



425 Maritime Drive, PO Box 993 • Manitowoc, Wisconsin 54221
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Winter Haulout and Storage Contract (Inside Heated Storage - 2009/2010)

Owners Name: _____ Boat Name: _____
 Sail/Power: _____ Length: _____ Beam: _____ Draft: _____ Mfg: _____ Yr: _____
 Address: _____ City/State: _____ Zip: _____
 Home Phone: _____ Office Phone: _____
 Slip Number: _____ Key _____ Combination Lock _____ (Please Specify One or the Other)

HAULOUT & RELAUNCH TIME FRAMES

Please indicate your preference of a haulout & relaunch dates by checking the appropriate date below. (Please realize that we cannot guarantee your specific haulout or launch dates, but we will do everything possible to accommodate your schedule.) All boats must be out of the building no later than June 15th.

(Circle Response) Owner will be present for Haulout? (Yes or No) Does the Marina have your key? (Yes or No)

Haul-out Date:	Re-launch Date:	Check:
Sept. 15 th thru Oct. 1 st	May 20 th thru June 15 th	_____
Oct. 2 nd thru Oct. 15 th	May 5 th thru May 19 th	_____
Oct. 16 th thru Nov. 1 st	April 15 th thru May 4 th	_____

(Deviation from selected time slot may result in additional charges.)

ADDITIONAL SERVICES

Services rendered on a time & material basis, unless otherwise indicated. All services that the Owner wants the Marina to perform must be indicated with a check in the appropriate column.

		FOR SERVICE DEPT. USE ONLY	
ENGINE ROOM:	# of Engines _____ # of Cylinders _____	Date Completed	Technician
Owner	Marina		
_____	_____	Change Crankcase Oil & Filter(s) (See Flat Rate Price Sheet)	_____
_____	_____	Change Transmission Oil (See Flat Rate Price Sheet)	_____
_____	_____	Change Fuel Filter(s) (See Flat Rate Price Sheet)	_____
_____	_____	Lower Unit Lube & Oil Change (See Flat Rate Price Sheet)	_____
_____	_____	Change Generator(s) Oil & Filter(s) (See Flat Rate Price Sheet)	_____
_____	_____	Fog Cylinders (Gas Engine Only) (See Flat Rate Price Sheet)	_____
_____	_____	Other: _____	_____
BATTERIES:		All Batteries Must be Disconnected...Number of Batteries _____	
_____	_____	Disconnect Terminals for Storage on Board	_____
_____	_____	Remove Batteries	_____
_____	_____	Store & Maintain Batteries (\$15.00 each/season)	_____
BUNKING:		Bunking or Cradle Repairs	
_____	_____	Boat Stand Rental (Number of stands needed _____)	_____
_____	_____	Boat Stand Purchase (Number of stands needed _____)	_____
_____	_____	Pick Up Cradle/Stand...FREE within 100 Miles	_____
_____	_____	Currently Own: (Circle One) Cradle or Stands # _____	_____
(Marina reserves the right to refuse to use cradle, if it is deemed unsafe)			
RIGGING:		Remove Running Rigging, Sails & Loose Gear (Store on board)	
_____	_____	Un-step Spar	_____
_____	_____	Store Spar on Outdoor Mast Rack – De-Rigged...No Charge	_____
_____	_____	Store Spar Outside on South Lawn - Fully Rigged...\$200.00	_____
_____	_____	Store Spar Inside Heated Facility – De-Rigged...\$400.00	_____
_____	_____	Store Sails (\$30.00 per storage order)	_____
_____	_____	Remove Interior Cushions (\$30.00 per storage order)	_____
MISCELLANEOUS:		Pump Bilge	
_____	_____	Drain Water Tanks	_____
_____	_____	Stabilize Fuel Tank	_____
_____	_____	Pump Out Holding Tank	_____
_____	_____	Remove Canvas (Store on Board)	_____
_____	_____	Rent Personal Storage Bin in Service Center...\$85.00/Season	_____
_____	_____	Inflatable Boat Storage...Light Cleaning & Inspection...\$150.00	_____
_____	_____	Inflatable Boat Inspection...Provide Written Estimate for Repairs	_____
Note: Inflatable Boat Storage Applies Only to the Boat & Not Oars, Pumps, Etc.)			

Would you like us to prepare a recommended work list for your consideration? _____

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Work List to be Completed before Launch:

SPECIAL CONDITIONS: If no specific date is given for haulout, the first available date will be assigned to that vessel. Should an owner, or his representative, request to be present during haulout, and is not present at the appointed time, the vessel will be rescheduled for the next available haulout date. It is the owners responsibility to confirm his/her haulout date and time two (2) days in advance. The Marina reserves the right to adjust haulout and launch dates and times due to situations beyond its control; i.e. weather conditions, low lake levels, mechanical problems, emergencies, etc. All requested services will be performed in a timely manner to insure the full protection of the vessel.

LEASE OF STORAGE SPACE:

Subject to the conditions herein, Sailboats Inc. (S.I.), d.b.a. Manitowoc Marina, agrees to lease to the above Tenant, and the Tenant agrees to lease from S.I., Winter Storage in/on the Marina facilities for the period from September 15th, 2009, through no later than June 15th, 2010, for the sum of \$ _____, plus applicable taxes. (Indoor Storage Fee to be based on vessels actual length overall, times beam, times sq.ft. rate.)

RULES & REGULATIONS:

Tenant agrees to comply with all the Rules and Regulations, as well as the Environmental Management Policy, which are posted in the Customer's Lounge. If the Tenant fails to comply with these Rules and Regulations, this Winter Haulout and Storage Contract may be terminated by S.I. immediately, and S.I. may remove the Tenant's boat from its leased facilities. The attached Rules and Regulations may be amended during the contract term with the approval of the City of Manitowoc (City).

LIABILITY:

(A) Bodily Injury or Property Damage to Tenant. Tenant agrees that any bodily injury or property damage to the Tenant, Tenant's boat, the contents thereof, or any other property of the Tenant in the harbor or on any portion of the Marina facilities is and shall remain the responsibility of the Tenant. Neither the City nor S.I. shall have any liability for any such injury or damage. Causes of such injury or damage shall include, but not be limited to, vandalism, malicious mischief, theft, or damages caused by wave action, storm, fire, ice or freezing, or the conditions of docks or Marina facilities themselves. Tenant agrees to provide proof of his own insurance against losses to property of the Tenant and hereby agrees to indemnify and hold harmless S.I. and the City with respect to any such loss or damage, even if caused by the negligence of S.I. and/or the City.

(B) Bodily Injury or Property Damage to Others. Tenant hereby assumes full responsibility for any bodily injury or property damage caused by Tenant, his agents or invitees, to any persons or property, including the Marina facilities. Tenant agrees to indemnify and hold S.I. and the City harmless from any such bodily injury or property damage, and agrees to carry insurance to insure the Tenant against any such liability. Tenant shall, upon demand by S.I., provide evidence of adequate liability insurance to insure against all risks assigned to the Tenant under this Winter Haulout and Storage Contract.

(C) Legal Clarification. Manitowoc Marina warrants its work for six (6) months following completion, provided the Marina is notified within such period of any defect and the vessel is brought to the Marinas' facility for repair. However, the Marinas' limited warranty does not extend to any machinery, equipment or material manufactured or supplied by others. Any implied warranties, including any warranty of merchantability, fitness for particular purpose or seaworthiness, are limited to the duration of the Marinas' warranty. Manitowoc Marinas' warranty is limited to the actual invoice amount covering the work that was performed.

In addition to those liens arising under state or federal law, as Vessel Owner, I grant Manitowoc Marina a security interest in the vessel, its equipment, furnishing and other appurtenances, to secure sums due under this agreement, including costs and attorneys' fees. In accordance with the lien granted, I further extend to the Marina a license to board the vessel, in the event of my default, and remove any machinery, equipment or material the Marina provided or installed. This license shall be deemed coupled with an interest and may not be revoked. Manitowoc Marina reserves the right to file a financing statement with the Wisconsin Department of Financial Institutions evidencing its security interest in the vessel at any time after consummation of this agreement.

This agreement shall be in effect for the above stated period unless sooner terminated by destruction of facilities by storm, ice, freezing, fire or any other occurrence. Note: Manitowoc Marina basin & docks will be officially closed on November 1st, 2009. Slip extensions will not be granted after this date.

I have read, understand and authorize the above work to be completed by the Manitowoc Marina. By providing a haulout date above, I have authorized Manitowoc Marina to haulout my vessel and move it into its Indoor Heated Winter Storage facility. I expect to be charged, and agree to pay, the appropriate charges for these services, in addition to the published Storage fee.

Terms are effective 7/1/2009 and are subject to change without notice.

Winter Haulout and Storage Contract signed the _____ day of _____, 2009.

Tenant

Sailboats Inc., dba Manitowoc Marina

Partnerships - All partners must submit a signed Winter Haulout and Storage Contract.
Corporations - At least two corporate officers must submit a signed Winter Haulout and Storage Contract.

NOTE: All Accounts must be paid in full before boat can be re-launched.