**WINTER STORAGE LICENSE CONTRACT**

 M A R I N A

 31785 S.RIVER RD HARRISON TWP MI.48045,(586)468-5400

(586)468-5400 FAX:(586)468-7071

31

 S U N D O G

 HARRISON TOWNSHIP, MI 48045

(THIS IS NOT A BAILMENT)

**Name(s):**  **Telephone: H:** **\_\_\_\_\_\_\_\_\_\_\_\_\_ ­­­­­­­**  **W:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Address:** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**City, State, Zip:**  **MC #** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Email:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Boat Year:** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Make/Model:** \_\_\_\_\_\_\_\_\_\_ **Hull #** \_\_\_\_\_\_\_\_\_\_\_\_

**Length:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Beam: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Total Sq. Ft**. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (1)

**Boat Type (PIS): \_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Hull Construction: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Power: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Insurance Agent/Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Policy: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Exp. Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­**

**Boat/Trailer Location: \_\_­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Lessee agrees to store the above described boat subject to the following conditions, charges and terms:** THIS APPLICATION COVERS WINTER STORAGE FOR THE PERIOD FROM NOV. 1st TO APRIL 30th. ANY BOAT LEFT IN STORAGE AFTER APRIL 30th WITHOUT A SUMMER CONTRACT WILL BE SUBJECT TO A DAILY STORAGE CHARGE OF $10/DAY. ABSOLUTELY NO BOATS ARE ALLOWED ON LAND AFTER MAY 31st. ANY BOATS LEFT ON LAND AFTER THAT DATE WILL BE SUBJECT TO REMOVAL TO ANOTHER STORAGE FACILITY AT LESSEE'S EXPENSE.

**STORAGE CHARGES**

OUTSIDE STORAGE - POWER BOATS…………………………………... $ Sq. Foot OUTSIDE DRY – SAILBOATS…………………………………………….. $ Sq. Foot TRAILER STORAGE (Not Fenced) ………………………………………… $ Sq. Foot

 OTHER………………………………………………..……………....... $ \_\_\_\_\_\_\_\_\_\_

15% SURCHARGE FOR BOATS NOT SCHEDULED BY OCTOBER 15 FOR HAULOUT ON OR BEFORE OCTOBER 31. A FIFTY DOLLAR RESCHEDULING FEE WILL BE CHARGED SHOULD A SCHEDULED APPOINTMENT BE BROKEN WITHOUT 24 HOUR NOTICE.

Storage: \_\_\_\_\_\_\_\_\_\_X\_\_ Inside: \_\_\_\_\_\_\_\_\_\_\_\_ Outside: \_\_\_\_\_\_\_\_\_\_\_\_\_

SQ. FT (1) \_\_\_\_\_\_x RATE (2) \_\_\_\_\_\_\_\_\_\_\_\_\_ = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Power Wash: @ $ per linear foot……………………………………………………..$ \_\_\_\_\_\_\_\_\_\_\_ (Note: that power washes on unpainted boat bottoms will still leave some residue) TOTAL CHARGES……………………………………………………… …………….. $\_\_\_\_\_\_\_\_\_\_

1/3rd DEPOSIT…………………………………………………………………… ……. $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Amount due September 30, 20\_\_\_\_\_\_\_\_\_ or before storage commences. Past due balances will be assessed a fifteen dollar ($15) administrative late charge. Fifteen dollars will be added to the account on the 16th of the month in which payment is due and another fifteen dollars added on the first of each subsequent month until the past due balance and administrative late charges are paid.**

 **LESSEE AGREES AND ACKNOWLEDGES:**

1. To occupy designated space upon the premises of Sundog Marina for the purpose of storing the above described, and for no other purpose, for the winter season which starts November 1st and ends April 30th. This contract does not create a bailment, nor is owner hereby granted any estate in realty. This contract is intended to be a license to store the boat only.

2. To pay a deposit of 1/3rd upon signing this contract. Pay 1/3rd by September 30, 20\_\_\_\_\_\_\_\_\_ or before storage commences. Pay balance by December 1st.

3. No refund or rebates will be made after September 30th.

4. This contract expires on April 30th of the year following the date next to Owner's signature. Thereafter, Owner agrees to pay an additional Ten Dollars ($10) per day for each day, after May 31st of the same year, during which the boat remains in dry dock. Owner also understands that there is an additional charge for moving the boat after initial shoring which charge Owner agrees to pay in addition to the other fees under this contract.

5. To keep the space provided in neat and orderly condition and free from anything which is a fire hazard; not to place or store gasoline in a boat, except for gas contained in the boat's gas tank; to strictly comply with the rules and regulations that shall from to time be posted by Sundog Marina, and at all times to comply with all police, fire, sanitary regulations, ordinances of Harrison Township and the laws of the State of Michigan while in and about the property of Sundog Marina.

6. To assume full responsibility for the actions and conduct of his family, friends, guests and pets while on or about the property of Sundog Marina; to keep dogs on a leash at all times while on or about the property of Sundog Marina.

7. That neither this contract nor the space provided may be assigned, exchanged, sublet, rented or otherwise transferred without the prior written agreement of Sundog Marina. To notify Sundog Marina in writing of any change in ownership or status. Such written notice will not relieve Owner of his Obligation hereunder.

8. 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 executes a **Hold Harmless Agreement,** in form and substance acceptable to the company in its sole discretion.

**NOTICE TO OWNER/AGENT:**

**DO NOT SIGN THIS AGREEMENT BEFORE YOU READ ALL TERMS ON ALL PAGES OR IF IT CONTAINS BLANK SPACES. YOU MAY PREPAY ALL, OR ANY PORTION, OF THE BALANCE OF THIS ACCOUNT AT ANY TIME. YOU ARE ENTILTLED TO A COPY OF ANY AGREEMENT YOU SIGN. OWNER/AGENT ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS AGREEMENT.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OWNER/AGENT DATE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 MARINA SIGNATUREDATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

9. Sundog Marina will, under no circumstances, be responsible for loss or damage to the boat by fire, water, wind, power failure, theft, civil disturbance, acts of God, freezing or ice conditions; further, Sundog Marina will not be responsible for personal injury to Owner or his agent, family, relatives or to anyone invited on the boat or premises; nor will Sundog Marina be responsible for loss of articles, gear, accessories and equipment that may be left in the boat or anywhere on the premises; And Owner hereby expressly releases Sundog Marina and waives all rights and claims against it for loss damages, or injuries sustained by him or his property while on the premises of Sundog Marina; and hereby agrees to save Sundog Marina from any and all liability arising from loss, injury or damage to persons or property who or which Owner or his agent, his family or relatives may invite or bring on the premises, as well as all costs and expenses which Sundog Marina may incur in connection therewith, including but not limited to actual attorneys fees.

10. To be solely responsible for the boat while stored on the premises of Sundog Marina, until it is removed and launched for the summer, including inspection of the boat from time to time. Owner shall be solely responsible to keep the boat locked and secure. Owner understands that no guard or security service is provided and that he bears all risks of loss from theft.

11. If he desires to sell the boat, he will personally conduct the prospective purchaser onto the premises and at no time shall any prospective purchaser be on the premises unattended; further, he will display on or near the boat a "for sale" sign and he shall be solely responsible for any and all damage or injury to and/or cause by a prospective purchaser while on the premises.

12. In the event Owner permits the space provided or his boat to become is disrepair or to haw appearance of disarray or unsightliness or in the event he, his agent, family, relatives or invitee of his shall fail to comply with or perform any of the material conditions or agreements herein undertaken, or in the event of any disorderly conduct or unruly or noisy activity on the dock or on any boat which may cause injury or discomfort to any other boat owner or persons, or if Sundog Marina rules and regulations are breached by owner, his family, relative, agents, pets or anyone else they may invite onto Sundog Marina's property; Sundog Marina shall have the right to terminate this agreement and, after the expiration of ten (10) days from the date of a mailing to Owner at the address shown on the front hereof of a notice to vacate, Sundog Marina shall have the right, at the sole risk to Owner, to remove the boat to such other location, including land storage, as Sundog Marina takes reasonable precautions to prevent undue damage. Further, Sundog Marina shall be entitled to retain all monies paid to it to cover the storage fee to the date of termination; the lost storage fee if Sundog Marina is unable to rte-license the space, and as liquidated damages caused by the breach of this contract.

13. In the event the space or the boat well provided hereunder has a separate electric meter, Owner agrees to pay the electricity used by him as reflected on said meter, monthly upon being billed by Sundog Marina.

14. *Michigan Marina and Boatyard Storage Lien Act (MCL 570.371 et seq.).* Sundog Marina shall be entitled to possessory lien on the property stored at its facilities for storage, rent labor, materials, supplies and utilities furnished to the owner; his boat, or boat equipment. Sundog Marina may refuse to permit any items to be removed from Sundog Marina any time there are unpaid charges due and owing. Sundog Marina may also remove the boat from the well and store it on land until said charges are paid in full; all at the sole risk of owner, provided Sundog Marina take reasonable precautions to prevent undue damage.

15. Any controversy or claim arising out of or relating to this contract or the breach thereof shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof.

16. That the Winter Storage Fee, less the deposit paid upon signing this contract, is due and payable in full on September 30 or before storage commences. To compensate Sundog Marina for additional administrative, collection, and other costs and damages incurred in the event of Owners’ delinquency in this payment obligation, Owner agrees that Sundog Marina shall be entitled to collect, and owner shall be obligated to pay, a late charge. Such late charge shall be an amount equal to 1.5% of such amount of the winter storage fee remaining unpaid on September 1st and remaining unpaid on the 1st day of each month thereafter until paid in full. Payment by owner of stipulated late charges shall not entitle owner to defer payment in full beyond September 30th or cure the default arising from failure to do so.

17. This agreement shall be interpreted under and in accordance with laws of the State of Michigan, and nothing contained herein shall be construed as a waiver of any rights Sundog Marina may have. All pronouns used herein shall be construed to be masculine, feminine or neuter, as the context shall require. If any portion of this contract is deemed invalid or unenforceable, than to the extent possible, all other parts of this contract shall be interpreted so as to be enforceable, and the same shall remain in full force and effect. This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

18. The Owner shall be solely responsible during the period of storage or dockage on Sundog Marina premises for the security, care and condition of the Owner's boat and all equipment thereon including cradle and boat covers and the said boat shall be fully insured by the Owner for loss and damage to the boat and for liability with respect to persons and property and evidence of such insurance shall be furnished to Sundog Marina upon request.

19. Owner acknowledges receipt of a copy of customs and rules of Sundog Marina and agrees to comply therewith and with any amendment thereto as may be posted upon the marina premises.

20. In the event Owner shall breach any term, covenant or condition of this contract and Sundog Marina shall retain legal counsel in order to protect or assert its rights hereunder than in addition to any and all other rights and remedies herein set forth or otherwise provided by law, Sundog Marina shall be entitled to receive from owner any and all costs, expenses and actual attorney fees incurred by Sundog Marina in connection with protecting or asserting its rights hereunder regardless of whether or not it is necessary to commence legal proceedings against Owner.

21. Owner understands that this storage contract is subject to the terms of a Lease Agreement between Sundog Marina and the titleholder of the premises. Nothing in this contract should be construed as creating any rights in Owner against the premises or the titleholder of the premises and in the event Owner is notified by titleholder that Sundog Marina is in default of the Lease Agreement, all sums due or to become due under this contract shall be paid by Owner directly to the titleholder, its assigns or designee, in fulfillment of Owner's obligations under this contract.

22. *Statute of Limitations*. The statute of limitations applicable to all claims arising under the Contract shall be one-year from the date the claim accrues.

23. *Waiver and Amendment*. All modifications to this agreement and all waivers of any of the provisions of this agreement, to be effective, shall be in writing and signed by both parties.

24. *Facsimile Execution*. The parties agree that Signatures on this Agreement, as well as any other documents to be executed under this agreement, may be delivered by facsimile in lieu of an original signature and agree to be bound by this provision.

25. *Whole Agreement.* This agreement reflects the entire agreement between the parties and no other representations or inducement, verbal or written, has been made which is not set forth herein.