



- Hoty Marine shall remove Boat from the water on haul-out date indicated on this Agreement, or as soon as practical thereafter. Haul-out date will be no later than November 11 unless other arrangements are made with the Hoty Marine. Hoty Marine is not responsible for damages resulting from cold weather or freeze. Owner is responsible to check with their insurance carrier regarding dates of coverage.
- Owner understands and agrees that Hoty Marine will not be responsible for any damages to the Boat for failure of Owner to request services, including, but not limited to, failure to winterize.
- Owner authorizes Hoty Marine to move the Boat from its current location and to return the boat to a specified location following launch. Owner is responsible for insurance coverage for any and all damage to person or property, including the Boat, during the move.
- Boat will not be launched and cannot be removed from the Marina before all storage, dockage, repair and other charges that may be owed to Hoty Marine, whether under this or other contracts with Hoty Marine, are paid in full. Boat will be launched on or about May 1 in approximately the inverse order in which it was stored. Boat may be launched at an earlier date, if practical, at the discretion of the Marina; provided however, that if other Boats must be moved to afford an earlier launching, the cost of moving such other boats shall be paid by the Owner. If a later launch date is desired, Owner shall pay the cost of moving other Boats which may be necessitated thereby and the cost of moving Boat.
- Boat may be moved outside by Marina prior to May 1 (weather permitting) to accommodate the spring launch.
- Boat must be ready for launch by June 1. Failure to launch will be considered abandonment and additional storage fees at Hoty Marine's then going rate will be charged.
- Should Boat have no bottom paint other than anti-fouling paint, an additional charge will be made at our regular hourly labor rates for bottom scrub.
- All batteries must be removed or disconnected from Boat during winter storage.
- Owner shall furnish the Marina with keys to the Boat for haul out and launch purposes.
- Owner understands and agrees that Hoty Marine will use best efforts to place stored Boat at a desired storage location. However, Hoty Marine reserves the right to store Boat at any facility operated or controlled by Hoty Marine and location of the boat in any specific storage area remains at the discretion of Hoty Marine. Electrical and water hookups in storage areas will not necessarily be provided by the storage facility.
- All risk of loss or damage to property and of personal injury or death shall be on Owner. Hoty Marine shall not be liable to Owner or any party claiming by, through or under Owner, for injury, damages (no matter how occurring), destruction, loss, loss of use, theft or injury or death of property or persons caused by any reason whatsoever. Owner agrees to purchase and maintain insurance to cover from and against any and all risks and will only look to Owner's insurance for compensation or damages relating to any losses, regardless of responsibility, that Owner, or anyone claiming through Owner, may incur by reason of theft, fire, vandalism, collision, casualty, disrepair, injury, misuse, loss of use, acts of God or other damage. Owner waives all rights of subrogation against Hoty Marine. Owner further agrees to protect, indemnify and hold Hoty Marine harmless from and against and all claims, damages, losses, fees, fines penalties or other costs of any kind or nature whatsoever arising under this Agreement or from Owner's (and Owner's invitee's) access to or activities on or around Hoty Marine property or Marina facility. Hoty Marine shall not be responsible for acts of others or acts of God.
- Owner acknowledges that Hoty Marine and /or Marina is not a bailee, nor an insurer of the Boat or other personal property of Owner, nor shall Hoty Marine and/or Marina provide any insurance coverage for the Boat or personal property for the benefit of Owner against fire, theft, vandalism, acts of God or other damages, casualty or personal injury. The Owner assumes all risks associated with the Boat and any other Owner personal property while handled by or while on Hoty Marine or Marina property.
- No person, other than Owner, shall work on Boat at the Marina during the storage period without the prior approval of the Marina. Any work performed shall be done during regular working hours of the Marina and at the full responsibility and liability of Owner. Owner shall be required to follow all Marina rules as determined from time to time by the Marina. Marina may request proof of sufficient insurance, as may be determined in Marina's sole discretion, from any person or entity performing work on any Boat.
- In the event of any emergency, or in the event of non-payment when due, Hoty Marine shall have the right to move Boat to any other location available, including offsite.
- Owner shall not place a sign on the Boat advertising it for sale at the Marina.
- Owner, Owner's agents, employees and guests shall comply with all rules and regulations established by Hoty Marine and Marina and shall not engage in immoral, illegal, nuisance or threatening activities at the Marina or which are in violation of any city, county, state or federal law or ordinance.
- By providing your email address, you are granting Hoty Marine permission to email you. You can revoke permission to mail to your email address at any time using the SafeUnsubscribe® link found at the bottom of every email.
- Sometimes photographs, video footage or other images of the marina in general, customers and their invitees are taken during activities or for promotional and archive purposes. The images may then be presented in various manners including on advertisements, brochures, and on the internet. By signing this agreement you consent, on behalf of yourself and your invitees, to use by the Marina of any image taken for these purposes.
- For purposes of this Agreement, Hoty Marine shall be defined to include Hoty Marine Group, LLC, its parent, affiliates, subsidiaries, management company and their respective employees, owners, shareholders, members, directors, and officers.