

If You Have A Prop, We Are Your Shop!



120 Kettle Creek Road, Toms River, New Jersey 08753 Office (732.255.6154)

Winter Storage Contract October 15, 2018 April 15, 2019 **boat must be launched by April 15,2018**

This agreement is between Marine Unlimited LLC. (Hereinafter referred to as "Marine Unlimited" & the owner & the boat identified below here in after referred to as "Owner"). THIS AGREEMENT IS TO RENT SPACE OF SUFFICIENT DIMENTION NEEDED TO ACCOMMODATE THE PROPERTY BELOW DESCRIBED. IT IS NOT A BAILMENT.

Owners Name: _____

Address: _____

Owners Contact and Boat Information:

Cell Phone: _____

Boat Make& Model: _____

Home Phone: _____

Boat Name: _____

Email: _____

Boat LOA: _____

HULL ID # : _____

Boat Year / Color: _____

Owner agrees to purchase and pay for One (1) of the following 2018 / 2019 Winter Storage options:

_____ ***Winter Ground Storage at Marine Unlimited Up to 28' - \$32.00 Per Foot + Tax LOA**

_____ ***Winter Ground Storage at Marine Unlimited 29'- 39' \$35.00 Per Foot + Tax LOA**

_____ ***Winter Ground Storage at Marine Unlimited 40'- 45' \$38.00 Per Foot + Tax LOA**

_____ ***Winter Ground Storage at Marine Unlimited Over 45' Call for price**

_____ ***Winter NON Heated Indoor Storage at Marine Unlimited - \$65.00 Per Foot + Tax LOA**

_____ ***Winter Indoor Heated Storage at Marine Unlimited - \$100.00 Per Foot + Tax LOA**

_____ **Winter Boat & trailer Storage at Marine unlimited arriving on land - \$27.00 Per Foot + Tax LOA**

_____ **Jet Ski / Wave Runner (Includes Winterization and Shrink Wrap) \$375.00 Per Unit + Tax**

_____ **Winter RV Storage at Marine Unlimited \$5.00 per ft per month + Tax**

*** WINTER STORAGE FEE INCLUDES A HAUL OUT IN THE FALL, POWER WASHING ONLY OF THE BOTTOM, BLOCKIN AND RE-LAUNCH IN THE SPRING. "LOA" Means the actual overall length of your boat**

LENGTH OVERALL ("LOA") _____ **FEET**

COST PER FOOT: \$ _____

SUBTOTAL: \$ _____

MU CREDIT (IF QUALIFIES): \$ _____

NJ SALES TAX: \$ _____

WINTER STORAGE TOTAL: \$ _____

_____ Initial _____

Storage and Winterize Payment Terms

All customers must provide valid credit card information when completing the 2018 winterization and winter storage form regardless of actual payment method. Your credit card will only be charged if you are using it as your method of payment, or if your outstanding bill is not paid in full within 15 days from the date of completion. Any customer who has a returned check from the bank will be charged a return check fee, (for each time the check is put through for payment from bank) as well as bank fees & processing fees. Winter Storage is non-refundable if your boat is taken prior to end of season. **100% of storage amounts must be paid with signed storage and winterization forms. Winter storage season is OCTOBER 15 2018 THROUGH APRIL 15 2019. If arrangements have not been made by April 15 for spring launch your boat will be subject to a daily yard storage fee of \$.50 per foot per day. If boat is not off premises by this date & results in having to be moved for other customers launching or yard reasons etc., additional fees will be charged to you and you will be held 100% responsible for payment prior to launch.** _____ Initials

Winter storage includes all of the following: _____ Initials

- 1.) Hauling boat from Marine Unlimited Marina lift basin to yard storage area.
- 2.) Power wash hull below the waterline, (Note: Moderate to heavy barnacle growth requiring scraping will be an additional \$2.50 per foot.)
- 3.) Acid Power wash boat \$4.50 Per foot/LOA
- 4.) Detergent wash at waterline.
- 5.) Blocking boat in storage yard. (Note: Yard will be closed after normal business hours.)
- 6.) Launching boat in spring.

KEYS MUST BE PROVIDED FOR ALL STORED BOATS

All Boats remaining in the storage yard after **April 15** other than boats stored for repairs being made by Marine Unlimited, Boats under a brokerage agreement with Marine Unlimited or Boats which have a valid and fully paid summer 2019 storage contract with Marine Unlimited are subject to a storage fee of \$.50 per day per foot LOA plus moving and re-blocking charges.

All winter storage fees MUST BE PAID IN FULL UPON SIGNING OF CONTRACT

Debit cards and all major credit cards are accepted

Rules and Regulations: _____ Initials

- 1.) No one including the boat owner may live aboard the boat/RV/trailer while it is in storage for any length of time.
- 2.) No work may be performed on the boat in the yard without the prior consent from Marine unlimited.
- 3.) No boat is permitted to be plugged into electric while the owner is not present.
- 4.) Customers performing their own services must disconnect all batteries when not working on the boat.
- 5.) Owner represents and warrants that the owner is the lawful owner of the boat and that the boat does not contain any environmentally hazardous materials or safety issues.
- 6.) Owner must maintain and show proof of liability and property damage insurance with a minimum of \$300,000 of coverage naming Marine Unlimited LLC as additional insured.
- 7.) No outside contractors are permitted to work on Marine Unlimited LLC property without the express written consent from the service department manager and upon providing proof of liability insurance naming Marine Unlimited LLC as additional insured in the amount of \$1 million. **A fee of 10% will be charged for all outside subcontractors, if fee is not paid by subcontractor within 30 days from date of service, customer/individual signing this contract, will be 100% fully responsible for the 10% fee.**
- 8.) Customer agrees to leave all batteries and sufficient tie lines with the boat prior to turning the boat over to Marine Unlimited for storage and or winterization. The customer understands that an additional fee will be assessed if these items are not provided with the boat. (Please note, Keys must be left in the boat or with the service department.)
- 9.) If you're dropping off your boat at a Marine Unlimited slip it is the customer's responsibility to make sure all lines are properly tied and the boat is secured. Marine Unlimited is not held responsible for any damage to the boat while in our slip.

10.) All Black and Gray water holding tanks are the boat owner's responsibility and must be emptied prior to storage and winterization. **There will be a \$250.00 charge if Marine Unlimited has to empty the holding tanks.**

_____ Owner Date _____

Limitations of liability, Insurance Release, Indemnification. Please read this document carefully as you are obligating yourself to Marine Unlimited LLC. This is fully intended to be a legally binding contract.

INSURANCE: Owner shall at all times while the boat is in route, at, and after departure from Marine Unlimited, and at owners own cost and expense, maintain liability and property damage insurance and hull coverage. (Which insurance shall provide primary rather than secondary coverage) on the boat with liability limits in amount sufficient to ensure performance by owner of the hold harmless and indemnity provisions contained herein, and shall have Marine Unlimited expressly identified in the insurance policy as an additional named insured. Owner shall in any event carry liability insurance and property damage insurance with accidental pollution coverage with limits of at least \$300,000. Marine Unlimited LLC requires the owner to provide before delivery of the boat to the facility evidence satisfactory to Marine Unlimited of compliance with owners obligation to insure. Owner's failure to comply or to demonstrate compliance, with this provision, however does not in any way constitute a waiver by Marine Unlimited of this provision. In its sole discretion Marine Unlimited has the right to refuse to except for storage any boat for which proof of the required insurance is not presented.

_____ Initial

LIENS; RIGHT TO REFUSE TO RELEASE THE BOAT; AND NO WAIVER OF WAREHOUSEMAN'S LIEN

Owner warrants agrees and represents that owner will pay all charges set forth in this agreement as billed by Marine Unlimited and Marine Unlimited shall be entitled to a possessory lien against the boat for any and all monies due and owing Marine Unlimited under this agreement. Marine Unlimited shall have all liens provided on the United States Federal Maritime Law, State Law, and such other liens, rights, and remedies including the right to sell the boat at public auction, as each may be applicable. The parties expressly agree that Marine Unlimited shall have the right to refuse to release the boat or permit the boat to leave the facility unless and until owner has paid all sums due and owing under this agreement and arising out of or in any fashion related to storage, services, or goods supplied to the owner and the boat. Owner also agrees not to permit any lien or other encumbrances to be created or placed against the boat while it is in Marine Unlimited's possession. The parties also agree that no part of this agreement shall be construed or interpreted to mean that Marine Unlimited has waived any rights it may have under any other provisions or statutory and common-law to assert a Warehouseman's, Repair Artisans or other similar storage lien or any Federal Maritime Lien or any State Lean against the boat.

- 1.) _____ **Damage To the Owners boat, trailer, automobile or other personal property:** Marine Unlimited shall NOT be responsible for or have any liability whatsoever for any loss damage, personal injury or loss of life or property within the control of Marine Unlimited, it's employees or its agents in connection with (1) The companies premises or the use of its storage space;(2) The owners vessel, motor accessories, including dock box, fenders, tools and associated equipment; Any loss due to fire, theft, vandalism, collision or acts of God such as; wind storm, rain, tornado, hurricane or any other casualty loss.
- 2.) _____ **Waiver of Subrogation;** Owner for himself and signs here by knowingly, irrevocably and expressly WAIVES any and all rights to assign and/or subrogate cause of action and/or claims that owner may have against Marine Unlimited LLC and its officers, employees, agents, successors and assigns and covenants and guarantees to them that owner shall not make such assignment(s) This provision is and is intended by the parties to be a waiver of subrogation clause and/or right to assign causes of action or claims owners may have against Marine unlimited, its officers, agents, employees and successors.
- 3.) _____ **Owners Release;** To the fullest extent permitted by law, Owner here by assumes the risk occasioned by use of this license and the condition and the use of the marine Unlimited facilities, amenities services and property. Owner here by knowingly releases and shall defend, indemnify and hold harmless Marine Unlimited and its officers, employees, agents, successors and assigns ("indemnities") from and against any and all cost, expenses and liability, (including but not limited to judgments, awards, attorney's fees and verdicts) arising out of demand, claims, damage or injury, (including death) to the person or property of Owner, Owner's children, other family members, guests, invitees, agents and their personal representative(s), assign(s), heirs and next of kin, weather caused by the negligence or through the acts or omissions of the indemnities or by any other cause whatsoever except indemnities sole negligence or intentional injury
- 4.) _____ **Third-Party Hold Harmless:** To the fullest extent permitted by law, Owner here by knowingly releases and shall defend, indemnify and hold harmless Marine Unlimited and its officers and employees, agents, successors and assigns ("indemnities") from and against any and all costs, expenses and liability (including but not limited to judgments, awards, attorney's fees and verdicts) to third persons and their personal representatives, successors, assigns and next of kin, for any and all loss or damage, and any claim or demands therefore, on account of injury to persons (including death) or property of such third persons, arising out of or relating to owners boat and or negligence or intentional tort of owner, owner's children, other family members, guests, invitees, agents or any of them weather caused by the negligence of or through the acts or omissions of the indemnities or by any other caused whatsoever except indemnities sole negligence or intentional injury
- 5.) _____ **Damage Payments;** Whether covered by owners insurance policy or not owner shall be responsible for and shall promptly, upon demand, pay Marine Unlimited, their customers and or any Government for any damage caused to Marine Unlimited LLC, their customers and their property or Government property by Owner, his boat, his crew, his family, guests, invitees, employees or agents. Owner shall be responsible for and shall promptly upon demand pay Marine Unlimited for any damage, expense or liability incurred by Marine Unlimited LLC due to owners failure to comply with this license, applicable laws and Rules and Regulations or due to any pollution created by, caused by, or contributed to by Owner or Owners boat
- 6.) _____ **Limitation on Damages Recoverable;** If notwithstanding the above limitations on liability Marine Unlimited should be determined and be liable to owner for damages to persons or property Marine Unlimited liability shall be limited to some equal to owners applicable insurance deductible actually paid by owner in each instance
- 7.) _____ **No Special Damages;** In no event shall Marine Unlimited LLC be liable for special or consequential damages such as, but not limited to, loss of revenue or profits, or for exemplary damages.

- 8.) **Owners Acknowledgment:** Owner acknowledges that Owner has read, understood and voluntarily execute this specific Release and Indemnification, assumption of risk and waiver of rights and further agrees that no other representations, statements, or inducements apart from the foregoing written agreement and license have been made. Owner is aware that this release of liability, indemnification, assumption of risk and waiver of rights is a contract between the Owner and Marine Unlimited LLC and Owner is signing this of his/her own free will

NOTICE TO OWNER

DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT AND FULLY UNDERSTAND ALL TERMS, COVENANTS, AND CONDITIONS CONTAINED HEREIN. THIS AGREEMENT CONSISTING OF THREE (3) PAGES AND WAS EXECUTED

THIS, _____ DAY OF _____, 2018

SIGNATURE: _____ PRINT _____

THE PARTIES HERETO AS OF THE DATE ABOVE WRITTEN HAVE DULY EXECUTED THIS 2018/2019 WINTER STORAGE CONTRACT__

Card Type: VISA _____ M/C _____ Amex _____ Discover _____

Credit Card Number _____ Exp. Date _____ CVV Code _____

Name on Card _____ Billing Zip Code _____

Authorize Marine Unlimited LLC to Charge My Credit Card For this contract and related goods and services***