



CANDLEWOOD EAST MARINA

2011-2012 Winterization Program

	Overall Boat Length (*)	Total
1. Inside Winter Storage – Limited availability - Requires #4 and #10	_____ x \$70.00/FT =	_____
2. Outside Winter Storage - Requires #3, #4, and #10	_____ x \$27.00/FT =	_____
3. Shrink Wrapping - Boats under 25' - Boats 25' and over, including all pontoons	_____ x \$13.00/FT = _____ x \$15.00/FT =	_____ _____
4. Bottom Cleaning - Complete Acid Wash	_____ x \$9.00/FT =	_____
5. Hauling and Handling of a Boat with no Trailer - Marine Forklift used on all boats up to 32'	_____ x \$7.00/FT =	_____
6. Hauling of a Boat with Owner's Trailer - Any Length	\$75.00 =	_____
7. Pick-Up on Candlewood Lake - Boat must be in operating condition with keys	\$55.00 =	_____
8. Pick-Up and/or Transport Over the Road - \$95/hr. - \$55 min.	Inquire	_____
9. Water Systems / Ballast Tanks / Heater - Winterization - Fresh water systems, sink, transom shower, etc. - Wakeboard water ballast tanks - Cockpit heater or Hot water shower	\$115.00 = \$180.00 = \$85.00 =	_____ _____ _____
10. Engine Winterization - Check Engine Winterization Price Sheet AND call with any questions - Inside and Outside Winter Storage Require Engine Winterization		_____
Total Dollar Amount of Storage and Services Requested (Add #1 - #10):	=	=====

OWNER REQUESTS THAT MARINA HAULS BOAT AFTER: _____
ANTICIPATED 2012 SPRING RETURN DATE

4/13 – 4/28: _____ 4/30 – 5/12: _____ 5/14 - 5/26: _____ AFTER 5/29: _____

Method of Payment: Visa Mastercard Check # _____

Card # / Exp. Date & Verification #: _____

Additional winter services or repairs requested: _____

OWNER INFORMATION

Name: _____ Home #: _____ Work #: _____

Address: _____ Cell #: _____

City: _____ State: _____ Zip Code: _____

BOAT INFORMATION

Make: _____ Year: _____ Model: _____ Length: _____ Beam: _____

Hull ID: _____ State Registration #: _____ Color: _____

Motor Type: (circle) Sterndrive Inboard Outboard Trailer: (circle) Yes No

(*) Fees calculated by boat's overall length rounded up at 6" to nearest FT
 NO WORK CAN BE PERFORMED WITHOUT PAYMENT IN FULL

2011-2012 WINTER STORAGE CONTRACT

This agreement is between Candlewood East Marina Club, its officers, directors, agents, and employees, collectively referred to as "Marina" and _____ of _____ (address), _____ (city), _____ (state), referred to as "Owner". This agreement shall be effective upon acceptance and execution by Marina. In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

GENERAL TERMS AND CONDITIONS

A. NON-EXCLUSIVE LICENSE – Marina grants Owner a non-exclusive, non-assignable license to the use of a winter storage space at the Marina for the storage of Owner's boat, and none other. This right is only a license and not a lease of property. This is not a contract for the care and custody of Owner's boat and/or equipment. This contract is not a membership agreement and does not entitle Owner, Owner's family or Owner's guest's use of any or all Marina facilities at any time before, after, or for the duration of this contract. Owner further understands and agrees that any winterizing requirements for Owner's boat, motor, and/or equipment are Owner's responsibility to execute or have executed, and no responsibility, in whole or in part, shall be assumed by Marina.

B. RESPONSIBILITIES OF OWNER – The Owner:

1.) Shall remove all accessories, gear, and equipment not permanently affixed to the boat being stored for the winter. All such items not removed will be subject to a storage charge. Marina shall store all dock lines, fenders, bumpers, and covers in the boat unless prior arrangements for storage have been made before hauling the boat. The Marina shall not be liable or responsible for the care, protection, nor any loss or damage to such property.

2.) Shall not display a "for sale" sign while boat is in storage without the express written consent of Marina.

3.) Shall strictly comply with rules and regulations as set forth by Marina.

C. STORAGE – The winter storage period begins on November 1, 2011 and ends no later than April 30, 2012. Prior to the end of this period the Owner must authorize in writing Marina to launch or remove the boat from storage area. Any boat remaining in the storage area after April 30, 2012 will be subject to storage charges of \$10.00 per day. The Marina reserves the right to move Owner's boat within the storage area at any time. Owner must provide at least a three week notice as to removal of boat from storage.

D. SCHEDULING OF HAULING – Marina requests that the Owner provide the Marina with a three week notice as to when Owner is done using boat for the season. If Owner fails to provide notice prior to October 16, 2011, Marina reserves right to remove any boat on Marina docks.

E. KEYS – The ignition key and any other key necessary for said boat must be left with the Marina at time winter storage is contracted. Owner is responsible for any expenses incurred from no keys. Owner shall be fully responsible for any resulting damage, loss, claim, injury, or any problems that may arise at the time of hauling or launching the boat.

F. MAINTENANCE – Owner shall not be permitted to perform maintenance on boat while in winter storage. No outside contractors of any kind are permitted to work on any boat in storage without the express written consent of Marina.

G. INSURANCE – Owner agrees to secure and maintain during the term of the agreement a policy of complete marine insurance.

H. LIMITS OF LIABILITY – Owner agrees that Marina shall not be liable for any injury, including death, to Owner or to any person caused by or related to winter storage or services to Owner's boat. Nor shall Marina be liable for any loss of or damage to any property belonging to Owner, or to Owner's guests and invitees, located in the winter storage area or other facilities under control of the Marina. Owner agrees the Marina shall not be liable for, and this agreement shall not be terminated by, any interruption or interference with accommodations due Owner's boat or Owner caused by orders or acts of public authorities, acts of other boat owners, accident, the making of necessary repairs to the Marina, or any cause beyond the Marina's reasonable control, including economic hardship.

I. INDEMNIFICATION – Owner agrees to defend, indemnify, and hold harmless Marina free and harmless from any and all loss, liability, injury, or damage, including attorneys fees and costs to investigate and defend, caused by a breach, default, any action, inaction, and/or the exercise of any rights under this agreement.

J. REMEDIES / ATTORNEY FEES – In the event Owner breaches this agreement or fails to pay Marina all amounts which become payable due under this agreement, or fails to perform its obligations thereunder, and the Marina refers such matter to an attorney, Owner agrees to pay, in addition to amount due, any and all costs incurred by the Marina as a result of such action, including to the extent permitted by law, reasonable attorney's fees, court costs and any other cost associated with collection.

K. POSSESSORY LIEN – By execution of this agreement, Owner hereby grants to Marina a lien upon the boat in storage, its contents and equipment for any and all charges and/or storage associated with the boat or any outstanding accounts the Owner has with Marina. This lien shall continue in full force and effect whether possession of the boat is retained by Marina or not.

L. REMEDIES / RIGHTS CUMULATIVE – Any and all of Marina's rights and remedies, provided for in this agreement, or provided for in law or equity, shall be cumulative and not limited, and the exercise of a right or remedy by Marina shall not constitute a waiver by, or estoppels against, Marina exercising any other right or remedy on a cumulative basis.

M. TERMINATION – Marina shall have the sole option to terminate this agreement upon the occurrence of a transfer in ownership, or if Owner breaches any of the terms, conditions, and promises as set forth in this agreement. On termination of this agreement, Marina reserves the right to remove Owner's boat from storage area and remove all other personal property, if any, from Marina to a location of Marina's choice, and Owner shall pay or reimburse to Marina all costs incurred or charged and any third party by reason of such removal. Owner agrees that Marina shall have no liability to Owner or to any other person for any loss or damage resulting from any such removal of boat or failure to remove such boat.

N. BINDING EFFECT – This agreement shall be binding on and shall insure to the benefits of the parties, and their successors, assigns, heirs, and representatives. In the event Owner sells, or otherwise transfers ownership of boat. Owner and transferee shall be jointly and severally liable for all costs incurred as a result of this agreement.

O. ENTIRE AGREEMENT – This agreement contains the entire and complete agreement and understanding of the parties, and there are no other agreements, understandings, representations, warranties and conditions between the parties relating to its subject matter. All modifications to this agreement must be in writing and executed by the parties hereto.

P. EFFECT OF INVALIDITY – If any portion of this agreement is determined to be invalid or unenforceable as a matter of law, such invalidity or unenforceability shall be limited to such portion and shall not affect any other portion or provision, which shall be given the fullest effect permitted by law.

I HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Signature: _____ Date: _____

Signature: _____ Date: _____

Candlewood East Marina

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