



# Boat Storage Agreement

September 1<sup>st</sup> – May 31<sup>st</sup>

Please return this form with your down payment. Checks made payable to: City of Alpena. This agreement will not be accepted if it is not fully completed and signed.

## OWNER'S INFORMATION

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

## VESSEL INFORMATION

Type:  Sail  Power

Vessel Name: \_\_\_\_\_ Vessel Mfg: \_\_\_\_\_ Year: \_\_\_\_\_

Length Overall\*: \_\_\_\_\_ Registration #: \_\_\_\_\_

Beam Size: \_\_\_\_\_ Insurance Company: \_\_\_\_\_

Method of Storage:  Cradle  Stands  Trailer

Pump Out Service Needed:  
 Yes  No

Mast Storage Requested:  
 Yes  No

*\*Length Overall (LOA) must include the swim platform, bow pulpit and the anchor*

## PAYMENT INFORMATION

Payment Option:  Cash  Check  Credit Card  
*(add a 3% service fee for credit card payments)*

TENTATIVE HAULING WEEK\*: IN \_\_\_\_\_ OUT \_\_\_\_\_

*\*Dates available first come first serve.*

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Alpena Marina, herein known as MARINA, and \_\_\_\_\_ herein known as OWNER.



All dates are approximate. OWNER will need to call to coordinate a more precise date. If boats must be moved by reason of OWNER's failure to haul or keep launch dates, OWNER may be charged an additional fee for each boat moved.

MARINA will furnish the services ordered by the OWNER(S) as indicated on Marina's rate schedule attached hereto at the rates and charges as shown for the items ordered, and the OWNER(S) will pay the charges in full when billed by Marina. Payment is due on a net 30-day basis and a .5% per month charge will be imposed on any amount not paid when due. This is an effective interest rate of 6% annum. **NO BOAT WILL BE LAUNCHED OR MOVED UNTIL FULL PAYMENT IS RECEIVED.**

Boats or other property left in the yard have a lien upon them and may be sold if charges are not paid. Such sale will take place at public auction in accordance with the laws of the State of Michigan.

OWNER will provide proof of insurance to include, where applicable, pollution coverage on their vessels and equipment.

Winter storage season shall be September 1<sup>st</sup> through May 31<sup>st</sup>. Exceptions may be made to these dates by prior written approval of the Harbormaster.

The haul and launch week as established herein will be observed by MARINA as nearly as possible in keeping with its boat handling capacity and as the weather and other uncontrollable conditions permit, including force majeure.

Sufficient lines, fenders, and other necessary tie-up gear will be furnished aboard the boat by the OWNER(s) prior to launching, and the OWNER(S) accept full responsibility for the condition of such gear and for any damage that may result from its failure.

MARINA shall not be required to provide tie-up facility after launching as a condition of the agreement. Regular rates will be charged for any tie-up facility occupied commencing on the date of launching, and MARINA may move the boat from time to time as may be necessary for best utilization of its docks and moorings. Boats may be rafted if necessary.

Prior to lift out, OWNER(S) agree to make available to MARINA information pertinent to any special underwater fittings or hull configurations or fittings or instruments above or below deck of a special nature, and further agrees that should damage be incurred thereto for any reason, MARINA shall not be liable therefore.

OWNER(S) warrant that the hull is in sound condition and capable of being hauled by our marine travelift without damage to it or Marina lift.

If a sailboat is stored mast up, the headsail must be removed prior to haul out.

MARINA reserves the right to refuse any OWNER(S) furnished cradles which the MARINA or its designated agent feel are not safe or adequate. Cradles/stands left on marina property for boats not



stored, docked, or moored at City of Alpena Marina will become the property of Marina, or a storage fee will apply unless previous written arrangements have been made.

Trailers owned by OWNER and stored on any City of Alpena owned property are done so at no expense to the customer, including any transporting of trailer made by the MARINA. However, the City of Alpena, nor MARINA will not be held responsible for theft, damage, personal injury or property damage done to trailers in any way, except for its negligence. OWNER(S) agrees to hold harmless the City of Alpena.

Boat covers will not be tied to boat stands at any time. any boat cover found tied to stands will be retied by MARINA and charged to OWNER(s) at regular labor rates. Condition of covers, frames, etc., retied by MARINA will be the responsibility of the OWNER(s).

MARINA shall incur no liability of any kind whatsoever for any damage resulting from fire, it being understood that the OWNER(S) shall carry such fire insurance as they desire for their protection. Nor shall MARINA be liable for any damage resulting from any strike, riots, or act of God, which includes all the elements, including force majeure. All vessels shall be handled at the OWNER(S) risk subject to reasonable care and handling. MARINA shall assume no liability for the condition of the Vessel.

OWNER(S) shall remove from the boat prior to storage all paints, thinners, gasoline cans or other materials which constitute a **DANGER** of fire both for the protection of MARINA and for other boat owners. MARINA does not undertake to examine any stored boats for such dangerous material; however, MARINA reserves the right to remove any such material should it be encountered in any craft during the process of hauling, storage, decommissioning, or repairs. All perishable food items must be removed from boat at time of haul out for storage or service.

The OWNER(S) recognize that outdoor spaces and yards are not fenced, and that MARINA does not provide security guard services. MARINA will provide periodic observation of the boat exterior and cradle or stands. MARINA does not inspect decks, scuppers, cabins, hull interiors or covers for soundness, water leaks or other damages from any cause including weather, theft, and vandalism. Insurance regulations restrict anyone from remaining overnight on boats on shore while in storage.

MARINA shall not be responsible for the loss of any articles or equipment left on the boat. Items not affixed to the boat should be removed by the OWNER(S) for safekeeping. MARINA likewise shall not be responsible for any fuel left in the boat, nor for any damage due to freezing. It is agreed that MARINA has been relieved of the aforesaid liability because of the low rate charged by it, and that higher rates are charged by MARINA if it is to be held liable for such loss or damage.

The OWNER(S) may employ outside help to do work on the boat while in storage. When work is being done by the OWNER(S) or by the volunteer or employed outside help, such work must be conducted in such a manner that will not hinder the work of others or create a hazard or cause damage that may result from their failure or the failure of their volunteer or employed workers (other



than employees of MARINA) to observe the conditions of this agreement. All outside vendors must provide proof of insurance, satisfying City of Alpena Marina management. When arriving at the City of Alpena Marina to service any vessel, all vendors must notify the marina upon arrival at the marina's office. All vendors must perform services during normal business hours unless arrangements have been made with the Harbormaster in advance.

No person shall discharge oil, antifreeze, solvents, or oily bilges into the water. Overboard discharge of heads, holding tanks or oily bilge water within the marina is strictly illegal. Maintaining and repairing your boat invariably involves the use of chemicals and generation of waste that must be stored, managed, and disposed of in strict compliance with federal, state, and local environmental regulations. The OWNER agrees to be environmentally responsible for all products used by themselves, their repair facilities, and their crewmembers. Toxic materials such as paints, thinners, antifreeze, fiberglass resins and solvents, used and oily rags, old fuel, used oil, and many other products must not be dumped on the ground or disposed of in the yard trash cans or dumpsters. **The OWNER agrees to comply with the boat yard Environmental Policies as posted at the yard.** The OWNER agrees to be responsible for and hold the yard harmless against any liability for any violation of the environmental policies caused by the OWNER, crew members or other authorized agents and associates. When possible, the owner shall utilize recycling programs available for these materials.

OWNER(s) are responsible for cleanup of all scraping, sanding, and grinding of bottoms, topsides, brightwork, etc., in a manner that all removed material is to be collected and disposed of in appropriate trash containers. Methods shall be taken including, but not limited to drop cloths, tenting, and dustless sanding systems confine all materials for removal and disposal for major sanding and stripping operations. When light or minor sanding operations are undertaken, the work shall be done in a manner including but not limited to trapping, sandbagging run off locations and preventative sweeping and proper disposal which prevents all sanded materials from running into the storm collection system including direct release into the harbor basin. Any and all methods used by OWNER(s) may be subject to inspection and approval by MARINA. All onsite painting shall be by roller or brush only. There will be no spray painting onsite. No spraying of fiberglass will be allowed onsite.

We require all OWNER(s) and Marina customers to comply with applicable State and federal laws. No vessel will be allowed at the facility if it is not equipped with functioning, approved sanitation equipment. We reserve the right to inspect vessels at our facility for compliance.

**OWNER(s) are responsible for cleanup around their areas and will be charged if this is not done to MARINA'S satisfaction. No boat will be launched until work areas are cleaned up satisfactory to MARINA's representatives.**

**If the OWNER fails to properly execute any of the requirements of this agreement, the MARINA shall notify the OWNER, in writing, of the failure to perform and shall give the OWNER 5 calendar days to correct the situation. If the OWNER has not resolved the issues after the**



**allowed time, the OWNER shall have the right to correct the issues and bill the OWNER the cost of doing the corrective measures.**

MARINA will not accept or allow to remain at the MARINA, any boat that is, in the MARINA'S opinion, in an unsafe or unusable condition.

The boat storage service as provided for herein includes haul-out in the fall, the space required for storage, and launching in the spring. All boats left at MARINA docks for hauling will be hauled as scheduled, weather permitting. In the event that the OWNER(s) elect to keep the boat in storage into the next storage season, no credit will be allowed for the omission of the spring launch. (nor the omission of the fall haul-out pursuant to the storage agreement covering the next storage season). MARINA does not offer summer storage, therefore, prior to May 30th, OWNER(S) must remove boats from MARINA property. Any boat not removed by May 30th will be assessed a \$50.00 per day fee until removed unless prior approvals has been obtained by the Harbormaster.

OWNER(S) expressly undertakes and agrees to the foregoing terms and conditions and agrees to hold MARINA harmless with respect to damage or loss to or of the Vessel and/or its outfit, except as such damage and/or loss may be conclusively attributed to MARINA'S negligence, and this undertaking is provided to induce MARINA to enter this agreement.

I (We), the undersigned, have read and agree to abide by all the terms and conditions set forth on this Agreement.

\_\_\_\_\_ date \_\_\_\_\_  
**City of Alpena Marina**

\_\_\_\_\_ date \_\_\_\_\_  
**Owner(s)**

\_\_\_\_\_ date \_\_\_\_\_  
**Owner(s)**