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A Manitowoc Marina LLC Company

## Terms and Conditions

REV. 01/24

### 1. Definition of Terms.

**Agreements** means the Launch & Commissioning Agreement, Haul Out and Decommissioning Agreement Storage Lease Agreement, or Slip Lease Agreement between the Marina and the Vessel Owner.

**Marina** means Nestegg Marine/Manitowoc Marina, LLC

**Summer Storage** means the period from June 1st to September 30th of each year.

**Winter Storage** means period of November 1st to no later than June 15.

**Vessel** means, but not limited to, ship, yacht, dinghy, catamaran, vessel, or watercraft whether or not its principal propulsion shall be by wind or engine.

**Vessel Owner** means the legal and/or beneficial owner or charterer of the Vessel or duly authorized person to act as agent of the legal and/or beneficial owner, including but not limited to the Tenant in the Slip Lease Agreement.

### 2. Billing.

Unless specifically stated in the Flat Rate Price Sheet, all Services are provided on a time and materials basis.

### 3. Service Definitions

**Clean & Lube Seacocks** means dismantle valves and re-lube.

**Recommission Engine** means check all fluid levels, check for oil pressure if engine has instrumentation to do so, check for cooling discharge and overheating conditions, check for general smooth operation, check & tighten belts.

**Service Batteries** means check electrolyte levels, check specific gravity, clean terminals and direct battery connection.

**Service Running & Cabin Lights** means check and replace burned out bulbs, inform owner of wiring deficiencies in need of correction.

**Recommission Water System** means flush non-toxic antifreeze from lines and tanks, inspect for leaks and pump failures, flush manual pumps including iceboxes, clean tank strainers.

**Recommission Head System** means cycle sea water through pump mechanism, check for leaky check valves.

**Recommission Deck Washdown** means cycle sea water through system voiding antifreeze, check for leaky connections.

**Reinstall Instruments and Compass** means install instruments and compass in original location and test operation.

**Services** means any services provided by the Marina to the Owner as set forth in the Agreements.

**Step Spar** means set spar in or on vessel in up right position with approximate tuning, make instrument & lighting connections. Spar will be checked for operational lighting before stepping spar. This service does not include fine tuning of the rigging.

### 4. Term.

The Agreements shall be in effect for the period stated in the Agreement unless sooner terminated by destruction of facilities by storm, ice, freezing, fire, or any other occurrence.

### 5. Invoice.

Upon receipt of the executed Agreement, the Marina shall invoice the Vessel Owner for said services which shall include any applicable sales tax and environmental fees and shall be payable upon receipt.

### 6. Finance Charge

Vessel Owner may be charged interest in the amount of 18% annually (1.5% per month) on all balances over 28 days past due.

## 7. Launching Schedule.

If no specific date is given for launching, the first available date will be assigned to that Vessel. Should an owner, or his representative, request to be present during launch and is not present at the appointed time, the vessel will be launched, or rescheduled for the next available launch date. It is the owner's responsibility to confirm his/her launch date and time two (2) weeks in advance. The Marina reserves the right to adjust launch dates and times due to situations beyond its control, which includes but is not limited to weather conditions, mechanical problems, and emergencies. The Marina shall proceed with due diligence to perform the specified work, but shall not be liable for any delays in the completion of the work from any causes whatsoever.

## 8. Limited Warranty On Services Provided.

The Marina warrants its work for six (6) months following completion, provided the Marina is notified within such period of any defect and the Vessel is brought to the Marina's facility for repair. The Marina's limited warranty does not extend to any machinery, equipment or material manufactured or supplied by others. Any implied warranties, including any warranty of merchantability, fitness for particular purpose or seaworthiness, are limited to the duration of the Marina's warranty. Nestegg Marine's warranty is limited to the actual invoice amount covering the work that was performed.

## 9. Liability.

### 9.1 Bodily Injury or Property Damage to Vessel Owner.

Any bodily injury or property damage to the Vessel Owner, Vessel, the contents thereof, or any other property of the Vessel Owner in or around any property owned or controlled by the Marina is and shall remain the responsibility of the Vessel Owner. The Marina does not have any liability for any such injury or damage. Causes of such injury may include, but are not limited to: vandalism, malicious mischief, theft, or damages caused by wave action, storm, ice or freezing, or the conditions of dock or the Marina itself. Vessel Owner shall provide his own insurance against losses to property of the Vessel Owner and hereby agrees to indemnify and hold harmless the Marina with respect to any such loss or damage, even if caused by the negligence of the Marina.

**9.2 Bodily Injury or Property Damage to Others.** Vessel Owner hereby assumes full responsibility for any bodily injury or property damage caused by Vessel Owner, Vessel Owner's agents or invitees, to any persons or property, including the Marina. Vessel Owner shall indemnify and hold the Marina harmless from any such bodily injury or property damage, and agrees to carry insurance to insure the Vessel Owner against any such liability. The Vessel Owner shall, upon demand by the Marina, provide evidence of adequate liability insurance to insure against all risks assigned to the Vessel Owner under the Agreements.

## 10. Lien.

In addition to those liens arising under state or federal law, as Vessel Owner, you grant the Marina a security interest in the Vessel, its equipment, furnishings and other appurtenances, to secure sums due under the Agreements. The Marina reserves the right to file a financing statement with the Wisconsin Department of Financial Institutions evidencing its security interest in the Vessel at any time after consummation of any the Agreements.

## 11. Boarding.

While the Vessel is located at the Marina, the Vessel Owner extends a license to the Marina to board the Vessel for any legitimate business purpose.

## 12. Repossession of Equipment.

In the event that the Vessel Owner defaults under the terms and conditions of the Agreements herein, the Marina may board the Vessel for the purpose of removing any machinery, equipment or material the Marina provided or installed.

## 13. Term of Slip Rentals

Nestegg Marine bulkhead and docks will be available April 15<sup>th</sup> until November 1<sup>st</sup> of each year, unless otherwise agreed to in writing or as dictated by weather conditions.

## 14. Termination.

**14.1 Termination.** The Marina shall have the right to terminate the Agreements in the event of any breach by the Vessel Owner: (a) Of these Terms and Conditions, (b) Any Boating Safety Rules and Regulations, (c) By any failing to make any payment/s due and/or (e) By providing false or misleading information in connection with the agreement.

**14.2 Notice of Termination.** The Marina shall provide Five (5) days written notice of termination of any of the Agreements. Vessel Owner is deemed to have been served, if by Postal Service, within twenty-four (24) hours of the time the said notice is deposited in the mail, or if by Email, from the moment of it being sent, if Personal Service, from the moment the notice is handed over to the Vessel Owner or their agent.

**14.3 Removal of Vessel.** In the event that any Agreement is terminated under this section, the Marina may remove Vessel from the Marina, at the Vessel Owners cost.

## 15. Governing Law.

The terms of the Agreements shall be governed by the laws of Wisconsin.

## 16. Waiver.

Waiver of any condition by the Marina shall not be deemed to be a continuing waiver.