

the Boat place, inc.

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DRY LAND MARINA DOCKAGE & STORAGE AGREEMENT

For the period from _____ through _____ D.L.M. Rate: _____

Name _____

Address _____

Home Phone _____ Work Phone _____ Cellular _____

E-Mail Address _____

Boat Make _____ Model _____ NY Reg. # _____

Engine Make _____ Model _____ Trailer _____

DLMSEASON:

- Summer—May 15 through October 15
- Winter—October 16 through May 14 (FREE storage included in contract)

HOURS OF SERVICE:

- 8:00 a.m. – 5:00 p.m. Closed one (1) hour for lunch (about 12:00 – 1:00).
- Tuesday through Saturday (office closed Sunday and Monday).

CALL-IN TIMES:

- One (1) hour advance reservations suggested.
- Call by 3:30 p.m. for launching (“last call” is 3:30 p.m.).
- No launching after 4:30 p.m.
- Make reservations Saturday by 3:30 p.m. for use on Sunday or Monday.
- All Sunday and Monday reservations *must be confirmed* by phone *before* 9:00 a.m. on the day of the reservation or the boat *will not* be launched.
- Boat must leave the dock within 30 minutes of reservation time or it may be hauled out of the water.
- Boats will only be handled once per day. If using boat on the the next consecutive day, call in by 9:00 a.m. so the boat is not hauled out of the water in the morning.

SPECIAL RULES:

- No boats will be launched if “small craft” or greater weather warning is in effect.
- Boats will be launched/hauled—and dock space will be assigned—at the discretion of Company.
- An appropriate additional fee may be charged if the Company launches the boat at the request of Owner, if the request is made in violation of Call-In Rules.
- All boats, engines, outdrives, propellers, trailers, etc. are subject to wear and tear. Company shall not be held responsible for any damage whatsoever.
- All engine work must be performed by Company, including winterization, oil changes and tune-ups. All materials used must be purchased from Company.

BILLING:

- All Customers must pay DLM charges in full by May 15 or prior to commencement of service, whichever comes first. Bills paid after May 15 will incur a 5% late fee.
- All service bills are due upon receipt. After thirty (30) days, a 1½% per month service charge shall be added to all overdue bills and *service will be terminated* until account is paid in full.

OTHER:

- Sales Tax will be collected on all bills (as required by law).
- Engine and all boat systems must be in good working order. All boats and engines must be newer than 10 years old.
- All *service work* must be performed by Company, and winterization, battery removal & storage, oil change, outdrive (or lower unit) service, shrink wrap, spring tune-up and compound & wax (hull sides only) are all *mandatory charges*.
- Outdrive or outboard motor lock mandatory, prop lock mandatory for stainless props.
- All boats must have a properly-wired, automatic bilge pump in good working order.
- Trailer winch (manual) with handle, safety chains and third wheel jack mandatory (all must be in good working order).

TERMS AND CONDITIONS OF SERVICE

It is mutually agreed that the following *Terms and Conditions* shall govern the entire transaction between
_____ (OWNER of VESSEL) and **The Boat Place, Inc. (COMPANY)**:

- 1) Owner is to supply Company with three (3) sets of ignition keys to boat.
- 2) Owner has given permission to Company, its employees and agents to operate and handle boat on water and/or land at Owner's sole risk.
- 3) Only Owner and his authorized agents to operate vessel from Company's yard. Owner to supply Company with a list of authorized operators (Owner's sons, daughters, etc.).
- 4) All boats must have at least four (4) docklines and at least four (4) fenders, appropriately-sized, and easily accessible to the D.L.M. crew. Owner is responsible for properly tying up his boat so as not to damage other boats. All boats must be properly-equipped with all U.S.C.G.-required safety items.
- 5) Company has the right to limit the number of boats at the float. Boats will be launched and hauled at Company's discretion for the safety and convenience of Owners and their vessels.
- 6) One vehicle per boat is permitted in the parking area(s). Guests should park in the public parking lot in the designated area(s). All cars to be parked in designated areas, not blocking access to Yard entrance, Travelift slip, ramp, or floats. Vehicles blocking said areas or blocking other boats/vehicles will be towed at Owner's expense. Owners parking their vehicles for extended periods (including overnight stays) must leave a key in the office.
- 7) Owner is responsible for lowering radio antennas, removing all electronics, fishing tackle, and other valuables from vessel.
- 8) Transfer of fuel or any flammable material while Vessel is at the Dock is strictly prohibited by law.
- 9) Discharge of fish waste, unused bait, human waste or other pollutants while Vessel is at the dock is strictly prohibited by law.
- 10) 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 rests with Owner.
- 11) Company shall incur no liability of any kind whatsoever for any damage 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 resulting from any strike, riots or Acts of God, which includes all the elements. All vessels will be handled at Owner's risk. Company shall assume no liability for the condition of the vessel. Company shall not be liable for damage to vessel, including propeller damage, for any reason. All vessels handled at Owner's sole risk and liability.
- 12) 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.
- 13) Owner shall be responsible for all damage caused by his Vessel to other vessels, marina facilities or other equipment while Vessel is underway or while it is moored at the Dock. Prudent operation and proper use of fenders and lines will prevent most damage from occurring at or near the Dock.
- 14) Company shall not be responsible for the loss of any article or equipment from said vessel. The Company likewise shall not be responsible for any fuel left in boat, nor for any damage due to freezing. Owner is required to periodically inspect boat while in storage on land or while moored at Dock.
- 15) It is agreed that the Company has been relieved of the aforesaid liabilities because of the low rates charged by it.
- 16) All service work, maintenance and repairs (including tune-ups, winterizations, etc.) to be performed by Company ONLY unless prior written arrangements are made.
- 17) All parts, accessories, paints, electronics, etc. to be used or installed on or in boat shall be purchased from The Boat Place, Inc. (Company).

CONTINUED...

- 18) *Absolutely* no outside or competitive labor is permitted in the Yard either during the Winter or Summer periods. If Specialist labor is required, it shall be arranged and billed through the Company and an appropriate additional charge shall be added for the use of Company's facilities, etc. Owners making use of non-authorized outside contractors (including family members) shall be fined a minimum of \$250 per day per incident.
- 19) Contract charges are for full season, regardless of first launch date. First launch date cannot be guaranteed due to unforeseen weather, delays in work scheduling, and various other internal and external factors. Not all boats will be ready for May 15. No *pro rata* charges, monthly or weekly service charges. No refunds for partial service.
- 20) Prices based on single-family ownership and usage (average three times per week). No partnerships or "extended families" (including adult children) will be accepted in Dry Land Marina unless prearranged and approved by management. An appropriate additional fee (*at least* 50% of standard contract rate) will be charged for approved partnerships.
- 21) This contract is not transferable to any other person. Subleasing or loaning the boat or the service is prohibited. Service is only for vessel described herein and is not refundable if not used.
- 22) Prices for mandatory or optional service work are not included in contract price. A fee of \$250.00 will be charged if boat leaves DLM without mandatory service work having been done (e.g.: boat gets sold or customer gets slip in marina and removes boat prior to end of season, etc.) to compensate Company for lost profit due to Owner's breach of contract.
- 23) This contract may be modified by Company upon written notice to Owner at any time.
- 24) Company reserves the right to terminate this contract for Owner's breach thereof without refund or notice.
- 25) All vessels are measured including bow pulpits, anchor davits, swim platforms and outboard or sterndrive units when determining length overall.

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, theft, 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. In the event that legal proceedings are instituted to enforce any provision of this contract, it is agreed that the Company shall be entitled to recover reasonable costs from me (Owner), including, but not limited to, attorneys fees, legal fees and court costs. 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 three (3) page agreement."

Owner's Signature

Date

The Boat Place, Inc.

Date