

# B & B INVESTMENT PROPERTIES LLC aka RIVER BEND MARINA

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## WINTER STORAGE AGREEMENT AND SERVICE WORK ORDER TERMS AND CONDITIONS

Revised 9/13/2017

Lessee agrees to store the boat described as listed in the form titled; WINTER STORAGE AGREEMENT AND SERVICE WORK ORDER submitted via the website of [www.riverbendmarina.com](http://www.riverbendmarina.com) subject to the following terms and conditions listed in this agreement. This agreement is printed and published on the above mentioned website. This must be printed by the Lessee at any time and will remain on the website until this agreement expires on April 30th.

By submitting and checking the box labeled "I have read and agree to the terms and conditions" with the adjacent column stating "WINTER STORAGE AGREEMENT AND SERVICE WORK ORDER". Lessee agrees to the terms and conditions stated in this agreement.

This agreement covers winter storage for the period of October 1st to April 30th. This agreement for on and off site storage, transporting, and services made by and between B&B Investment Properties LLC aka River Bend Marina herein referred to as lessor and the customer herein referred to as lessee. The storage, transporting and services prices will be billed for at the special pricing rate and will be honored as payment in full providing the balance owing is paid in full within 14 days of the invoice date. If payment is not received within 14 days of the bill date a new bill will be generated for the prices on the regular price sheet. This balance must be paid in full within 14 days. If payment is not received within 14 days of the second billing at regular pricing a 1.5% or 50.00 fee, whichever is greater will be added monthly until the balance is paid in full.

The agreement for "winter storage and service work order " is not binding until the boat is physically pulled.

I HAVE READ THE CONDITIONS AND REGULATIONS GOVERNING STORAGE AND AGREE TO ALL TERMS AND CONDITIONS. I ACKNOWLEDGE I MAY PRINT AN EXACT COPY OF THIS AGREEMENT WHICH IS PUBLISHED ON THE WEBSITE.

Lessee further agrees to the additional "conditions," the "regulations governing storage," and the "Environmental Protection Rules" Listed below.

### CONDITIONS

**Winter storage and off site storage begins October 1st and ends April 30th. Lessor reserves the right to move any boat. Any boat remaining on land after May 1st without a summer contract will be subject to a storage charge of 10.00 per day. Any boats left on land after May 31st will be moved to a different location so cars and summer boat storage may use the area. A charge will be assessed to move the boat. All rates include relaunch in spring. Any off site stored boat not launched by June 30th will waive launching and automatically renew as summer storage for the full off site storage charge agreement which ends September 30th. On October 1st, winter storage contract will renew for the full off site storage charge agreement at current pricing.**

1. LESSEE AGREES TO REMOVE ALL ACCESSORIES AND EQUIPMENT [OTHER THAN STANDARD FIXED EQUIPMENT] BEFORE PLACING BOAT IN STORAGE, OR TO PAY THE REASONABLE COST OF HANDLING SAME, IF NECESSARY. OUTSIDE STORAGE WINTER COVERS TO BE SUPPLIED AND INSTALLED BY LESSEE WHO SHALL ASSUME SOLE RESPONSIBILITY FOR DAMAGE AND/OR THEFT INVOLVING SAME.
2. Lessee agrees that scheduling of haulouts will be made by appointment only. The Lessee or his agent is responsible for having the boat to the hoist at the scheduled haulout time. Access to the yard during winter storage will be restricted to daylight business hours. The Marina is off limits at dusk.
3. Lessor does not assume any responsibility or liability to the Lessee for any loss or damage to said boat or any other personal property or contents thereof placed with Lessor for dockage, storage, sales, repairs, transporting, testing or any other purpose whatsoever or brought on the premises, or stored at off site location by or for the benefit of Lessee, or his invitees or licensees caused by Act of God, explosion, fire, water, wind, theft, malicious mischief, civil commotion, collision or upset, that the Lessor does not assume any responsibility or liability for any personal injuries to Lessee, members of his family, or invitees or licensees of the Lessee while on the Lessor's premises, within the boundaries of Lessor's property, or off site storage and that the Lessee shall hold the Lessor harmless from any and all liability arising from loss, injury, or damage to persons or property who or which the Lessee may invite or bring on the Lessor's premises including claims for loss, injury or damage to persons or property asserted by a third party and arising from the negligence or fault of the Lessee.
4. Lessee agrees that Lessor shall have a possessory and/or maritime lien on stored items known as the "**Michigan Marina and Boatyard Storage Lien Act**" and that the said Lessor shall have the right to refuse to launch any boat or deliver any item or refuse to permit them to be removed from the premises until all of the terms and conditions of this agreement have been fulfilled.
5. Lessor reserves the right to measure all boats. Length of boat for purposes of storage will be the centerline length of boat plus any appenditures thereto [i.e. swim platform, outdrives and bow pulpits]. Beam will be widest measurement of boat.
6. Lessor is not responsible for boat cradles. All shoring equipment is the property of Lessor.
7. Lessor reserves the right to store boats on its premises at any location as determined in the sole discretion of Lessor.
8. **LESSEE AGREES TO KEEP THE ABOVE DESIGNATED BOAT FULLY COVERED BY INSURANCE. PROOF THEREOF SHALL BE FURNISHED THE LESSOR ON DEMAND AND ALL OBLIGATIONS OF THE LESSOR TO INSURE THE SAID BOAT IS HEREBY WAIVED BY THE LESSEE.**

9. Lessee will strictly comply with the rules and regulations that shall from time to time be posted by the Lessor for the regulation of said boat storage space and yards and the approaches thereto and for the admission of persons and property thereto.

10. In the event that the Lessee or any of his invitees or licensees shall fail to comply with and perform any of the conditions or agreements herein undertaken by him, or shall fail to observe the general rules and regulations posted by the Lessor from time to time for the operation of the said premises, the Lessor shall have the right to cancel this contract immediately and forthwith terminate all of the privileges granted herein the Lessee. Waiver of a violation of any of the terms and provisions of this contract shall not be construed as a waiver of any subsequent violation or violations.

**11. Lessee agrees that while the boat is on Lessors premises no outside contractor will be given permission by the Lessee or permitted on the property without first submitting the "Outside Contractor Forms" found on the website and only after receiving written consent from management. Lessee further agrees not give any outside contractor their personal access code to enter the property. Access code will be furnished by the Marina after the "Outside Contractor Forms" have been submitted and approved by management. Any Lessee violating this agreement agrees to be locked out of the property for the remainder of the contract.**

12. Lessee agrees to reimburse Lessor for reasonable attorney fees and costs relating to a suit or other collection efforts by Lessor against Lessee to collect any amounts due under this Contract or any amounts due and secured by the liens described in paragraph five [5] of the Contract.

13. If Lessee fails to remove in a timely manner the boat and equipment from the winter or dry storage space at the termination of this Contract, Lessor shall have the option of;

- [a] Charging Lessee daily rent of ten dollars per day of the space occupied, and charging for a move to another location, or
- [b] Pursuing any other remedy available under the law.

14. In the event of emergency affecting the boat or other boats or persons or property, the Lessor, in its sole discretion, reserves the right to move the boat provided that Lessor shall not be required to provide this service. In the event such service is provided, Lessee will be billed at Lessor's prevailing rates for the service rendered, posted in the Lessor's office and Lessee shall be required to pay all costs incurred by Lessor on Lessee's behalf. Lessee shall indemnify and hold Lessor safe and harmless from any and all liability, injury, loss or damage caused by or resulting to Lessee's boat due to any emergency situation.

15. Lessee agrees not to hold Lessor liable for any loss caused by any delay in launching, winter storage, transporting, off site storage, or commissioning caused by weather or any other event beyond the control of Lessor. Offsite storage is the sole responsibility of the Lessee. It is the lessee's responsibility to check the stability of the ground and to verify shoring equipment is functioning properly on a regular basis. Off site storage includes transporting, shoring, and launching no later than June 15th.

16. It is mutually understood and agreed that all terms and provisions contained in this Contract are severable and that in the event any of them shall be held to be invalid by any competent Court, this Contract shall be interpreted as if such invalid term or provision or covenant were not contained in this Contract.

17. This Contract and any rights granted herein to the Lessee shall not be assigned or transferred without the written consent of the Lessor. No refunds will be issued.

**The following "Regulations Governing Dockage and Storage" are fully incorporated herein.**

#### **REGULATIONS GOVERNING DOCKAGE AND STORAGE**

1. Living on the above described boat while stored on the Marina premises is prohibited.
2. No dogs allowed on the Lessor's premises unless leached.
3. Excessive use of electric current will be charged to the Lessee. all 110 volt power cords must be disconnected when boat is left unattended in winter storage.
4. No smoking allowed in buildings at any time or on boats while boats are on land or in winter storage.
5. Batteries must be removed or disconnected from all boats prior to winter storage. Boats may only be plugged into electric outlets while boat owner is in attendance. Overnight charging is not permitted.
6. Draining of the boat plumbing and engine, prior to winter storage is the Lessee's responsibility.
7. No "For Sale" signs are allowed on boats at any time unless specifically authorized by Marina in writing.
8. Any charges more than thirty [30] days past due shall be subject to a one and one-half [1 1/2] percent per month charge on the unpaid balance or fifty [\$50.00] dollars per month, whichever is greater. The charge is determined by applying 1.5 percent monthly periodic rate [18 percent annual percentage rate] to the unpaid previous balance as a service charge.
9. All trash, bottles, cans, waste and debris of any nature must be placed in plastic bag before depositing in trash barrels or receptacles.
10. All motorized vehicles including but not limited to minibikes must be operated by a person duly licensed by the State of Michigan. All other vehicles not so operated are prohibited on the Lessor's premises.
11. Lessee shall be responsible for the conduct of Lessee's guests on the boat and on the Lessor's premises.
12. Lessor reserves the right to assign Lessee a time for painting and varnishing to avoid a conflict with the sanding, scraping and similar activities of other Lessees.

13. Noise shall be held to a minimum. Lessee shall use discretion in operating motors, generators, or accessories capable of producing loud noise so as not to create a nuisance.
14. Use of any open flame devise, toxic chemicals or any other hazardous equipment or supplies in the docking or storage area is prohibited. Lessee will be liable for any damage to the Marina ground from use of antifreeze, lubricants or any hazardous chemicals.
15. Power washers are not permitted.
16. 'Tarping' of boats is not permitted. Shrink wrapping is only permitted and must be installed by a licensed and approved contractor.

#### **ENVIRONMENTAL PROTECTION RULES**

Work must be done in a safe manner, in compliance with all applicable laws and regulations, to provide for the safety of property and the safety of contractor personnel, Marina personnel, and the general public. Work sites must be kept clean and orderly. Work, which could create a hazard to people or property, must be appropriately delineated to prevent injury or property damage. Use of any unsafe equipment is against Marina policy. All accidents must be reported to the Marina management.

Work must be done in an environmentally safe and clean manner, including:

1. In compliance with all applicable laws and regulations, to provide for the protection of the environment from damage or pollution caused by any work done while on Marina property.
2. No wastes shall be disposed of in or on Marina property (including dumpsters) without specific written permission of management. All chemical wastes must be removed from Marina property. No waste shall be disposed of on any land or wetlands or waters, on, or adjoining, Marina property.
3. Spills hazardous to the environment, on any Marina property, of any type must be reported to Marina management immediately. Full cost of cleanup, removal and/or environmental damage for work done in this Marina is the responsibility of the Lessee.
4. All chemicals brought on Marina property must be removed at the conclusion of the job. All hazardous chemicals used on Marina property must be approved by Marina management prior to being brought on site. This approval process requires that a copy of the Material Safety Data Sheet for each chemical used in the course of work will be supplied to this Marina, and all chemicals which might provide a hazard to Marina personnel, the general public, or the environment, through use, spillage, or improper disposal. Provisions of the Hazard Communication Standard must be followed.
5. I agree to the terms of these **ENVIRONMENTAL PROTECTION RULES** and will be adhere to them . Failure to comply with this policy will result in loss of the right to access Marina property.