

Boat Storage Contract

RETURN TO: BOATWORX INC. • P.O. Box 633 • Manitowoc WI 54221 • Telephone (920) 686-1997 • Fax (920) 686-1998
YELLOW COPY TO BOATWORX, WHITE COPY TO CUSTOMER

Today's Date: _____

Customer Name: _____

Mailing Address: _____

City, State, Zip: _____

Home Phone: _____ Work Phone: _____

Cellular: _____ Fax: _____

E-Mail _____

Boat Make: _____ Boat Model: _____ Year: _____

Call Name: _____ Color: _____

Length Overall: _____ (Including swim Platform/pulpit)

Beam: _____ (At the widest point of the vessel)

Total Square Footage: _____

NOTE: ALL NEW BOATS WILL BE MEASURED

Stands Required at \$15.00 each: _____

Blocking needed at \$10.00 per stack: _____

I have my own stands/cradle/trailer YES NO

\$ _____ Heated

Base storage cost: _____

Total stands and blocking: _____

\$ _____ Outside

Tax Wi 5%: _____

Total for winter storage: _____

Less deposit paid: _____

Total due by 10/31/06: _____

Projected haul out date _____

Projected launch date _____

Other notes:

Owner(s) certify that the printed matter on both the front and back of this agreement has been read and the terms and conditions set forth herein are fully understood. Owner(s) further agree to abide by the terms and conditions of this storage contract while at the Boatworx Storage facility.

I (we) acknowledge receipt of a copy of this agreement:

Signed Boat Owner: _____

Signed Boatworx Representative: *Tracy Kaderabek* _____

IMPORTANT! PLEASE READ THE TERMS ON THE BACK OF THIS PAGE

STORAGE POLICIES AGREEMENT

- Storage is billed on overall length including bow pulpits and swim platforms.
- All boats will be physically measured after haul out and billed/credited for length or beam overages
- Boat placement, positioning and moving is at the discretion of Boatworx Inc.
- Boat will not touch other boats or walls and will overhang bow or stern
- Access around boat will be limited due to positioning of other stored boats
- Additional space may be purchased for owner maintenance based on availability
- Storage is due in full by Oct 31st
- A 1.5% service charge applies to any unpaid storage balances after Oct 31
- All service and or storage invoices must be paid prior to the boats launch in spring
- Storage includes: haul-out, pressure wash, re-launch, (one exterior wash heated storage only) and one weeks dockage in spring. After one week rate is \$1.00 per foot per day.
- If you require your boat to be plugged in after launch please provide the proper cords adaptors etc.
- Storage is from October 1st to April 1st
- Boats requiring removal after placement in storage will be assessed additional charges for labor
- Boats will be launched or moved prior to April 1st only at Boatworx sole discretion
- Boats will be moved after April 1st at Boatworx discretion to accommodate the launching process
- Boats remaining in the yard after June 1st are subject to summer storage rates (1/2 of winter rate)
- There are no refunds of any kind (including deposits) due to the sale of any stored or signed boat
- This signed contract is not valid unless a deposit has been received
- Haul out and re-launch require a minimum of three days notice, owner need not be present
- Scheduled launches or moves cannot be guaranteed due to weather conditions
- By order of the Fire Marshall all gas/fuel tanks must be at least ¾ full and batteries must be disconnected
- Holding tanks and water tanks must be empty or you will be charged to have this done
- No food or beverages are to be left on the boat
- Boatworx must have a key or lock combination for boat access and operation
- Boats will be kept locked on owners request
- Any owner supplied ladders must be locked up and labeled
- Owners must supply their own ladders, extension cords, etc. for owners maintenance
- Owners are responsible for having their boat properly insured while at the Boatworx facility
- Owners are responsible for stowing all their gear, boat equipment and personal property
- Boatworx is not responsible for missing equipment or damage to owners property
- Boatworx does not carry insurance on owners vessel or property, storage is accepted at the sole risk of the owner, and the owner releases Boatworx from any claims of loss or damage
- Owners working on their boats are responsible for any cleanup of trash and debris
- Cradles or stands deemed inadequate by Boatworx will not be used for storage
- Boatworx will store your cradle, stands, or ladder provided you are returning to storage the following year.
- Any unused cradles, stands, ladders etc. remaining in the yard after one year will become Boatworx property.
- All outside labor must be approved in advance and meet Boatworx requirements
- Admittance to the facility is only during business hours and only after check in at office
- No sanding of any kind will be allowed inside the building
- No boat is to be left plugged in and unattended
- No heaters of any kind are to be used in, on or near any boat, at any time, on land or in water
- Owners are not to use any Boatworx tools or equipment
- Boatworx winter hours are M-F 8:00 AM to 5:00 PM And Sat 9:00 AM to 3:00 PM
- Boatworx is closed on Sundays, no exceptions
- The laws in the state of Wisconsin shall apply in interpreting this agreement
- All conditions of this agreement are binding upon the respective parties, their successors and assigns
- For the purpose of WI statue 799.43 this agreement is to be considered a service agreement
- As permitted in WI statue 799.43 Boatworx is given a lien upon the boat and its contents for any and all unpaid charges and may satisfy this lean by selling said vessel as permitted in WI statue 704.43(3) if the customer defaults or fails to pay charges due for storage or service after the termination for this agreement
- Any disputes or legal proceedings shall be venued in the circuit court of Manitowoc WI
- If any part of this agreement is found invalid the remainder of this agreement shall remain in full force