



Catawba Moorings on West Harbor

2313 NE Catawba Road, Port Clinton, OH 43452 Tel: 419-797-4775 Fax: 419-797-2518 Email: cmi@cros.net www.catawbamoorings.com

CONTRACT FOR INSIDE COLD WINTER STORAGE

This contract made and executed this ____ day of _____, 2011 by and between Catawba Moorings hereinafter called the Party of the First Part, provides as follows:

Whereas the Party of the Second Part, being owner of a _____ boat and being _____ feet in length (add 2' for swim platform and 2' for bow pulpit) and _____ feet in width is desirous of storage said boat in a building of the Party of the First Part for the 2011- 2012 Winter Storage Season, hereby authorizes the Party of the First Part to haul out said boat any time on _____ or after _____.

In consideration of the rate per square foot (length x beam x rate) = \$ _____, the Party of the First Part agrees to store said boat in a workmanlike manner.

Haul out Boat	Yes ___ No ___
Strap Covers during Hoisting	Yes ___ No ___
Pressure Scrub Boat Bottom	Yes ___ No ___
Hand Scrub Unpainted Boat Bottom	Yes ___ No ___
Hand Scrub Outdrive Unit(s)	Yes ___ No ___
Step Mast	Yes ___ No ___
Prep Rear Stay	Yes ___ No ___
Shore Boat on Company Stands/Cradle	Yes ___ No ___

Winterizations:

Gas Engine - Single ___ Twin ___	Yes ___ No ___	Diesel Engine – Single ___ Twin ___	Yes ___ No ___
Closed Cooling	Yes ___ No ___	Shaft Cooler(s)	Yes ___ No ___
Drain/Replace Grease in Outdrive(s)	Yes ___ No ___	Generator	Yes ___ No ___
Toilet(s) _____	Yes ___ No ___	Macerator	Yes ___ No ___
Water System – H/C ___ Cold ___	Yes ___ No ___	Air Conditioner(s) _____	Yes ___ No ___
Ice Maker(s)	Yes ___ No ___	Wash Down Pump	Yes ___ No ___
Bait Well	Yes ___ No ___	Live Well	Yes ___ No ___
Detach/Store Battery(s) _____	Yes ___ No ___	Clothes Washer	Yes ___ No ___
Waverunner(s)	Yes ___ No ___		

Catawba Moorings guarantees the winterizations of the engine(s), water system and toilet(s) only if Catawba Moorings re-commissions these items.

Please sign and return this contract by August 31, 2011 with a \$100.00 deposit. No Refunds.

Storage charges are due when boat is hauled out. A service charge on 2% per month will be charged on any unpaid balance. Please check your preferred method of payment: Cash/Personal Check _____
Discover/MasterCard/Visa # _____ Expiration _____

Party of the First Part shall have the right to retain the possession of said boat until time all charges and cost incurred under this contract are Paid-In-Full and said Party of the First Part shall have a lein on said boat for said charges and costs.

Boat Location: Dock # _____
OH #: _____
Cradle Location: _____
Key Location: _____
Name on Boat: _____
Insurance Co.: _____

Party of the Second Part:
Name: _____
Address: _____
City, State, Zip.: _____
Cell. Phone: _____
Work Phone: _____
Email: _____

Over »

THE CATAWBA MOORINGS CONTRACT FOR INSIDE COLD STORAGE

No charge will be made for dinghies if they are kept on or under owner's boat. If left in dry storage over the summer season, an additional charge of \$1.00 per square foot will be charged. Party of the First Part will have no liability whatsoever as a result of the Party of the First Part.

Catawba Moorings shall not be responsible for nor have any liability whatsoever for any loss, damage, personal injury or loss of life or property within the control of the Catawba Moorings or their respective employees, agents and/or independent contractors in connection with:

- A. The Facility premises or the use of the storage space
- B. The Owner's vessel, motor, cradle or accessories, including dock box, fenders, lines, tools and associated equipment
- C. Any loss due to fire, theft, vandalism, collision, facility equipment failure, windstorm, rain, tornado, or any other casualty loss or act of God or terrorism. The Owner agrees to cover all the aforesaid risks by appropriate insurance both the Boat and related personal property without subrogation against Catawba Moorings. The owner agrees to provide Catawba Moorings a current certificate evidencing such insurance.

The Owner shall indemnify and hold harmless Catawba Moorings and their agents and employees from and against all claims, damages, losses and expenses including attorney fees arising out of lease of Catawba Moorings facilities or out of the Owner's operations provided it is caused in a whole or in part by a negligent act or omission on the part of the owner or anyone the owner is responsible for, regardless of whether or not it is caused in part by Catawba Moorings.

It is further understood and agreed between the Parties hereto that Party of the First Part shall provide inside storage if there is such storage available and if there is not sufficient inside storage available on the grounds of Party of the first Part, then in the discretion of Party of the First Part, said Party of the First Part may store the same on the Premises of Party of the first Part outside and not within storage buildings.

In such event, the charge for such outside storage shall be at the rates established by the Party of the First Part for outside storage as set forth in the Party of the First Part's "Contract for Outside Storage" attached hereto and made of Part hereof.

The State of Ohio Department of Industrial Relations, the Insurance Company Policy on the Storage buildings, and the need to limit theft and vandalism requires the following rules:

1. No electric in building
2. No personal vehicle in building
- 3. No one allowed in buildings except during regular Catawba Moorings' working hours.**
4. Work area must be cleaned every day before leaving.
5. Catawba Moorings' equipment such as ladders, scaffolding, etc, will not be used.
6. Catawba Moorings reserves the right to move boats outside after April 1st.

Persons other than the Owner will not be permitted to work on boats in storage without the written consent of Catawba Moorings. It will be the responsibility of each person working on his/her boat not to damage or dirty other boats in storage.

Agreement: I hereby agree that the regulations as listed above will be adhered to by me and my guest.

PARTY OF THE SECOND PART:

Signature

Date