



Winter Storage Agreement

1126 Skeleton Lake Road #2
Utterson, Ontario, POB IM0
705-788-4391, mdmarineservice.com

Winter Storage Agreement between **MD Marine Service**, and

Name _____ (Vessel Owner)

Address _____ Phone _____

Vessel Description

Length/Make _____ Licence _____

Vessel Serial Number _____

Engine Make/Model/Hp _____ Serial _____

Trailer Make/Model/Year _____ Licence _____

Serial _____

Additional Vessel Description(s) and/or Work Required

ATTENTION VESSEL OWNER
You should notify your vessel insurer you have signed this agreement as it may invalidate your insurance unless you have the consent of the insured in writing.

By signing below, the undersigned acknowledges the terms and conditions on both the front and reverse of this agreement, which shall form a complete Winter Storage Agreement.

(Owner Signature)

Date: _____

Winter Storage period _____ to _____

A daily rate on summer storage may be charged thereafter. Payment is due in full upon receipt of invoice. 2% per month (24% per annum) service charge on overdue accounts.

Invoice Number	_____
Subtotal	\$ _____
GST	_____
PST	_____
HST	_____
TOTAL	\$ _____

Full payment and signed Winter Storage Agreement is Due Upon Receipt.

Please allow TWO WEEKS NOTICE in SPRING before DELIVERY.

White – Dealer Copy

Yellow – Vessel Owner Copy

Pink – Insurer Copy

No hassle quality service, personable licensed professional, do it right the first time!

Acknowledgment of Terms and Conditions:

By signing this Winter Storage Agreement, the owner accepts and acknowledges the following terms and conditions relating to the vessel, engine, trailer and additional equipment described on the face of this Winter Storage Agreement and agrees to be bound thereby.

The owner hereby releases MD Marine Service from liability for any damage, expense, or loss to the vessel, engine, trailer and additional equipment, whether by fire, windstorms, floods, hail, theft, vandals, negligence or any other conditions, however caused, beyond the control of MD Marine Service, its employees, agents or representatives. The owner hereby discharges and releases MD Marine Service, its employees, agents or representatives from all claims, actions, causes of action, and demands in any way related to this Winter Storage Agreement.

The Owner hereby agrees to reimburse or indemnify MD Marine Service for the repair of any damages caused to any property of MD Marine Service, and for any sums required to be paid to anyone by MD Marine Service, its agents, or representatives as the result of the use of or presence on MD Marine Service's premises of the owner, the vessel, engine, trailer and additional equipment.

The Owner acknowledges that MD Marine Service shall have a lien against the vessel, engine, trailer and additional equipment for all unpaid monies due under this Winter Storage Agreement. MD Marine Service 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. MD Marine Service shall be entitled to retain possession of the vessel, engine, trailer and additional equipment, and dispose of it in accordance with the Repair and Storage Liens Act.

The Owner acknowledges that MD Marine Service may determine, at its sole discretion, where the vessel, engine, trailer and additional equipment are to be stored. MD Marine Service may relocate the vessel, engine, trailer and additional equipment from time to time as it may deem necessary, at its sole discretion and without notice to the owner.

MD Marine Service shall have no obligation to:

- A. inspect or provide maintenance or repair for the vessel, engine, trailer and additional equipment except as authorized by the owner pursuant to this Winter Storage Agreement; and
- B. maintain or repair the covering or shrink wrapping that has been applied to the vessel, engine, trailer and additional equipment by MD Marine Service or on behalf of the owner; and
- C. remove snow or ice from the vessel, engine, trailer and additional equipment, nor to notify the owner of the necessity for any such snow or ice removal. MD Marine Service shall not be responsible for any loss, damage, cost or expense relating to the removal or non-removal of snow or ice from the vessel, engine, trailer and additional equipment; and
- D. notify the owner of the necessity for any maintenance or repairs of the vessel, engine, trailer and additional equipment or to the cover or shrink wrapping during the duration of this Winter Storage Agreement.

The person signing this Winter Storage Agreement hereby acknowledges that he or she has the corporate power, authority, and capacity to do so.