



# 2017-18 WINTER STORAGE CONTRACT

**Owners Name** \_\_\_\_\_  
**Home Phone** \_\_\_\_\_ **Office Phone** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**Boat Location** \_\_\_\_\_ **Location of Keys** \_\_\_\_\_  
**Boat Name** \_\_\_\_\_ **Power or Sail** \_\_\_\_\_  
**Make** \_\_\_\_\_ **Length** \_\_\_\_\_ **Beam** \_\_\_\_\_  
**Insurer** \_\_\_\_\_ **Telephone #** \_\_\_\_\_

**METHOD OF STORAGE**

**INSIDE HEATED STORAGE** \_\_\_\_\_ **INSIDE COLD STORAGE** \_\_\_\_\_  
**OUTSIDE BOAT STORAGE** \_\_\_\_\_ **INSIDE SPAR STORAGE** \_\_\_\_\_

**METHOD OF CRADLING**

**OWNER'S CRADLE** \_\_\_\_\_ **OWNER'S TRAILER** \_\_\_\_\_  
**RENT JACK STANDS** \_\_\_\_\_ **RENT CRADLE** \_\_\_\_\_  
**BUY JACK STANDS** \_\_\_\_\_

**DEPOSIT:** A deposit of \$200 for boat less than 25' and \$400 for boats greater than 25' is required to hold space. Please include with contract.

**OWNER,** who has read and does understand and agree to the terms and conditions on all three pages of this form proposes, by affixing his or her signature below and initialing pages 2 and 3, to enter into a contract with Bergmann Marine for the 2013/2014 storage season.

\_\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
 Owner's Signature Date

<b>INSIDE STORAGE -</b>	<b>\$3.85 per sq. ft.</b>	<b>\$4.00 per sq. ft.</b>
<b>INSIDE HEATED STORAGE -</b>	<b>\$6.50 per sq. ft.</b>	<b>\$6.70 per sq. ft.</b>
<b>OUTSIDE STORAGE -</b>	<b>\$2.05 per sq. ft.</b>	<b>\$2.10 per sq. ft.</b>
	<b>Net 30</b>	<b>If not paid within 30 days</b>

Account balances must be paid in full by cash or check within 30 days to insure lower rate.

Boats which require daily State and County transport permits will be billed accordingly.

Labor to pick up, haul out, clean the bottom, launch, and deliver will be billed at our yard labor rate.

**MISCELLANEOUS RATES:**

<b>SPAR STORAGE</b>	<b>\$80 &lt; 35',</b>	<b>\$120 &gt;35'</b>
<b>CRADLE RENTAL (L.O.A. &lt; 25')</b>	<b>\$60</b>	
<b>RENT JACK STANDS (MINIMUM OF 4)</b>	<b>\$ 20 EACH POWER BOAT</b>	<b>\$ 25 EACH SAILBOAT</b>
<b>BUY JACK STANDS (MINIMUM OF 4)</b>	<b>\$100 EACH POWER BOAT</b>	<b>\$130 EACH SAILBOAT</b>
<b>BATTERY STORAGE</b>	<b>\$12 EACH</b>	
<b>OUTBOARD MOTOR STORAGE</b>	<b>\$25</b>	
<b>MECHANICAL &amp; ELECTRICAL LABOR RATE</b>	<b>\$70 PER HOUR</b>	
<b>FIBERGLASS REPAIR LABOR RATE</b>	<b>\$64 PER HOUR</b>	
<b>YARD LABOR RATE</b>	<b>\$57 PER HOUR</b>	

## **Bergmann Marine - Winter Storage Contract**

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- \* Square footage is determined by multiplying the beam x L.O.A. (length over all) which includes transom or swim platforms, trim tabs, rails, rudders, davits, outdrives, outboards, and pulpits.
- \* Boats placed in winter storage will remain in storage until April 1st. If the owner wants the boat out of storage before April 1st it will be subject to moving at owner's expense.
- \* We reserve the right to charge additionally for unusual, difficult, or poorly maintained boats and/or cradles.
- \* Separate labor charges are made for services such as moving boat from slip to haul out, preparing for haulout, labor for haul out operator, derigging, washing bottom, decommissioning, commissioning, delivering to slip, and removing equipment such as radar and bimini tops to accommodate movement to storage. All additional services of any kind rendered by Company shall be pursuant to an appropriate work order signed by Owner or his authorized representative and charged at the rate reflected therein.

### **TERMS AND CONDITIONS**

The company offers spaces for inside winter storage, and in consideration of the rates to be paid and the covenants and agreements to be performed by the Owner, does hereby permit the Owner the use of the space allocated to the Owner for storage. Company retains the right to designate storage space. In the event of an emergency affecting the boat or other boats or persons or property, Company, in its sole discretion, reserves the right to move the Owner's boat, provided that Company shall not be required to provide this service. Owner shall indemnify and hold Company safe and harmless from any and all liability, injury, loss or damage caused by or resulting to Owner's boat due to an emergency situation.

It is mutually agreed by the parties that the Owner's use of the space shall be governed by the following terms and conditions, and by additional conditions and rules established by the company. Such additional conditions and rules shall apply whether listed on Company boat storage contract, or mailed or delivered to customers.

1. Storage is provided as a service for boat owners and other customers and is not rental of the space where a boat is stored.
2. Period of use: The winter storage season begins annually on Sept. 1st and ends on June 15th of the following year. If the boat is not removed from the Company premises by June 15 of any given year, Owner shall be responsible for summer storage at the rate of one-third (1/3) of the winter storage rate, which amount shall be due and payable on June 15.
3. Payment: Reservation deposits for winter season shall be submitted annually with forms provided. If timely payment is not made, the Company may reassign space and terminate this contract without notice. Storage payment is due within 30 days of invoicing. A finance charge of 2% per month shall be added to amounts not paid when due.
4. Refunds: Refunds of deposits for storage reservations will not be made after Sept. 1st and refunds for prepaid storage fees will be subject to a deduction of .33 of the season rate for each month and partial month of actual storage.
5. Fuel tanks are not to be filled to maximum capacity prior to storage. Fuel expansion can cause an overflow from the fuel tank vent which can cause hull staining and vinyl deterioration for which Bergman Marine will not be responsible.
6. Scheduling of hoist usage, haul-out and launch is subject to change based on weather and water conditions and the discretion of Bergmann Marine's management. Owner agrees not to hold Company liable for any loss caused by any delay in launching, winter storage, transporting or commissioning caused by weather or other event beyond the control of Company.
7. Bergmann Marine is not responsible for freeze damage to water system, engines, generators or accessories of boats which have not been hauled out for any reason before the first hard freeze of the season. A temperature of 30 degrees Fahrenheit or lower recorded at the Boyne City Waste Water Treatment Plant shall be considered a hard freeze.
8. Boats may not be launched or released to customer until all charges are paid in full for service, materials, parts and storage. Boats and other items retained by Bergmann Marine pending payment, and those boats and items for which customer fails to make arrangements for delivery, will be subject to ongoing storage charges. Bergmann Marine shall be entitled to a possessory lien on boats and other items for any and all monies owed by customer to Bergmann Marine for service charges, work performed, services rendered, and parts and materials furnished to the customer, his boats or his boats' equipment. Such possessory lien may be enforced in accordance with Public Act No. 362 of 1998. Bergmann Marine shall also have a maritime lien upon boats, engines, gear, equipment and appurtenances to secure payment for any and all service and materials supplied to customer by Bergmann Marine.
9. Cradles: The Company makes no charge for off season storage of cradles if boat is stored on Company premises, and is not responsible for security or maintenance of such cradles. Cradles for boats not in storage and which are not removed from Company premises by Nov. 1 will be considered abandoned and will be disposed of or used by company at its discretion.

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Owner's Initials

## ***Bergmann Marine - Winter Storage Contract***

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10. Boat owner is responsible for placement of lifting positioning tags to insure exact lifting location in order to protect underwater gear during haul out.
11. Outside Labor: The Owner agrees that while stored on Company premises, no person or business entity will be hired or permitted to perform labor, services, to provide supplies, or to make any installation of machinery or equipment on the boat unless such person or business entity shall be a Company employee, sub-contracted by the Company, or shall have first received specific written authorization from the Company, and then, only to the extent that the Owner and/or the person or business entity hired or permitted to perform labor or installation of machinery or equipment agrees to indemnify and hold Company harmless therefrom and to provide Company with proof of insurance coverage satisfactory of Company in an amount equivalent to the insurance coverage maintained by Company, which shall name Company as an additional insured.
12. Liability: The Company recommends the Owners remove from their boats all personal property during winter storage (including food, dog food, soaps, etc.) or when the boat is left with the company for purposes of storage. **Each owner is required to carry his/her own insurance against loss or damage by theft, vandalism, malicious mischief, fire, wind, water, or act of God governing his/her boat and its contents, with a waiver of subrogation rights endorsement, and shall provide a copy of the policy to Company upon demand. The Owner shall be solely responsible during the period of storage for the security, care and condition of the Owner's boat and all equipment thereon, including cradle and boat covers. In the event of loss or damage to such property from an insurable peril, Owner agrees to look solely to Owner's insurance to cover such loss or damage, and hereby knowingly and voluntarily waives any right of recovery against Company for such loss or damage.** The Company is not completely able to exercise control or supervision over individuals other than Company employees who may come onto the Company premises or may use the grounds adjacent thereto. Company premises may not be fenced or locked. No guard service is provided.
13. Working on Boats: The Company prohibits work inside any of its buildings other than by Company employees or authorized sub-contractors. Owners and their families only are allowed to work on their boat on Company premises, and only when their boat is outside of buildings. Moving boat outside is subject to moving at the owner's expense.
14. Equipment: Owner agrees that the Company makes no warranty with regard to ladders, platforms, equipment or gear, and that the Owner, his/her family, and guests use any such equipment at their own risk.
15. The owner understands and agrees that Company assumes no responsibility and shall not be liable for the loss or damage by theft, fire, vandalism, malicious mischief, wind, water, act of God or otherwise to said boat or to any other personal property or contents thereof placed with Company for storage, sale, repairs or testing or any other purpose whatsoever or brought on Company premises by or on the behalf of the Owner or his invitees or licensees.
16. The Owner understands and agrees that Company assumes no responsibility and shall not be liable for any injuries to the Owner, members of his/her family or invitees of Owner while said individuals are on Company premises or within the boundaries of Company's property. In consideration of said license of the storage space, Owner agrees to indemnify and hold harmless Company from all losses, damages, liabilities and expenses which may arise or be claimed against Company for any injuries or damages to the person or property of any person, firm or corporation consequent upon or arising from acts, omissions, neglect or fault of the Owner, his agents, servants, employees, licensees, or invitees or consequent upon or arising from the Owner's failure to comply with all relevant and applicable governmental laws, statutes, ordinances or regulations.
17. Owner agrees to reimburse Company for reasonable attorney fees and costs relating to a suit or other collection efforts by Company against Owner to collect any amounts due under this Agreement or any amounts due and secured by the liens described herein.

This contract does not imply a continuing obligation on the part of the Company to offer, from year to year, storage space rental to the Owner. Neither does it imply that the Owner is obligated to rent such space from the Company as it may be offered. However, whenever any storage space rental shall occur, from year to year, between Owner and the Company, they shall govern by this contract until superseded or canceled by the Company.

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Owner's Initials