

# 2018 WINTER SERVICE AGREEMENT

1 Huron Street  
Sandusky, Ohio 44870  
Phone: 419-627-1201 Fax: 419-627-2055  
E-mail: Sandusky@shmarinas.com



Haul out date (1st) (2nd)  
Launch date (1st) (2nd)  
Key Location:  
Combo:  
Owner Present? Yes No

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Boat Mfg: \_\_\_\_\_ Length: \_\_\_\_\_ Location of Keys and Batteries: \_\_\_\_\_  
 Phone #: \_\_\_\_\_ Alter. #: \_\_\_\_\_  
 Home Port: \_\_\_\_\_ Email: \_\_\_\_\_

### Type of Storage Requested:

**Inside Heated    Inside Cold    Outside**

**No Winterization (Please Initial)**

**If a service box is not checked, we will consider it a NO!**

- |                              |                             |  |
|------------------------------|-----------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <b>Pressure Wash Painted Bottoms</b>     |
| <input type="checkbox"/>     | <input type="checkbox"/>    | <b>Mandatory \$2.50 per ft./</b>         |
|                              |                             | Unpainted Bottom by Quote @ \$90 per hr. |
| <input type="checkbox"/>     | <input type="checkbox"/>    | <b>Winterize Engine (Qty. )</b>          |
| <input type="checkbox"/>     | <input type="checkbox"/>    | SAIL - \$115 Per Engine (Plus Materials) |
| <input type="checkbox"/>     | <input type="checkbox"/>    | POWER - \$140 per engine (plus material) |
| <input type="checkbox"/>     | <input type="checkbox"/>    | Large Diesel - BY QUOTE                  |
| <input type="checkbox"/>     | <input type="checkbox"/>    | <b>Winterize Generator (Qty. )</b>       |
|                              |                             | \$115 Plus Materials                     |

- |                              |                             |  |
|------------------------------|-----------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <b>Shore Up Power Boat or Sail Boat</b>          |
| <input type="checkbox"/>     | <input type="checkbox"/>    | <b>Marina Stands &amp; Blocks \$4.25 per ft.</b> |
| <input type="checkbox"/>     | <input type="checkbox"/>    | <b>Owner Stands \$4.00 per ft.</b>               |

- |                              |                             |   |
|------------------------------|-----------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <b>Load Boat On Trailer</b>                               |
| <input type="checkbox"/>     | <input type="checkbox"/>    | Includes lift out, pressure wash painted bottom plus load |
| <input type="checkbox"/>     | <input type="checkbox"/>    | <b>For Winter Storage on Premises \$5.00 per ft</b>       |
| <input type="checkbox"/>     | <input type="checkbox"/>    | <b>For Haul Away of Premises \$7.50 per ft</b>            |

- |                              |                             |  |
|------------------------------|-----------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <b>Cradle Storage</b>                                |
| <input type="checkbox"/>     | <input type="checkbox"/>    | Up to 33' Boat \$100.00                              |
| <input type="checkbox"/>     | <input type="checkbox"/>    | 34' Boat and Up \$125.00                             |
| <input type="checkbox"/>     | <input type="checkbox"/>    | Trailer Storage \$100                                |
| <input type="checkbox"/>     | <input type="checkbox"/>    | <b>Unstep Mast \$170 per Mast</b>                    |
| <input type="checkbox"/>     | <input type="checkbox"/>    | <b>Transport Boat to Well \$65</b>                   |
|                              |                             | Within Marina by SHM Staff                           |
| <input type="checkbox"/>     | <input type="checkbox"/>    | <b>Cover boat with Plastic (Inside Storage Only)</b> |
|                              |                             | \$5 Per Ft.  |
| <input type="checkbox"/>     | <input type="checkbox"/>    | \$7 Per Ft. W/Flybridge                              |
| <input type="checkbox"/>     | <input type="checkbox"/>    | <b>Buff &amp; Wax</b>                                |
|                              |                             | By Quote Only  |

- Winterize Fresh Water System**
- |                          |                          |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Boats up to 30'</b>                    |
|                          |                          | \$3 Per Ft. Plus Materials                |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Boats 31' and up</b>                   |
|                          |                          | \$4 Per Ft. Plus Materials                |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Winterize Head System (Qty. )</b>      |
|                          |                          | \$100.00 Plus Materials                   |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Winterize Air Conditioning (Qty. )</b> |
|                          |                          | \$100.00 Plus Materials                   |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Winterize Ice Maker (Qty. )</b>        |
|                          |                          | \$55.00 Plus Materials                    |

- Engine Systems**
- |                          |                          |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Change Oil &amp; Filter (Qty. )</b> |
|                          |                          | \$100.00 Plus Materials                |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Fuel Filter Change - per engine</b> |
|                          |                          | \$100.00 Plus Materials                |
| <input type="checkbox"/> | <input type="checkbox"/> | Large Diesel - BY QUOTE                |

- |                              |                             |  |
|------------------------------|-----------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <b>Tune-Up</b>                           |
| <input type="checkbox"/>     | <input type="checkbox"/>    | 4 Cylinder: \$99.00 Each Plus Materials  |
| <input type="checkbox"/>     | <input type="checkbox"/>    | 6 Cylinder: \$175.00 Each Plus Materials |
| <input type="checkbox"/>     | <input type="checkbox"/>    | 8 Cylinder: \$205.00 Each Plus Materials |

- Drive Plan Pricing for Mercruiser Only**
- |                          |                          |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Plan A \$325</b> Plus Materials per drive. Manufacture recommends every 100 hours. Includes remove and inspect drive, disassemble, inspect bearings and gears pressure test and install new impeller, change gear lube, check prop grease all fittings and mount drive with new gasket. |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Plan B \$225</b> Plus materials per drive. Manufacture recommends every 50 hours. Includes remove and inspect drive, check parts, change lube, visual check prop, grease all fittings and check alignment.  |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Plan C \$99</b> Plus Materials per drive. Includes change gear lube and inspect prop. Recommended every Haulout.  |
| <input type="checkbox"/> | <input type="checkbox"/> | <b>Contact For Additional Winter Work:</b> Shrink Wrap, Mechanical Repairs, Running Gear Repairs, Impellers, Sandblasting, Fiberglass Repairs, Rudder Repairs, Barrier Coat, Bottom Paint, Buff & Wax Etc.   |

Please make sure boat is in running condition, extra fees apply if boat is not operational. All services are DUE upon completion and are subject to a 3% service fee if not paid within 10 days! Total for these services is NOT included in any payment plan. Charges will be applied to CREDIT CARD. Shop supplies and Environmental fees will be applied to every invoice. 3 OR MORE CANCELLATIONS COULD RESULT IN A \$25 CHARGE FOR EACH OCCURANCE. **SERVICE AGREEMENT MUST BE SIGNED FOR PROCESSING ALONG WITH CREDIT CARD INFORMATION.**

Visa     MasterCard     Discover     Amex

CC# \_\_\_\_\_ Exp: \_\_\_\_\_ CCV \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

1. Marina grants to Customer a non-transferable and non-assignable right to use and enjoy the assigned slip as well as the marina, for the term contemplated herein, and in accordance with the restrictions and limitations herein imposed.
2. Marina retains the sole right to re-designate the dock space Contracted to a similar space within the marina.
3. Marina may refuse to Contract dock space to any person for any reason.
4. No open fires are permitted on docks or within a slip, including grills.
5. Customer agrees not to sell, transfer, assign or permit the use of his/her assigned dock space without the express written consent of the Marina.
6. If Customer desires to dock a boat or PVC other than the described craft, he/she must obtain the written permission of the Marina and pay any additional charges attributable to the size of the craft. No reduction of rent shall occur for smaller boats. Dock Summer Only. Maximum 1 ft. overhang. Additional charges will apply for overhangs over 1 ft. Said vessels must comply with all terms of this agreement.
7. Only those persons specified are permitted to enter or operate the boat in the marina, and no person shall engage in commercial activity in the marina without the prior consent of Marina
8. Customer agrees to hold Marina harmless and not liable for any loss caused or incurred during launching, storage, transporting or commissioning, caused by weather or any other event beyond the control of Marina. Marina will not be help responsible for damage from heat, freezing, or loss of utility service.
9. Marina does not guarantee that electrical service shall be continuous. Customer shall not use the marina's electrical outlets to operate power tools, equipment, machinery, etc. unless written permission has been given by Marina. Electricity may be metered and charged in addition to rent at the discretion of the marina.
10. Use of any open flame device, toxic chemicals, or any other hazardous equipment or supplies on the property is prohibited.
11. No gasoline containers are allowed to be stored on or transported over the docks. All gas and oil must be handled at the gas dock or service dock.
12. At the conclusion of the term of this Contract, it shall be renewed for the summer or winter season unless vessel is removed from the property. This contract will perpetuate year to year at prevailing rates.
13. Customer shall use the docks and attached facilities for reasonable and typical boating activities. Customer shall keep the dock area clear of all gear, tackle and other obstructions. Customer agrees not to dispose of waste or trash (including treated or untreated sewage from heads or holding tanks) in the docking areas. Customer shall not cause damage to the docking facility through excessive wear and tear, create any unnecessary disturbance or nuisance, or store rubbish on the docking facility. Customer shall comply with all laws and regulations.
14. Customer may perform minor maintenance work on his/her boat in the marina as long as such work does not interfere with the rights of the marina or the operation of the marina and Customer complies with all environmental regulations. If Customer wishes to have someone other than himself or an employee of the service center on premises work on his boat in the marina, prior approval must be obtained from Marina. Marina requires each outside serviceman to deliver to Marina evidence of liability insurance coverage naming Sandusky Harbor Marina as an additional insured in the amount of \$2,000,000 and a standard certificate of workman's compensation.
15. If Customer violates any of the terms and conditions contained in this Contract or those rules and regulations posted in the marina office, Marina shall have the option of terminating this Contract upon ten (10) days written notice to Customer. Customer shall remove his/her boat from the marina prior to the end of the ten (10) day period. Verbal abuse of marina personnel may result in Contract termination. No refunds given.
16. Customer grants to Marina any and all liens which may be applicable (including the Ohio Self-Service Storage Facility Lien) upon the boat, motor, all attached equipment and all personal property within the boat, to secure any and all fees, services and materials supplied to Customer by Marina during the term of this Contract. Customer gives Marina the authority to seize the boat and its contents and to foreclose the lien through the relevant provisions of the law and the Ohio Revised Code.
17. Customer shall not remove his/her boat from the dock space until all charges secured by the liens described in paragraph 16 have been paid in full.
18. Customer agrees to reimburse Marina for reasonable attorney fees and costs relating to a suit or other collection efforts by Marina against Customer to collect any amounts due under this Contract or any amounts due and secured by the liens described in paragraph 16 of this Contract.
19. If Customer fails to remove in a timely manner his/her boat and equipment from the marina's dock space at the termination of this Contract, Customer agrees to pay to Marina a fee at prevailing rates until the boat is removed; the collection of which rent may be enforced in the same manner as set forth previously for other fees due. Further, Marina shall have the right to remove the boat from the slip for safekeeping.
20. **INSURANCE AND RELEASES.** Customer agrees to have the water craft covered by full insurance (hull coverage as well as indemnity and liability coverage) naming Sandusky Harbor Marina as an additional insured and requiring the Insurance Carrier to give the marina thirty (30) day advance notice of the cancellation of the policy. Customer agrees to release, discharge, and hold harmless the Marina from any and all responsibility or liability for injury (including death), loss, or damage to persons or property in connection with Marina's docking facility or marina except as may be caused by Marina's Gross Negligence. This release, hold harmless and discharge of obligation shall cover without limitation any loss or damage resulting from Marina's employees docking, or hauling Customer's boat, vandalism, theft, hail, high/low water, wind, collision, ice, rain and any act of God. Customer waives any subrogation right against Marina.
21. Customer shall deliver to Marina duplicates of all keys required to access and operate his/her boat. Marina shall enter Customer's boat only in the event of emergency or enforcement under paragraph 16.
22. In an emergency situation, Marina shall be permitted but is not obligated to move, protect or secure Customer's boat. Customer will be billed at Marina's prevailing rates for the service rendered as posted in the marina office. Customer shall be required to pay all costs incurred by Marina on Customer's behalf.
23. Customer agrees to obey all State and Federal laws, rules and regulations, including those promulgated by the United States Coast Guard and/or the United States Army Corps of Engineers, if applicable, regarding the operation of watercraft in and or about the marina.
24. Marina payment policy is that all service invoices for winterization, shrink-wrap and / or service work are due upon completion of job. A monthly late fee of 3% shall be added to overdue accounts.
25. Safe Harbor Marina shall remove Boat from the water on haul-out date shown on front, or as soon as possible thereafter; and shall provide storage until May 1. However, inside boats may have to come outside prior to launch date depending on location of boat inside building and shall launch as provided in Rule 26. Haul-out date shall not be later than November 13, unless other arrangements are made with Marina Management.
26. Boat will not be launched before all storage, dockage, repairs and other charges at the Marina are paid. Boat will be launched on or about May 1st in approximately the inverse order in which it was stored. An earlier launching date will be made if practicable, at the discretion of the Marina: provided that, if other boats must be moved to make an earlier launching, the costs of moving shall be paid by Owner. If a later launching is desired, owner shall pay the costs of moving boats which may be necessitated thereby and the cost of moving Boat, if required.
27. Marina Payment Policy: all winter storage fees are due no later than December 1: (unless on payment program) all winterization work/shrink-wrap services are due upon the completion of the work, the credit card on file will be processed. Finance charges will occur at a rate of 3% per month on past due accounts.
28. Owner shall furnish to the Marina a set of keys to the Boat for haul-out and launching purposes and ensure that boat is in safe running condition: extra fees will be assessed if boat is not operational.
29. Boat must be scheduled and ready for launch by June 1, unless prior arrangements are made with management. Summer storage fees will accrue starting May 1. Summer storage fees will be waived if customer has scheduled launch by June 1, or if customer has contracted for a dock. Charges for outside summer storage are billed and due in full at the time of invoicing at the rate of \$36.00 per linear foot. Credit Card on file will be run. Contract will automatically renew from season to season as long as boat is on marina property.
30. No person, other than Owner shall work on Boat at the Marina during storage period without the prior approval of the Marina and such work shall be done during regular working hours of the Marina and at the full responsibility of Owner. All persons employed by Owner of Boat must have proper insurance forms on file with Marina Office in order to work on property. No electric tools are to be used in any building.
31. Location of boat in storage area and marina facility will be at the discretion of Marina management. Electrical and water hookups in storage areas will not necessarily be provided by the Marina.
32. All batteries must be removed or disconnected from boat during winter storage.
33. On all sailboats – owner must remove sail rigging before boat is hauled out. Removing and resetting of mast is done completely at owner's risk and regular labor rates will be charged until mast is placed on storage rack or stepped. Marina will not be responsible for lost mast parts. Boats that have mast stored on the deck will incur additional storage charges.
34. On sailboats stored with mast up, Marina shall not be responsible or have any liability for any damage caused to Boat as a result of the mast being up. Owner to supply support stands for any mast stored on boat. Marina will not be responsible for any damages caused by mast being stored on boat.
35. Trailer storage is not provided by the marina, and the marina is not responsible for any trailer left on the property.
36. If owner provides cradle for storage and the marina management deems the cradle unsafe for storage, marina will block and shore up boat appropriately at the owner's cost.
37. Owner shall not advertise the boat for sale on, or as being located at the marina. Any such listing may be on a brokerage basis with the marina broker. No "For Sale" signs allowed
38. No RV or campers permitted for use on Marina property. They can be stored during summer and/or winter seasons at retail pricing.

Initials: \_\_\_\_\_