


Charge My Credit Card: This is a one-time only authorization. You must provide ALL of the information requested to properly complete payment. Pointe Marine will not be held liable for payments not received due to a decline of your credit card. Please make sure your MasterCard or Visa is valid. A decline may result in losing your storage space and reservation. This is for storage payments only.

Credit Card# _____ Exp. _____ Security Code: _____ Billing Zip Code: _____ Amt. Auth. _____

Card Holder Name: _____ Card Hold Signature of Authorization: _____

 <p>350 Cihak Road, North Muskegon, Michigan 49445 (Phone) 231-744-3236 * (Fax) 231-744-4149 E-Mail: frontdesk@pointemarine.com</p> <p>Boat Storage Agreement 2017/2018</p>		Job Name or Customer Order No.	
		Boat Location	
Name: _____ ("Customer")		Scheduled Date of Haul-Out	Date of Order
Address:		Scheduled Date of Launching	Invoice No.
City: _____ State: _____ Zip Code: _____		Other Information	Invoice Date
Phones Work: _____ Cell: _____ Home: _____			
Fax #:		Inside Storage (Not Heated): _____	
Email:		Inside Storage (Heated): _____	
		Outside Storage: _____	
MC#	BOAT NAME	DESCRIPTION OF BOAT	FEEES
_____	_____	Make: _____	Haul Out: _____
_____	_____	Year: _____	Transport: _____
		Color: _____	Storage: _____
		Length (Including swim platform): _____	Other: _____
		Beam: _____	_____
		Total Square Feet: _____	_____
		Other: _____	_____
		_____	_____
Contract		Total Storage Fee:	
<p>The undersigned agrees to the Boat Storage set forth above upon the stated terms and agrees to be bound by the General Conditions set forth below.</p> <p>Pointe Marine Association, Inc.</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____, _____</p> <p style="text-align: center;">Contract</p> <p>Notice to Customer: (1) Do not sign this contract before you read it. (2) You are entitled to a completely filled-in copy of this contract. (3) Under the law, you have the right to pay off in advance the full amount due and, under certain conditions, to obtain a partial refund of the finance charge. (4) You may rescind or cancel this contract, not later than 5 p.m. on the business day following the date thereof by giving written notice of rescission to Pointe Marine to its place of business set forth above by depositing a properly addressed certified letter in a United States post office or mail box, but if you rescind after 5 p.m. on the business day following, you are still entitled to offer defenses in mitigation of damages and to pursue any rights of action or defenses that arise out of the transaction.</p> <p>Customer Signature: _____ Date: _____, _____</p> <p>(Print Name) _____</p>		\$ _____	
		Down Payment:	
		\$ _____	
		Balance due:	
		\$ _____	
		TERMS OF PAYMENT:	
		Balance Due In Full Upon Signing	
		NOTICE REGARDING INSIDE STORAGE	
		Inside storage is limited and will not be confirmed until this Contract is fully executed and the total amount due is paid in full.	
		NOTICE OF LIEN	
		The boat stored pursuant to this Contract is subject to the possessory lien in favor of Pointe Marine pursuant to the Michigan Marina and Boatyard Storage Act, MCLA 500.371 et seq.	

GENERAL CONDITIONS

1. Customer shall pay for the Boat Storage in accordance with the terms set forth in this Contract. Customer agrees and understands that any credit granted shall be paid promptly in accordance with the terms on the reverse side; and in the event customer fails to pay any amounts when due, Customer agrees to pay all costs incurred by Pointe Marine in connection with the collection of Customer's account, including reasonable attorneys' fees and finance charges, which will be assessed at the rate of 7% per annum. Customer further agrees to pay, as part of those finance charges, interest on any unpaid interest that is 30 days past due, at the same rate.
2. In the event Customer fails to pay for the Boat Storage in accordance with the payment terms set forth above, Customer shall be in default under this Agreement, and Pointe Marine shall be permitted, immediately and without further notice, to pursue all available legal and equitable remedies to recover amounts owed under this Agreement, including the recovery of all costs and expenses and reasonable attorneys' fees, incurred by Pointe Marine in connection with the collection of such amounts. Customer agrees that Pointe Marine may maintain possession of the boat(s) until Customer's account is paid in full and that all amounts due Pointe Marine are secured by the possessory lien as provided in MCLA 570.373.
3. Customer agrees to have the boat covered by full insurance (hull coverage as well as indemnity and liability coverage) naming Pointe Marine as an additional insured and requiring the insurance carrier to give Pointe Marine thirty (30) days advance notice of the cancellation of the policy. Customer agrees to release, discharge, and hold harmless Pointe Marine from any and all responsibility or liability for injury (including death), loss, or damage to persons or property in connection with this Agreement. This release, hold harmless and discharge of obligation shall cover without limitation any loss or damage resulting from Pointe Marine's employees docking or hauling Customer's boat, trailer, equipment or cradle, vandalism, theft, hail, high/low water, wind, collision, ice, rain and any act of God. Customer waives any subrogation right against Pointe Marine.
4. Pointe Marine shall remove Boat from the water on the haul-out date shown in this Contract or as soon as possible thereafter, and shall provide storage until the next May 1st. Haul-out date shall not be later than November 1 of each year unless other arrangements are made with Pointe Marine. Any other services requested by Customer shall result in additional charges and must be arranged through the Pointe Marine Service Department. Customer shall remove all downriggers prior to haul out.
5. Boat will not be launched before all storage and other charges are paid. Boat will be launched on or about May 1st in approximately the inverse order in which it was stored. Earlier launching may be arranged, provided that, if other boats must be moved to make an earlier launching, the costs of moving shall be paid by Customer. If a later launching is desired, Customer shall pay the costs of moving boats which may be necessitated thereby and the cost of moving boat, if required.
6. Customer shall furnish to Pointe Marine a set of keys to the Boat for haul-out and launching purposes and ensure that boat is in safe running condition, extra fees may be assessed if boat is not operational.
7. No person shall work on the Boat during the storage period without the prior approval of Pointe Marine and such work shall be done during regular working hours of Pointe Marine and may be subject to special rules required by Pointe Marine. All work shall be the sole responsibility of Customer and Customer shall clean up all debris created by such work. Failure to properly clean up after work may result in a clean up charge in an amount determined by Pointe Marine. All persons employed by Customer must have proper insurance forms on file with Pointe Marine in order to work on property.
8. Location of boat in storage facility will be at the discretion of Pointe Marine. All batteries must be removed or disconnected from boat during winter storage. No heaters are allowed on boats in the storage facility.
9. This Agreement shall be interpreted in accordance with the laws of the State of Michigan and shall constitute the entire Agreement between the parties with respect to the subject matter hereof, and shall not be modified or amended, except in a subsequent writing signed by the party against whom enforcement thereof is sought. Customer agrees that the District or Circuit Court for the County of Muskegon has exclusive jurisdiction in any dispute arising from the contract, and that venue is proper in Muskegon County. No waiver by any party of any provision of this Agreement shall constitute a waiver by such party of such provision on any other occasion or a waiver by such party of any other provision of the Agreement.
10. All required or permitted written notices shall be deemed effective and duly given when: (i) personally delivered; (ii) sent by fax or email; (iii) one day after depositing in the custody of a nationally-recognized receipted overnight delivery service; or (iv) two days after posting in the U.S. first class, registered or certified mail, postage prepaid, to the recipient party at the address as set forth at the outset of this Agreement, or to such other address as the recipient party shall have furnished to the sender in accordance with the requirements for the giving of notice.