

the **Boat place**, inc.

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STORAGE AGREEMENT AND SERVICE CONTRACT

For the period BEGINNING _____ and ENDING _____

OWNER INFORMATION:

Name _____
 Address _____
 City _____ State _____ ZIP _____
 Home _____ Work _____ Cell _____ Fax _____
 Email _____

VESSEL INFORMATION:

POWER SAIL

Make _____ Model _____
 Length Overall (*Includes swim platforms, bow pulpits, anchor davits, trailer tongues, outboard motors, etc.*) _____
 Beam _____ Draft _____ Mast Height _____ Keel Height _____ Weight _____
 Name on Boat _____ Registration / Documentation No. _____
 Hull ID No. _____ Trailer Plate No. _____
 Engine #1: Make, Model & SN _____ OB IO IB Gas Dsl.
 Engine #2: Make, Model & SN _____ OB IO IB Gas Dsl.
 Keys: Ignition Key(s): _____ Cabin Combo/Key: _____ Lazarette(s) Combo/Key: _____
 Stored on: Blocks Jack Stands (# _____, Size _____) Cradle (Wood Steel) Trailer

CHARGES:

Strike Out If Work is Declined by Owner

- Seasonal Storage @ \$ _____/ft. \$ _____
- Mast Storage (Off boat, Outside) @ \$3.95/ft. \$ _____
- Jack Stand Purchase/Rental (# _____) @ \$ _____/ea. \$ _____
- Bottom Paint (@ \$14.50/Ft. Base Rate) *Will be billed on completion*
- Compound & Wax Hull Only (@ \$10.00/Ft. Base Rate) *Will be billed on completion*
- Shrink Wrap (@ \$ _____/Ft. Base Rate) *Will be billed on completion*
- Other _____ \$ _____
- Other _____ \$ _____
- Other _____ \$ _____

SUBTOTAL

Environmental Compliance Surcharge @ 1.0% \$ _____
 Sales Tax @ 8.625% \$ _____

TOTAL CHARGES DUE IN FULL \$ _____

Less Deposit Previously Tendered \$ _____

TOTAL DUE IN FULL PRIOR TO HAULING \$ _____

If above charges are not paid in full prior to hauling, our "Early Bird Rates" of \$ _____ will no longer apply and contract will be re-billed at our regular rates of \$60.00/ft. A late fee of 5% and a service charge of 2% per month (24% per year) will be added to the unpaid portion of all past due invoices.

The charges for bottom painting (\$14.50/ft.+) and compound & wax (\$10.00/ft.+) are mandatory, and must be paid in full prior to launch or they will be billed as additional storage, payable prior to launch.

CONTINUED...

Winter Storage Contract (Rev 2017-0905)

TERMS AND CONDITIONS

1. The period of time covered by this Agreement is understood to be from the date of Vessel's arrival at Company's facility until the ending date printed on the front of this Agreement. Company shall have the right to place Vessel in the water at *any time* after said date. Once Vessel is accessible to Company for launch, Owner agrees to remove Vessel from Yard immediately or pay a reasonable and customary moving charge (generally \$8.50/ft.–\$10.00/ft.) for each time Company is required to move Vessel, and incur additional storage at the rate of \$30.00 per day from the ending date of the Agreement. Under certain special circumstances (such as for the safety of Vessel or surrounding Vessels), Company shall have the right to move Vessel to another location and charge its reasonable and customary fee for this service as well.
2. The Summer Storage period shall be from May through October. Winter Storage shall be from October through May. No refunds or *pro rata* discounts for unused or partial storage.
3. It is the decision of Company as to where Vessel is placed and stored after hauling. Special requests cannot normally be accommodated. Vessels hauled earlier in the season will generally be launched later in the Spring. Likewise, Vessels hauled out late in the Fall will generally be required to leave the yard earlier in the Spring to make way for other boats. ***COMPANY IS UNDER NO OBLIGATION TO LAUNCH VESSEL BY ANY PARTICULAR DATE.***
4. Owner shall supply Company with a set of cabin keys (or combination) to access Vessel in case of emergency.
5. Company requires pressure-washing of all bottoms when boats are removed from water. Pressure washing is to be done by Yard employees only—not Owner. This service is included in the price for Winter Storage, unless bottom is very badly fouled, in which case bottom scraping and cleaning will be billed at \$95.00 per man per hour, plus materials used, less a credit of \$2.00 per foot of Vessel's LOA.
6. All Vessels must be made available for hauling prior to Thanksgiving Day, or an additional surcharge of 10% of Winter Storage Fees may be assessed for recommissioning/dewinterizing Company's equipment and machinery.
7. Complex furling units or rigging may require a surcharge at time of hauling and/or launching if they cannot be easily disconnected and reconnected.
8. Pulpits, bowsprits, I/Os, platforms, etc. will be included in the overall length (LOA) of Vessel when calculating storage length. If mast is stored on deck, the length of the mast will be charged as the storage length if it is longer than the Vessel and it interferes with the storage or placement of other vessels.
9. All bills are due and payable upon completion of work. All house charges are due in full by the 10th of the month following date of charge. Company's failure to bill Owner shall not relieve him of his obligation to pay bill on time. A late charge of 5% and a service charge of 2% per month (24% per year) may be added to all past due accounts. All work will stop on any Vessel whose account is past due. No boats will be launched until account is paid in full, in cash. Checks take 10 business days to clear our bank. All returned checks will incur a minimum fee of \$35.00 to cover bank fees plus any collection costs.
10. Water and electricity are provided in the yard, but either (or both) may be shut off at any time at the convenience and discretion of Company. Water is generally shut off around November 1, and turned on again after April 15.
11. ***ALL PARTS, MATERIALS, PAINTS, OILS, ANTIFREEZES, ZINC ANODES, ETC. TO BE USED OR INSTALLED ON VESSEL WHILE IT IS IN YARD MUST BE PURCHASED FROM COMPANY — NO EXCEPTIONS.***
12. All work to be performed on Vessel is to be done by Company, its Service Department (Harborside Marine, Inc.), or Owner himself, only if authorized in advance by Company. Absolutely no outside, competitive *or free* laborers (including family members) are permitted in Yard except by prior written consent of Company. Outside laborers who provide services outside the scope of the Company's expertise must be cleared by Company, and must provide Company with acceptable proof of Workman's Compensation and adequate General Liability Insurance prior to commencement of work on Company premises. Authorized outside laborers must supply their own tools, ladders, scaffolds, extension cords, hoses, etc., and are only permitted in Yard during Company's normal business hours. Outside laborers who do not bill through the Company shall compensate Company with a minimum of 20% of their invoice for use of Company's facilities. Use of uninsured, unregistered or illegal laborers is strictly prohibited. Owners making use of non-approved outside laborers will be fined a minimum of \$250.00 per incident per day.
13. All Vessel hulls must be painted with antifouling paint prior to launch (or charges for bottom painting will be billed as additional storage). All antifouling paints shall be applied by Company's certified pesticide applicators, technicians or apprentices, in accordance with federal and state laws, regulations and standards. ***VESSEL OWNERS ARE NOT PERMITTED TO PAINT BOTTOMS.*** This includes the application of all antifouling bottom paints, antifouling spray paints and all other pesticides.

14. ***NO ELECTRICAL CORDS, LIGHTS, BATTERY CHARGERS OR OTHER ITEMS TO BE LEFT PLUGGED IN UNATTENDED. NO HEATERS TO BE USED UNDER ANY CIRCUMSTANCES. NO OPEN FLAME OR BURNING PERMITTED IN YARD, INCLUDING SHRINKWRAP TORCHES. ALL PROPANE, BOTTLED GAS AND OTHER DANGEROUS FLAMMABLE MATERIALS MUST BE REMOVED FROM VESSEL PRIOR TO STORAGE. OWNERS VIOLATING THIS SECTION MAY BE SUBJECT TO STRICT CIVIL PENALTIES AND/OR FINES.***
15. Owner is required to carry adequate hazard and liability insurance policy(ies) on his Vessel at all times (including the Winter Season), and shall supply Company with proof of coverage upon request. If no insurance is in effect, Owner must sign insurance waiver and release on the last page of this contract.
16. *Company shall incur no liability of any kind* for any damage or loss resulting from fire, it being understood that Owner will carry such fire insurance as he desires for his protection. Nor shall Company be liable for any damage or loss resulting from break-in, theft, vandalism, animals, mold and mildew, strike, riots or Acts of God (which includes all the elements and their effects including flooding and freezing), it being understood and agreed that Owner shall carry adequate insurance to protect his property.
17. Company shall not be held responsible for the condition of batteries brought in for storage. Batteries left on board Vessel shall be disconnected from the electrical system of the vessel. No charging of batteries in stored boats is permitted due to fire hazard.
18. It is recommended that Owner remove all valuables from Vessel for their protection. Company assumes no responsibility for the safety or security of Vessel or its contents. Likewise, Company assumes no responsibility for any fuel left in boat. Responsibility for drain plug removal is Owner's. Owner is responsible for the clearance of leaves, debris, etc. from scuppers, cockpit and deck drains, mast trunks, etc. to prevent cabin and bilge overflows and ice and water damage caused thereby. Owner is responsible for periodic inspection of Vessel. This includes vessels which have been shrink-wrapped, therefore a "zipper door" is recommended for ease of Owner-inspection.
19. Use of floats, wharfs, piers, docks and ramps is at Owner's risk. Company shall not be liable for any damage to Vessel or machinery, including normal wear and tear. Company shall not be liable for personal injury resulting from use of Company's facilities by Owner, his family, friends, agents or guests. All liability for personal injury or property damage rests with Owner.
20. Owner shall be responsible for any damage caused by his Vessel to other vessels, marina facilities or other equipment while Vessel is underway or moored at the dock. Prudent operation and proper use of fenders and lines will prevent most damage from occurring at or near the dock.
21. Owner inspecting his Vessel or performing normal maintenance functions on Vessel does so at his own risk.
22. Vessel is handled at Owner's risk, subject to Company's reasonable care and handling. Company shall assume no liability for the condition of Vessel. Company shall not be responsible for normal "wear and tear," which may occur while lifting, moving and chocking boat (strap marks, etc.). Company shall not be responsible for damage caused by settling or by chocking or boat supports unless determined by competent authority to have been due to negligence of Company.
23. Company shall not be required to furnish any covering or protection for Vessel, except at the request of Owner, for which Company shall make an appropriate additional charge for the furnishing of such materials and labor as may be required. Company shall not be liable for any damage caused by freezing or by any of the elements or their effects either before or after installation of said covering or protection. Owner may install his own covering or tarpaulin, but all coverings installed by Owner must be approved by Company. In no event may coverings or tarpaulins be secured to chocking or jack stands. Covers so secured will be cut off and removed by Yard personnel for the safety of vessel and surrounding vessels.
24. It is agreed that Company has been relieved of all of the aforesaid liabilities because of the low rates charged by it.
25. Owner must keep area around boat neat and clean and free from debris at all times, or Company will be required to clean area around Vessel at Owner's expense. All trash must be deposited in waste receptacles or dumpsters. All waste oil and used filters must be removed from Yard by Owner, or must be left with Company in *designated areas* so that Company can arrange for proper recycling or disposal in accordance with federal and state laws, regulations and standards. ***ALL BOTTOM SANDING RESIDUE MUST BE CONTAINED AND DISPOSED OF IN A LEGALLY ACCEPTABLE AND ENVIRONMENTALLY RESPONSIBLE MANNER. NO BOTTOM SANDING WILL BE PERMITTED EXCEPT DURING COMPANY'S REGULAR BUSINESS HOURS. COMPANY REPRESENTATIVE MUST BE PRESENT IN YARD WHEN SANDING IS BEING PERFORMED TO ENSURE COMPLIANCE WITH FEDERAL, STATE & LOCAL LAWS & REGULATIONS.*** Any questions about proper procedures should be directed to Company and information will be provided to Owner.

26. No tools will be loaned out. Owner must supply his own tools, electrical cords, hoses, ladders and scaffolds.
27. Owners may not move boat stands or chocking without permission of Company.
28. All Vessels offered for sale shall be listed with Company's boat brokerage department. See office for details. No "For Sale" signs are permitted on Vessels without permission of Company.
29. Prices for mandatory or optional service work are not included in contract price.
30. This agreement may be modified by Company upon written notice to Owner at any time.
31. Company reserves the right to terminate this contract for Owner's breach thereof without refund or notice.
32. In the event of a default by either party followed by an action to enforce this contract wherein one side is unsuccessful in such action, the loser shall pay the reasonable attorneys' fees, costs and expenses of the other in such action, and neither party shall seek to prohibit the other in the selection of counsel.
33. This Contract shall be interpreted and enforced in accordance with the laws of the State of New York. If any provisions of this Contract shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Contract, and to this end the provisions of this Contract are intended to be and are severable.

You Must Check One of the Following Statements:

- "I hereby declare that I have insurance on my vessel for liability, indemnity and loss due to hazards including collision, fire, theft, vandalism, etc."***
- "I have no insurance coverage on my vessel, and hereby forever waive any right of claim for damage caused by fire, weather, loss or surge of electrical power, vandalism, etc. against The Boat Place Inc., its owners, employees, outside contractors, agents or assigns."***

"I understand that boating, swimming and fishing can be hazardous activities. I assume all risk of personal injury and property damage sustained by myself, my family members or my guests. I hereby forever release and discharge The Boat Place Inc., its owners, employees, outside contractors, agents or assigns harmless against any liability or claim regardless of cause. I agree that the venue for any legal proceeding will be only in a Suffolk County, New York court."

"I have read the above terms and conditions and I hereby acknowledge receipt of a copy of this four (4) page agreement."

Owner's Signature

Date

The Boat Place, Inc.

Date