

# PRIDE MARINE GROUP *Winter Storage Agreement 2010/2011*



Name	Date	
Address	City	
Postal Code	Province	
Home Telephone	Mobile Phone	
Email Address		
<i>I would like to receive email information from PMG:</i>	Yes / No	
Boat Make	Model	Year
VIN#		
Boat Length Overall	Trailer Type/Size	
Insurer	Policy #	Expiry
Boat House Location / Coordinates		

Covered up to 20 ft	<input type="checkbox"/> \$44/ft		
Covered 21 ft and above	<input type="checkbox"/> \$50/ft	Tower removal/support	<input type="checkbox"/> \$150.00
Open storage rack up to 20 ft	<input type="checkbox"/> \$30/ft	PWC Storage	<input type="checkbox"/> \$495.00
Open storage rack 21 ft and above	<input type="checkbox"/> \$37/ft	Tin boat with motor	<input type="checkbox"/> \$350.00
Open storage rack on Trailer/Blocks	<input type="checkbox"/> \$28/ft	Tin boat without motor	<input type="checkbox"/> \$250.00
Pontoon storage	<input type="checkbox"/> \$40/ft	Tender (small craft)	<input type="checkbox"/> \$495.00

### **Boat House Service Muskoka/Rosseau/Joe/Balsam**

*Please choose winterizing services from menu*

with electric hoist	<input type="checkbox"/> \$100 service call to boat house
without electric hoist	<input type="checkbox"/> \$199 service call and hoisting and blocking
additional boats each	<input type="checkbox"/> \$75 hoisting and blocking each additional
PWC each	<input type="checkbox"/> \$75 hoisting and blocking each

Boat length overall	x	Storage Rate	=	
Boat house services total			+	
Winterizing services			+	
Total			=	
Tax HST 13%			+	
Total services and storage 2010/2011			=	* Add totals to services menu.

**EQUIPMENT LEFT IN THE BOAT IS THE CUSTOMER'S RESPONSIBILITY  
PRIDE MARINE GROUP ASSUMES NO RESPONSIBILITY FOR ITEMS STORED IN BOAT.**

**Notice to Boat Owners:** You should notify your insurer you have signed this agreement as it may invalidate your insurance unless you have the consent of the insurer in writing.

**THE UNDERSIGNED OWNER ACKNOWLEDGES THE TERMS & CONDITIONS  
OF THIS AGREEMENT WHICH SHALL FORM PART OF THIS AGREEMENT.**

Contract #	Winterization WO #
Date	Owner's Signature

**Winter Storage Period:** \_\_\_\_\_, 2010 to May 31, 2011 (after May 31 Summer Storage rates will apply.)  
Payment in full due upon receipt, 2% per month (24% per annum) service charges on overdue accounts

***Acknowledgment of Terms and Conditions:***

By signing this Winter Storage Agreement (“the Agreement”), the Owner accepts and acknowledges the following terms and conditions relating to the Boat, Motor, Trailer and Additional Equipment described on the face of the Agreement, and agrees to be bound thereby.

***Waiver of Liability:***

The Owner acknowledges that the Marina does not assume any duty to care for the Boat, Motor, Trailer and Additional Equipment or to prevent loss or damage thereto while the same is under the control and direction of the Marina, or is on the Marina’s premises.

The Owner hereby releases the Marina from liability for any damage, expense, or loss to the Boat, Motor, Trailer and Additional Equipment however caused, whether by the negligence of the Marina, its employees, agents or representatives, or otherwise, while the Boat, Motor, Trailer and Additional Equipment are under the control and direction of the Marina, or are on the Marina’s premises. The Owner hereby releases and discharges the Marina, its employees, agents or representatives from all actions, causes of action, claims and demands in any way related to this Agreement.

The Owner hereby agrees to reimburse or indemnify the Marina for the repair of any damages caused to any property of the Marina, and for any sums required to be paid to anyone by the Marina, its agents, or representatives as the result of the use of or presence on the Marina premises of the Owner, the Boat, Motor, Trailer and Additional Equipment.

***Claim for Lien:***

The Owner acknowledges that the Marina shall have a lien against the Boat, Motor, Trailer and Additional Equipment for all unpaid sums due under this Agreement. The Marina shall be entitled to liens pursuant to the Repair and Storage Liens Act, R.S.O. 1990, c. R-25, as amended, and any successor statute. The Marina shall be entitled to retain possession of the Boat, Motor, Trailer and Additional Equipment, or any of them, until payment is received by the Marina of all sums owing by the Owner or until the Boat, Motor, Equipment, Trailer and Additional Equipment are disposed of in accordance with the Repair and Storage Liens Act.

***Licence Agreement Only:***

The Owner expressly acknowledges that this Agreement shall create a licence agreement between the Marina and the Owner wherein the Owner is licenced to use the storage space and area, from time to time designated by the Marina for the storage of the Owner’s Boat, Motor, Trailer and Additional Equipment.

***Location for Storage:***

This Agreement shall not grant to the Owner any right, title, claim or interest in or to any specific storage space or area. The Marina may determine, at its sole discretion, where the Boat, Motor, Trailer and Additional Equipment are to be stored. The Marina, at its sole discretion and without notice to the Owner, may relocate the Boat, Motor, Trailer and Additional Equipment from time to time as it may deem necessary.

***Winterization of Boat, Motor, Trailer and Additional Equipment:***

The Marina assumes no responsibility for the preparation of the Boat, Motor, Trailer and Additional Equipment for winter storage save and except as specifically authorized and directed by the Owner pursuant to this Agreement;

***No Duty to Inspect or Maintain:***

The Marina shall have no obligation to inspect or provide maintenance or repair for the Boat, Motor, Trailer and Additional Equipment except as authorized and directed by the Owner pursuant to this Agreement, and  
The Marina shall have no obligation to maintain or repair the covering or shrink wrapping that has been applied to the Boat, Motor, Trailer and Additional Equipment by the Marina or by or on behalf of the Owner; and  
The Marina shall have no obligation to notify the Owner of the necessity for any maintenance or repairs of the Boat, Motor, Trailer and Additional Equipment or to the cover or shrink wrapping during the duration of this Agreement.

***Snow Removal:***

The Marina shall have no obligation to remove snow or ice from the Boat, Motor, Trailer and Additional Equipment, nor to notify the Owner of the necessity from any such snow or ice removal. The Marina shall not be responsible for any loss, damage, cost or expense relating to the removal or non-removal of snow or ice from the Boat, Motor, Trailer, and Additional Equipment.

***Authority of Corporation to Execute Agreement:***

If the Owner is a corporation:

the person signing this Agreement hereby acknowledges that he or she has the authority to bind the corporation; and  
the Owner has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement; and  
a execution and delivery of this Agreement and the consummation of the transaction contemplated under it have been duly authorized by all necessary corporate actions on the part of the Owner.

***Entire Agreement:***

This Agreement shall constitute the entire agreement between the parties and any amendments hereto are required to be made in writing and accepted by the Owner and Marina.

***Jurisdiction:***

The rights and obligations under this Agreement shall be interpreted and construed in accordance with the laws of the Province of Ontario.