



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 OUTSIDE WINTER STORAGE AND/OR HAUL OUT

This contract, made and executed this ____ day of _____, 2011 with _____ owner of _____ and boat named " _____ " and being _____ feet in length is desirous of storage said boat on the premises of Catawba Moorings and to haul out said boat any time on _____ or after _____.

In consideration of the sum of the rate per foot, the Party of the First Part agrees to store said boat in a workmanlike manner. If left in dry storage over the summer season, an additional fee of \$15.00 per foot will be charged. Catawba Moorings will have no liability whatsoever as a result of any loss or damage to boat or contents by fire, windstorm, flood, hail, theft, vandalism or other condition beyond our control.

In addition to the above storage charge, the Party of the second part desires the following work to be done at the regular rate for such services (see Winter Price Sheet):

- | | |
|--|--------------------|
| 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 _____ |
| Transport Boat to Cottage, Herl's, NE Port or Skyline View | 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 _____ | | |
| Shrink Wrap - FB _____ EX _____ | Yes _____ No _____ | Shrink Wrap Door | 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 OUTSIDE 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.

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