



Winter Storage Terms of Service 2023-24

C-Land Marine, LLC (“C-Land”) will provide services related to haul-out, winter storage, and launch as detailed in each individual contract. All arrangements must be made and signed in advance of any services being performed.

1. C-Land will receive at our location, pick-up or remove the Boat (where “Boat” is defined for the purposes of this document as any vessel, PWC, vehicle or other item being stored by C-Land) from the water on the scheduled haul-out date, or as soon as possible thereafter; and will provide heated, secure storage for the Boat at C-Land’s storage buildings, or at any of our subleased buildings (“Facility”) until May 31st of the following calendar year; provided, however, that if the Boat is stored inside, once weather permits and the Spring launch season has begun, it may be necessary to remove the Boat from inside the Facility and block it outside until it is scheduled for launch to accommodate other boats scheduled for earlier launch. Unless prior arrangements are made with C-Land, the haul out date shall not be later than November 1st. If the Boat or any personal property, including any cradle for the Boat, remains at the Facility beyond June 1st without the prior written approval of C-Land, the Owner will incur additional storage charges at the prevailing summer rate for any month or partial month the Boat or such personal property remains at the Facility beyond June 1st.
2. The Boat will not be launched until all storage (including any additional storage charges incurred for storage beyond June 1st), repair and other incurred charges are paid in full.
3. The Owner must furnish C-Land with a complete set of keys to the Boat for purposes of haul-out and launch.
4. C-Land shall not be responsible for, nor have any liability whatsoever, for any loss, damage, personal injury or loss of life or property within the control of C-Land, or its respective employees, agents and/or independent contractors in connection with: (a) the Facility premises or the use of the storage space, (b) the Owner's vessel, motor, cradle, or accessories, including dock box, fenders, lines, tools, and associated equipment; or (c) any loss due to fire, theft, vandalism, collision, Facility equipment failure, windstorm, rain, tornado, or any other casualty loss or act of God or terrorism. The Owner agrees to cover all the aforesaid risks by appropriate insurance on the Boat and related personal property without subrogation against C-Land. **The Owner agrees to provide C-Land with a Certificate of Insurance.** Owner shall further indemnify, hold harmless and defend C-Land, their agents and employees from and against all claims, damages, losses, and expenses including attorney fees arising out of the use of the Facility or out of the Owner’s operations provided it is caused in whole or in part by a negligent act or omission on the part of the Owner or anyone the Owner is responsible for, including outside contractors, regardless of whether or not it is caused in part by C-Land.
5. No person other than the Owner shall work on the Boat at the Facility without the prior written approval of C-Land, and it will be at C-Land’s sole discretion as to whom, and what work, will be permitted inside of the Facility. Any approved work must be performed Monday through Friday during the regular business hours of C-Land and at the full risk and responsibility of the Owner. No power tools will be permitted for use. No work will be permitted in the Facility that creates a nuisance or other undesirable condition as solely determined by C-Land. Any clean-up or abatement required because of either unauthorized work



or unreasonable mess will be assessed as an additional storage charge at C-Land's then-current hourly rate for labor plus materials payable and must be paid before the Boat is removed from storage.

6. The State of Ohio Department of Industrial Relations, C-Land's insurance policy, and the need to limit theft and vandalism require the following additional rules: (a) no generator(s) allowed in the Facility, (b) no personal vehicles in the Facility, (c) no one may enter the Facility without checking in (d) work area must be cleaned each day before leaving, and (e) C-Land equipment cannot be used for any reason.
7. It will be the responsibility of each person working on his/her Boat not to damage or dirty any other Boat (or item) in storage. **ABSOLUTELY NO SANDING, GRINDING OR PAINTING ALLOWED.** Any damage caused to another Boat (or item) because of repairs or maintenance work shall be the sole liability of the Owner who contracted for the above-mentioned work, and all expenses to repair the damaged Boat (or item) shall be the obligation of that Owner.
8. In an emergency, C-Land has the right to move the Boat to any other available location at the Facility, whether inside or outside the storage building(s).
9. The Owner, his/her agents, employees, and guests must comply with all rules and regulations established by C-Land and may not engage in any activities at the Facility which create a nuisance or are in violation of any city, county, state or federal law, rule, regulation, or ordinance. **No pets are allowed.**
10. If the Boat has no bottom paint, an additional charge will be assessed by C-Land at its then-current hourly rate for labor for bottom scrub.
11. The location of the Boat in the Facility will be at the discretion of C-Land; and C-Land has the right to move the Boat from time to time as deemed necessary during its period of storage at the Facility. Once placed in storage, the Boat must remain in the Facility for the duration of the storage season unless prior arrangements are made. Electric and water hookups inside and/or outside the Facility will not necessarily be available to the Owner or anyone authorized to perform work on the Boat while it is in storage or may only be available at an extra charge payable in advance.
12. **Storage space for the Boat will not be reserved until the signed agreement and deposit are received and accepted by C-Land. A \$250.00 deposit, non-refundable, is required upon signing of the contract, and storage space for the Boat will not be guaranteed unless the required \$250.00 deposit is received. The balance of the winter storage charge is due upon arrival and placement of the Boat inside the Facility. If your account is not paid in full by December 1, 2023, it will incur a late charge of \$375. The Owner agrees to pay any legal and/or attorney fees if said fees are incurred to collect this debt.**