

2023 Winter Storage / Winterization Request and Contract

Request and Contract
PLEASE READ, COMPLETE AND SIGN ON REVERSE SIDE
AND RETURN WITH A COPY OF CURRENT INSURANCE.

WINTER STORAGE THROUGH DECEMBER 31, 2023

	WORK PHONE			
BOAT NAME HOME PHONE				
COMBO # or KEY Y/N	Insurance Purposes Only)			
SAIL POWER L.O.A (INCLUDING BOW PULPIT / SPRIT TO SWIM PLATFORM / STER	N RAIL)			
CRADLE / TRAILER? YES NO BOAT STANDS? YES # of stands NO	,			
REQUESTED HAULOUT DATE: OWNER WILL WILL NOT BE PRESENT AT HAULOUT.				
HAULOUTS AVAILABLE MONDAY THROUGH FRIDAYS 8:30 – 15:00 AND SATURDAY MORNING 8:30 – 11:00 HAULOUTS ON SUNDAYS OR APPLEFEST WEEKEND FRI. OCT. 6th THROUGH SUN. OCT. 8th. If you plan or contact you if your selected time is not available. FOR SATURDAY HAULOUTS YOU MUST BE READY AHEAD (CANCELLATIONS OR WE ARE AHEAD OF SCHEDULE, YOUR TIME SLOT WILL BE MOVED UP.	n being present we will			
ANYTIME AFTER THE FOLLOWING DATE 1st. CHOICE 2nd. CHOICE APROX. TIME APROX. TIME ISLANDS MARINA: (MAST STORAGE ADDITIONAL)	F NOT AT APOSTLE			
DE-COMMISSIONING and WINTERIZING CHECK LIST THESE ARE OPTIONAL SERVICES, BILLED AT T & M. PLEASE READ AND FILL OUT CAREFULLY. WE WILL NOT PERFORM ANY SERVICES NOT CHECKED. LABOR \$110.00/HR.				
□ NO WINTERIZING / SERVICE NEEDED, JUST HAULOUT AND / OR STORAGE				
PRE HAUL OUT MAINTENANCE (Must be done while boat in water) WINTERIZING / DE-CON	MMISSIONING			
☐ CHANGE ENGINE(S) OIL AND FILTER(S) MECHANICAL				
☐ CHANGE GEN SET OIL AND FILTER ☐ WINTERIZE ENGINE(S)				
☐ CHANGE TRANSMISSION(S) FLUID ☐ WINTERIZE GEN SET				
☐ CHANGE ENGINE(S) FUEL FILTERS ☐ DISCONNECT BATTERIES #				
☐ CHANGE GEN SET FUEL FILTERS ☐ TURN OFF BATTERY SWITCHES ☐ CHECK OUTDRIVE FLUID	D #			
PRE HAUL OUT WINTERIZING SHOULD BE DONE PRIOR TO HAUL CHECK OUTDRIVE FLUID CHANGE OUTDRIVE FLUID				
☐ CHECK CLOSED SYSTEM ENGINE ANTIFREEZE				
CHECK CLOSED SYSTEM GEN SET ANTIEPEEZE				
NAINTEDIZE AC / DEVEDSE CYCLE HEAT				
# OF UNITS? HOW MANY OF THE FOLLOWI	NC.			
HAUL OUT AND FUEL DOCK TANKS WATER	-			
FAUCETS ICE BOX	PLIMP(S)			
HAUL WITHOUT OWNER PRESENT SHOWER SUMP(S)DE				
TOP OFF FUEL GAS DIESEL OTHER_				
# OF TANKS? WINTERIZE HEAD(S) & HOLDING				
ADD FUEL PRESERVATIVE TANK CAPACITY WINTERIZE BILGE PUMP(S) #				
PUMP OUT & FLUSH HOLDING TANK(S) #				
UNSTEP MAST & STORE (MAST STORAGE ADDITIONAL)				
SHRINK-WRAP, BLOCKING AND MISCELLANEOUS				
□ STAND RENTAL @ \$42.00 EA. # OF STANDS □ STOW DECK GEAR ON BOARD				
□ BLOCK BOAT BOW UPSTERN UP □ REMOVE SAILS, FOLD, AND STO	OW BELOW DECKS.			
☐ SEACOCKS OR DRAIN PLUGS TO BE OPENED # ☐ SHRINK WRAP BOAT - SEE ENG	CLOSED FORM			
ADDITIONAL INSTRUCTIONS:				

2023 RECREATIONAL WINTER STORAGE RATES AND CONTRACT INCLUDES: HAUL-OUT / BOTTOM WASH / STORAGE THROUGH DECEMBER 31, 2023

2023 WINTER STORAGE STORAGE ONLY, NO HAUL OR WASH

\$24.00 / FT. LOA (Includes swim platforms, outdrives, davits, pulpits, etc.) \$18.00 / FT. LOA (Monthly Dry Storage Rate: \$6.00 FT / per Month)

\$170.00 Surcharge for boats that require parking with the Travelift.

The undersigned boat owner (Tenant) hereby contracts for 2023 Winter Storage at **APOSTLE ISLANDS MARINA** (Marina) in Bayfield, WI, ending December 31, 2023. In consideration of the payment of storage fees, Marina shall provide 2023 Winter Storage (Including haul out, bottom wash, and 2023 storage) to Tenant for a period commencing Oct.1 or haulout date if after Oct. 1, and terminating on December 31st, 2023. All Storage fees must be paid in full 30 days net from date of invoice.

- 1. LOSS TO BOAT OR CONTENTS: Tenant acknowledges that any loss or damage to the boat or contents is and shall remain the sole responsibility of Tenant, including, but not limited to, vandalism, malicious mischief, or theft. Accordingly, Tenant shall provide his / her / their own insurance for losses. Tenant hereby releases any and all claims against the Marina with respect to loss or damage to such boat or its contents.
- 2. DAMAGE TO PROPERTY OF OTHERS: Tenant hereby assumes full responsibility for damage done by Tenant, his agents or invitees to Marina facilities or the property of others. Tenant, upon demand, shall provide Marina with evidence of adequate liability insurance coverage to insure the risks assumed herein.
- 3. MARINA RULES: Tenant agrees to comply with the rules and regulations of the Marina, some of which are summarized below. Marina reserves the right to amend or add to the rules and regulations by posting in the Marina store.
- 4. **NO WAIVER:** Should Marina fail to insist upon strict compliance of the rules and regulations it shall not be deemed a waiver of the right to insist upon strict compliance in the future.
- 5. **COMPLIANCE:** Tenant agrees that if Tenant breaches the conditions of this agreement or the rules and regulations of the Marina, or if Tenant fails to pay any sum payable herein or under any other contract payable with the Marina, then all sums owing the Marina shall bear interest at the rate of 18% per annum and Tenant shall be liable for any and all reasonable attorneys fees and costs incurred in the collection thereof.
- 6. **PAYMENT:** Payment for invoices is due upon receipt. In the event payment in full is not made within 30 days of the monthly billing date, pursuant to the provisions of the Wisconsin Consumer Credit Act, Apostle Islands Marina, shall treat this transaction as an open-end consumer credit transaction. In the event the entire unpaid balance is not paid within 30 days of the monthly billing date, The Tenant / Owner are informed as follows:
 - a. ANNUAL PERCENTAGE RATE: A finance charge of 1.5% per month on the unpaid balance due, not paid within 30 days of the monthly billing date, will be assessed.
 - b. A \$10.00 minimum finance charge will be assessed on any balances due not paid within 30 days of the monthly billing cycle.
 - c. No annual fee will be imposed by Apostle Islands Marina.
 - d. No other charges or fees will be imposed by Apostle Islands Marina, for offering this open-ended credit plan.
- 7. **APOSTLE ISLANDS MARINA**, reserves all rights against the vessel and personally against the Owner / Tenant for payment of all charges and to maintain possession of items related to the vessel until all charges have been paid in full. Specifically, the provisions of Wisconsin Statute 779.43, liens for keeper of marinas, et al, along with the provisions of Wisconsin Statute Chapter 780, liens against vessels, shall apply.

Tenant affirms that he/she/they have received, read and understand the terms stated above; along with the rules and regulations stated below.

By Tenant		Partner (If Applicable)	
Date	, 2023		

Partial list of Rules and Regulations Governing Use Of Apostle Islands Marina.

The word "Marina" is used here to indicate any person authorized to represent the operators of Apostle Islands Marina. The word "Tenant" is used to indicate the Owner, Partner(s), Agent(s), or Invitee(s) of vessel included in this agreement.

- 1. While at the Marina, Tenant agrees to abide by all laws and boating regulations of the United States, State of Wisconsin, and City of Bayfield, Wisconsin, and such rules of Marina as may be established hereafter.
- 2. The extent of boat repairs and maintenance permitted at dockside or in the yard is at the discretion of the Marina. No outside contractors or service organizations or individuals will be permitted to undertake any work on boats in the Marina without written approval by the Marina.
- 3. Tenant shall conduct itself so as not to unreasonably annoy, disturb or interfere with the rights or privileges of the other tenants. Tenants are responsible for the conduct of their agents and invitees.
- 4. Parking of vehicles and / or trailers is at risk of Tenant. City ordinance prohibits sleeping in vehicles overnight. Vehicles other than tenants boat left at the Marina will be charged additional storage charges.
- 5. Pets are permitted as long as they do not disturb others. Pet waste must be cleaned up immediately.
- 6. Dumpsters are for normal daily refuse only. There will be additional charges for large items such as cushions, tarps, sails, old tanks, etc. Please ask at Marina office about discarding items of this type. Recycling is mandatory in the state of Wisconsin. Tenant will not dispose of hazardous waste in Marina Dumpsters and will be assessed special handling fees if Tenant does.
- 7. Dockage fees do not include cradle or trailer storage fees. If Tenant is not storing their boat with the Marina in the Fall, additional charges will be assessed for cradle or trailer storage and handling unless removed from Marina premises.