



Holiday Harbor Marina, Inc.
944 Main St. P.O.Box 527
Huron, Ohio 44839
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OUTSIDE CONTRACTORS RULES AND REQUIREMENTS

These rules apply to All Outside Contractors Working at HOLIDAY HARBOR MARINA, INC, including Service & Repair Companies, Vendors, Boat Dealers & Brokers. Companies and individuals who are not employed by this Marina are welcome to work on boats at our Marina as long as they understand and comply with all HOLIDAY HARBOR MARINA rules. Outside professionals help us provide the "full service" that boaters expect of quality marinas, by complimenting those services available from the Marina staff, but they must follow the same rules we work with for security, safety and environmental protection reasons.

To keep this Marina operating in a safe, clean, and professional manner, outside professionals **MUST** comply to the provisions of our **Rules, Outside Contractors Safety Agreement and Outside Contractors Indemnity and Assumption of Risk** (next two page), including **providing the Marina Office with copies of:**

1. Current occupational license, and city/state sales tax registration numbers.
2. Current certificate of public liability insurance (minimum \$3,000,000) with companies reasonably acceptable to this Marina. **The policies shall name Holiday Harbor Marina, Inc. as additional insured.** The Marina Office shall be furnished with copies of such policies, which shall contain a provision that cancellation or reduction in coverage thereof shall not be effective as to this Marina except upon 30 days advance written notice to the Marina Office.
3. **Current Workman's Compensation Insurance Certificate.**
4. Signed copy of the **Rules and Requirements, Outside Contractors Safety Agreement and Indemnity and Assumption of Risk**; signature should be that of an authorized member of your company.

In addition to, Outside Contractor agrees to:

- A. Have the boat owner contact the Marina office to give permission of Outside Contractor to work on boat prior to Outside Contractor boarding the boat.
- B. Contractor upon request must provide copies of all MSDS sheets for all chemicals being used by the Contractor while in the Marina.
- C. **Due to liability Outside Contractors working hours on Holiday Harbor Marina property will be restricted to normal Marina business hours.** Prior to starting any work, the outside professional or agent must report to the marina's office each day to sign in & out. **Failure to report prior to starting work or to not have all documents current and on file, will result in suspension of access to the Marina.**
- D. Paying Holiday Harbor Marina an access fee of \$25.00 per boat per day. This fee is to help mitigate the additional operating expenses generated by Outside Contractors including but not limited to waste removal, heat, electricity and water.

Acceptance of Rules **Company** _____

Authorized agent X _____ **Date** _____



HOLIDAY HARBOR MARINA, INC. OUTSIDE CONTRACTOR SAFETY & ENVIRONMENTAL PROTECTION AGREEMENT

This Agreement must be signed before any non-Marina person can provide any professional services to a Customers Boat while located in HOLIDAY HARBOR MARINA, INC.

Work must be done in a safe manner, in compliance with all applicable laws and regulations, to provide for the safety of property and the safety of contractor personnel, Marina personnel, and the general public. Work sites must be kept clean and orderly. Work, which could create a hazard to people or property, must be appropriately delineated to prevent injury or property damage. Use of any unsafe equipment is against Marina policy. All accidents must be reported to the Marina management.

Work must be done in an environmentally safe and clean manner, including:

1. In compliance with all applicable laws and regulations, to provide for the protection of the environment from damage or pollution caused by any work done while on Marina property.
2. No wastes shall be disposed of in or on Marina property (including dumpsters) without specific permission of management.
3. All chemical wastes must be removed from Marina property.
4. No waste shall be disposed of on any land or wetlands or waters, on, or adjoining, Marina property.
5. Spills of any of the environment, or on any Marina property, of any type must be reported to Marina management immediately.
6. Full cost of clean up, removal and/or environmental damage for work done in this Marina is responsibility of the outside contractor.
7. All chemicals brought on Marina property must be removed at the conclusion of the job.
8. All hazardous chemicals used on Marina property must be approved by Marina management prior to being brought on site. This approval process requires that a copy of the Material Safety Data Sheet for each chemical used in the course of providing our services will be supplied to this Marina, of all chemicals which might provide a hazard to Marina personnel, the general public, or the environment, through use, spillage, or improper disposal. Provisions of the Hazard Communication Standard must be followed. Material Safety Data Sheets provided by the Outside Contractor will then be available in this Marina for any hazardous chemicals to which contractor personnel might be using.

As an authorized representative of

(Print business name) _____

I agree that the terms of this Safety Agreement will be adhered to, and that failure to comply with this policy will result in loss of the right to conduct business at HOLIDAY HARBOR MARINA, INC.

(Print Individual Name) _____ Signature _____

Title _____ Date _____



OUTSIDE CONTRACTORS INDEMNITY AND ASSUMPTION OF RISK

The undersigned, in consideration of permission granted by HOLIDAY HARBOR MARINA, INC., to enter upon the property of such Marina and perform work or services upon the property of such Marina and perform work or services upon boats and/or motors in such Marina, does hereby expressly assume any and all risk to his person or property, or the person or property of any of his invitees, agents, or employees, in entering upon said premises and/or performing such services.

In addition, the undersigned agrees to hold HOLIDAY HARBOR MARINA, INC., harmless from any claims or damages resulting from or arising out of any act or omission of the undersigned, his invitees, agents or employees, to provide all necessary and sufficient safeguards and to take all proper precautions against the occurrence of accidents, injuries or damages to any persons or property and to be responsible for and to indemnify and save harmless HOLIDAY HARBOR MARINA, INC. from all losses or damage and any or all claims arising by reason of any act or omission of the undersigned, his invitees, agents, or employees, and further agrees to defend at the expense of the undersigned any and all suits or actions, civil, or criminal, arising out of any act or omission of the undersigned, his invitees, agents or employees.

COMPANY _____

ADDRESS _____

CITY _____ **STATE** _____ **ZIP** _____

I the undersigned have the authority to sign this document and agree to the above conditions.

SIGNATURE _____ **DATE** _____