



## 2026-2027 CUSTOMER SERVICE & STORAGE AGREEMENT

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Rev. 3-20-26

### WINTER STORAGE

- Storage Contract Window: August 15 - June 1
- Access: Winter storage is a “once in/once out” policy. Once watercraft/auto is stored, it is not accessible until spring. This is due to the fact that storage facilities are often inaccessible due to snow accumulation, or thawing conditions. Likewise, boats are stored & positioned in multi-row scenarios, thereby not accessible until multiple units are removed. There are specific exceptions for our premier heated storage customers (see next point).
- Premier Heated Storage: H2O will always do everything we can to service our premier customers. This storage is located onsite and, as our commitment to our customers, we will attempt to accommodate any early removal of a watercraft/auto if possible. However, access/removal of watercraft/auto is not guaranteed before April 1.
- Watercraft Staging Requirements: All boats must have cover supplied & installed by owner at drop off/pick-up. Blocking is required on boats without trailers. H2O is not responsible for scratches/damage to tritoon tubes if the customer does not provide a trailer, nor for cover wear/wind damage if watercraft is out of manufacturer’s warranty.
- Early Removal Fee: If H2O is able to accommodate an early removal request prior to April 1, the fee for early removal is \$200. This fee does not apply to our Premier Heated Storage customers. If the watercraft/auto is then requested to be moved back to storage before end of storage window, an additional fee will be assessed to do so.
- Spring Removal Policy: H2O strives to accommodate each of our customer’s needs, however certain scenarios are out of our direct control. We can not guarantee removal of any stored watercraft/autos prior to May 1.
- Post Contract Action: Any watercraft/auto not picked up by the end of the contracted storage window, June 1, will be assessed a \$100/month storage fee.
- Mechanical Service Requests: H2O appreciates any requests for additional mechanical work be made at time of contracting storage.
- Early Removal Credit: No credit is offered with early removal of watercraft/auto.
- Custom Agreements: Special storage agreement will be agreed to in writing with copies provided to all parties.

### SUMMER STORAGE

- Storage Contract Window: May 1 - August 31
- Access: Summer in/out service fees apply if watercraft/auto is accessed. In/out services are available between the office hours of 9am-4pm with 24 hours notice.
- Post Contract Action: Any watercraft/auto not picked up by the end of the contracted storage window, August 31, will be assessed a \$100/month storage fee.
- Early Removal Credit: No credit is offered with early removal of watercraft/auto.
- Custom Agreements: Special storage agreement will be agreed to in writing with copies provided to all parties.

### **\*In compliance with the State of Wisconsin property lien laws:**

H2O Marine holds the right to place a lien on any personal property stored with H2O Marine, whose owner/debtor has defaulted on the storage space agreement terms of payment in excess of 60 days from the original due date of the invoice for services. H2O Marine in legal compliance, will notify personal property owner/debtor with an additional 30-day notice of full payment, that if not satisfied, will result in H2O Marine taking lien control of owner/debtors personal property, then placing said property up for public auction sale to recover losses. The final invoice will include an itemized list of all storage rent, service charges, administrative fees, additional labor, delivery, processing and late fees. If payment is not received by the end of the 30-day notice period, an additional \$1,500 legal fee will be added to the final balance, collected upon sale of the personal property, with excess funds returned to the State of Wisconsin.

***For valuable consideration between all parties hereto, the Owner of personal Property and/or service request as specifically itemized below, acknowledges and agrees to the following terms and conditions.***

1. Owner currently has the Property fully insured so as to protect the Property against any and all damages, theft or injury caused to said Property and shall maintain in same at all times;
2. Subcontracted storage facility/premise property owner does not maintain or carry insurance for third party personal Property as stored with said facility owner;
3. H2O does carry current liability insurance; however Owners Property insurance is primary and assumes all risk of loss, damage and/or theft of personal Property assumed during the complete service period and storage time frame.
4. Owner understands & agrees that owner's personal Property may be placed for a period of no more than 15 days outside after pick-up of said Property and Owner assumes all risk of loss, damage and/or theft of Property during this time frame;
5. Owner understands that Property dropped off by Owner may be placed outside for a period of no more than 15 days after drop-off of said Property and Owner assumes all risk of loss, damage and/or theft of Property during this time frame;
6. Owner understands and agrees that from the time of pick-up or drop-off of Property to be serviced and stored, until such time that the Property is returned, neither H2O, its employees or owners, and/or storage facility owners or subcontractors are liable or responsible for any damage, loss, therefore otherwise due to but not limited to: strikes, weather conditions, storms, lightning, hail, wind, water, flood, tornadoes, vandalism, fire, acts of God, rodents mice, pets, insects, animals or any other condition or occurrence.
7. Owner is fully responsible for arranging/confirming all times for Property pick-up, drop off/delivery, and for supplying/fastening mooring, storage or travel covers to the Property. H2O is not responsible for any damages of mooring, travel, storage covers of Property experienced during transport, service and storage season of Property.
8. In the event Owner desires any service/repair work to the Property being picked up, said service/repair work shall be specifically itemized and discussed with H2O herein and only those itemized service/repairs shall be performed;
9. Services offered by H2O to Owner's Property that are covered under this agreement include but are not limited to: auto and boat cleaning and detailing services, storage services, watercraft winterization, light maintenance and repair services.
10. Agreement does not constitute a bailment arrangement between parties, nor does it imply that H2O, its employees/owners, and/or storage facility/premise property owner/subcontractor accept responsibility for the care, custody and control of the personal Property. Rather, H2O, its employees/owners, and storage facility/premise property owner/subcontractor shall utilize their best efforts, knowledge and experience to perform requested services, pick-up/drop-off, and/or store said personal Property, and delivery of the same back to Owner.
11. Owner, for the sole consideration whereof, hereby acknowledges & for his/her heirs, executors, administrators, successors, & assigns release, acquit and forever discharge H2O, its employees/owners, and/or storage facility/premise owner, their agents, servants, successors, heirs, executors, administrators & all other persons, firms, corporations, associations, subsidiaries, affiliated companies or partnerships which he (they), (it) might own, be owned by or be associated with in any way, & also including any & all insurance companies which might provide coverage to them of & from any claims, actions, causes of action, demands, rights, damages, costs, losses of services, expenses and compensation whatsoever, which the undersigned now have or which may hereafter accrue on account of or in any way growing out of any and all known & unknown, foreseen and unforeseen claims and/or causes of action resulting from or related to the property that is subject to this agreement.
12. Owner understands and unconditionally agrees to:
  - a. Full payment of all services, parts, labor, & storage fees as noted on invoice provided to owner upon completion of work.
  - b. Accept full responsibility to inquire & understand all service & storage rates prior to any drop-off/pick-up of Property by H2O for service(s) and/or storage. Any Property dropped-off/picked-up by H2O is direct acknowledgement and agreement to all conditions of this agreement, including pricing & payment terms as listed on the H2O website, or posted at the H2O facility, or referenced in Owner's invoice.
  - c. H2O reserves the right, in its sole discretion, to change and/or update service & storage pricing without prior notification to Owner(s) or customers. Service(s) and storage pricing is available upon Owner's verbal request/quote, or viewing on H2O website, facility premise, and is Owner's responsibility to confirm prior to any storage or service delivery.
13. Owner understands and agrees that any unpaid service and/or storage invoice balance over 30 days delinquent from invoice date is subject to annual compounded calculated interest rate of 15%. H2O reserves the right to withhold delivery and/or pickup of any personal Property that is subject to an outstanding delinquent invoice as referenced by invoice date. H2O will provide at least one call/text/email notice for pick up.
14. Owner understands and agrees that ALL fees/costs for storage & service during a given season are paid in advance and due upon signature of this agreement. In the event of a default in the prompt payment for services, we are relieved of any duty arising in the direct care of your personal property. The goods from that point forward until debt is paid shall be held solely at your own peril & personal risk. We also maintain all rights to fully execute legal lien of any personal property after 30 calendar days delinquency in any due payment and to further initiate legal proceedings leading to your personal property forfeiture after 60 days in recognition of legally abandoned property; this action can additionally proceed further in full compliance with all local legal requirements leading to and including full personal property seizure under the binding basis of assumed abandonment.