The use of Marina electrical service is prohibited except by special permission. The permitted use of electrical service is subject the payment of established fees.
16. **Enforcement.** AWMO reserves the right to amend or enact additional limitations on use and regulations in its sole and absolute discretion. Breach of any of the terms of this Agreement or posted notice in the Marina office or posted notice on the AWMO Website (www.anchorsway.com) or violation of the storage procedures is cause for immediate termination of this Agreement.
17. **Cost of Enforcement.** In the event AWMO must resort to legal process to enforce any of the terms of this Agreement or storage procedures, Lessee shall be responsible for all such enforcement costs, including but not limited to attorneys' fees and court costs. All late

payments due under this Agreement will be subject to a late charge of 5% and interest from the date due at the rate of 1.5% per month until paid.

18. **Lien.** AWMO has all the appropriate liens, state or federal, on the Lessee's boat, motor, and all accessories to secure any and all fees, rents, repairs or other accessories or any other services or materials rendered to or supplied to Lessee. In the event Lessee becomes delinquent in payment for fees or other charges as described in this section AWMO shall have the right to take over the property of the Lessee and secure the property to the slip or store it in any location. AWMO shall be entitled to a possessory lien on the Boat and/or equipment for any and all monies owed by Lessee to AWMO for said charges, work performed, services rendered, and materials furnished to the Lessee, the Boat or the Boat's equipment. AWMO may refuse to permit any stored items to be removed from the Marina premises until all the terms and conditions of this Agreement have met. Such possessory lien may be enforced in accordance with Public Act No. 362 of 1998.
19. **Force Majeure.** AWMO shall not be liable for any damages arising out of a total or partial failure to perform hereunder, or delay in such performance, by reason of any event or occurrence beyond its control, including, without limitation, acts of God, wars, acts of a public enemy, acts of the Governments of any state or political subdivision or any department or regulatory agency thereof, quotas, acts of any person engaged in subversive activity or sabotage, fires, floods, explosions, or other catastrophes, epidemics, pandemics or quarantine restrictions, strikes, lockouts or other labor stoppages, slowdowns or disputes. It is understood and agreed that the foregoing provisions shall have the effect of excusing delay under this Agreement by AWMO for such time as is occasioned by any of the aforesaid conditions.
20. **Miscellaneous.** AWMO reserves the right to lease or refuse to lease to any person for any good and pertinent reason. Any violation of this Agreement or the rules and regulations shall at option of AWMO permit this Agreement to be terminated by AWMO. No smoking is allowed in storage buildings or elsewhere in the vicinity of boats. If Lessee shall fail to pay AWMO for its storage or other work orders and/or have the Boat launched or removed at the end of the storage term and has not entered into an agreement with AWMO for summer storage or to stay on site, it is agreed that the Boat shall be considered abandoned and AWMO shall have the right to exercise its rights as permitted under Michigan law.
21. **AS IS Condition.** THE AREA FOR STORAGE AND ALL PROPERTY ARE BEING LEASED IN THEIR "AS IS" AND "WHERE AS" CONDITION. AWMO MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, AS TO THE CONDITION OF THE WALKS, RAMPS OR OTHER MARINA FACILITIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR WHICH ARE EXPRESSLY EXCLUDED. LESSEE ACKNOWLEDGES THAT IT HAS INSPECTED THE CONDITION OF THE AREA FOR STORAGE AND ALL PROPERTY AND ACCEPTS THEM IN THEIR "AS IS" AND "WHERE AS" CONDITION. AWMO IS NOT RESPONSIBLE FOR INJURIES TO PERSONS OR PROPERTY OCCURRING THEREON.

Signature page to follow

LESSEE:

Date Signed: _____

AWMO:

AWM OPERATIONS LLC

By: _____

Its: _____

Date Signed: _____

Credit Card Information:

Name: _____

Number: _____

Exp. Date: _____

Security Code: _____

Thank you for your patronage!