

# NORWEST MARINE

## Marina Terms and Conditions

It is mutually agreed between Norwest Marine, Inc. (Norwest) and Owner that the following terms and conditions shall govern the entire transaction of winter storage:

### GENERAL

1. The winter season is from November 1 – April 30. Any boats left on land after May 31<sup>st</sup>, without being contracted for Summer Dry Storage or Dockage will automatically be charged the prevailing Summer Dry Storage rate.
2. Owner agrees to leave a set of keys at Norwest's office before the boat is put into storage.
3. No tarps of any kind are permitted as boat covers.

### LIABILITY

4. This contract is storage space only, and such space is used at the sole risk of the owner. Norwest shall not be liable for the care of the protection of boat (including gear, equipment, and contents) or any loss or damage of whatever kind or nature to the boat.
5. Owner agrees that Norwest shall not be responsible for any damage or loss which occurs to the Vessel including but not limited to: acts of God, force majeure, fire, riots, acts of war, extremes of weather, theft, lightning, floods, icing, hurricanes, or from causes beyond immediate direct control of Norwest. Norwest assumes no responsibility or liability for damage or loss which occurs as a result of the action or negligence of other boat owners or guests on Norwest property.
6. No fires of any kind will be permitted. Due to fire hazard, Owner shall not store gasoline on Norwest property, or about Owner's boat except in fuel tanks that are permanently installed and ABYC marine approved.

### INSURANCE

7. Owner warrants and covenants that at the inception of this contract and at all times during the contract period, while the boat uses Norwest's facilities, the boat shall be covered by adequate hull insurance in an amount equal to at least 80 percent (80%) of its current market value, and shall be covered also by usual form of protection and indemnity insurance for all non-collision forms of damage caused by the boat or those aboard. Owner will furnish a copy of the boat's insurance certificate with this contract.
8. Norwest carries no insurance for individuals, Owners' boats or other property. Owner agrees that store thereof is at the sole risk of Owner and Owner releases Norwest from any and all claims for loss however caused.

### WORKING ON PREMISES

9. Owners will be responsible for clean up to Norwest property where Owner will perform work. Owner shall not create any debris, dust, paint and et cetera that in any way impacts on, or damages any nearby boats.
10. It is hereby stipulated and agreed that Owner may directly or indirectly supply their work, labor, parts, components, and materials in respect to the maintenance, repairs, and services for the boat while stored with Norwest. The Owner shall first notify Norwest of their intentions and supply Norwest with a certificate of insurance (except in cases where Owner is to perform work personally) covering personal injury and property damage claims in the policy limits normally carried by Norwest. In addition, workers not affiliated with Norwest are to report to the Norwest office immediately and shall pay, in advance, a daily fee for the proportionate share of Norwest's overhead that is allocable to the facilities being used by such outside workers. Norwest shall have the right to deny access to its premises to anyone not complying with the above terms.
11. Any person changing the oil in their boat should contact the yard for proper disposal of the oil. Oil is not to be disposed of in any trash receptacle or dumpster.

### DEBT

12. All previous bills must be paid in full before Norwest will haul or launch Owner's boat to or from storage or for removal. Winter storage fees must be paid in full before removing boat from Norwest.
13. All charges unpaid after 30 days from the billing date will be assessed a late charge at a rate of 1.5% per month (\$5 minimum). Any Owner whose account is 30 days past due will not be allowed to incur any further charges with Norwest until the account is paid in full. All accounts must be paid in full before removing boat from Norwest.
14. Should any amount by Owner to Norwest be more than 30 days past due, Owner authorizes Norwest to charge such amounts to the credit card provided by the Owner to Norwest without further authorization from Owner. This contract will not be binding on Norwest unless Owner has provided full credit card information and signature on the front of this contract.
15. Should Owner default on any provision of this contract, Owner agrees to pay for all costs incurred by Norwest due to such default, including court costs and reasonable attorney's fees.
16. If Owner violates any terms and conditions of this agreement, Norwest shall have the option of terminating this Agreement upon ten (10) days written notice to the Owner. Owner must remove the boat from the marina prior to the ten (10) written day period and Owner storage fees will be forfeited.