

**OUTSIDE STORAGE CONTRACT
2019-2020**

Owner _____ Yacht _____ Reg./Doc# _____

Address _____

Phone _____ Cell _____ Office _____

Email _____

This agreement by and between Portland Boat Works, Inc., a Connecticut Corporation having its office and principal place of business at 1 Grove St., Portland, CT, hereafter “yard” and _____ of _____, owner of the yacht _____, hereafter “customer” to constitute the entire agreement and all terms and conditions of the storage of said yacht at the above premises from Fall 2019 to Spring 2020.

In consideration of the payment of \$3.75 per square foot, (pulpit and swim platform are not charged outside) and of the other agreements hereinafter made by the customer, the yard agrees as follows:

1. To haul and store said yacht on its premises, inside a boat storage shed in a location and manner to be determined solely by the yard, and to launch the same at the end of the storage season.
2. To provide, at **additional** cost to customer the following:
 - a. Storage for batteries at \$35.00 per battery; charging of the batteries in the boat using ship’s charging system at \$200.00 per boat.
 - b. Winterization: **The yard to perform all or none** at the rate of \$300.00 per engine; \$150.00 per generator, A/C, refrigerators, and wash down pumps @ \$75.00 per each. Plus metered antifreeze. Winterizing of the water system and related items will be charged at an hourly rate, plus materials.

The customer agrees as follows:

1. **All holding tanks must be emptied before boat arrives for storage.**
2. To pay a non-refundable deposit of \$500.00 upon execution of this agreement, which will not be binding on the yard unless executed and returned to the yard on or before **September 1, 2019.**
3. No boat will be hauled unless a completed, signed contract, with deposit has been received by **September 1, 2019.** Customer acknowledges and agrees that delivery and haul constitute services in full for winter storage. Winter storage is earned and due in full at time of haul.

4. To deposit with the yard, when said yacht is tendered for storage, a complete set of keys for the same.
5. To leave all shore power cords down to 15 amp adapters on board.
6. To provide sufficient and adequate lines to tie said yacht with it is launched.
7. To leave or store no money or liquor on said yacht.
8. To pay all bills submitted by the yard within 30 days of submission, and the customer understands and agrees that interest on any unpaid amount shall accrue at the rate of 1 ½% per month. NO EXCEPTIONS!
9. All work will be stopped on any boat whose account is past due.
10. That he/she will conform to all rules and regulations imposed by the yard with respect to the conduct of the customer, his/her agents, contractors and guests, included but not limited to those with respect to smoking and smoking materials, the handling and storage of flammable materials, the use of mechanical, electrical, and other tools and equipment.
11. When a boat is launched that does not berth in our marina, the number of days allowed for dockage will be determined by Portland Boat Works management. Thereafter, the owner will be charged the normal dockage fee.
12. That he/she acknowledges that the business hours of the yard conclude at 4:30 p.m. daily and that all electrical power will be turned off and storage sheds will be vacated and locked at said time.
13. That all bills, including those less than 30 days old , must be paid before the yacht is removed from the yard's premises and by the execution of the agreement, he/she grants to the pursuant to the exercise of said lien; as well as the payment of reasonable attorney fees, if required, to enforce said lien, or collect any monies due under the terms of this contract.
14. That he/she acknowledges that the yard conducts a marine store on its premises and relies on customers for a substantial portion of the business of said store, and he/she will, as much as possible, purchase marine supplies, equipment, and material there.
15. That neither he/she nor any agent, contractor or other person acting through, for or under the customer, shall enter upon said yacht without first reporting to the yard office each day of entry. No outside labor or independent contractor's work is allowed unless permission is obtained by Portland Boat Works. Portland Boat Works will require proof of liability insurance in the amount of \$5,000,000.00. All outside contractors must complete form available in the office and sign in and out daily.
16. Brokerage listing is available.

Responsibility for Loss, Damage, or Injury:

The grant of any space and launching service, mooring slip, or dock space, tie up privilege, towing, hauling or moving afloat or shore, or any service whatsoever granted by the yard shall be accepted with the distinct understanding, and customer hereby agrees, that neither the yard nor its directors, officers, shareholders, employees, or agents, assume any responsibility whatsoever for the safety of any boat at the boatyard either ashore or moored in the boat basin or adjoining waters or during launching, hauling, or lifting operations, and none of them shall be liable to the customer or any person claiming by, through or under him/her for fire, theft, or any damage whatsoever to any such boat and its equipment, or any property or the person of the

customer, his/her family, employees, guests, or invitees, however caused and whether or not caused by the fault or negligence of the yard or any of its directors, officers, shareholders, employees or agents.

In addition the customer does hereby by agree to indemnify and hold harmless the yard, its directors, officers, shareholders, employees, and agents of and from any and all liability, claims and demand for damage to the property of and injuries to, or for property damage and personal injuries caused by the customer, his/her family, employees, guests, or invitees.

The customer agrees that any grant of storage space and launching service shall constitute a rental of space only and no bailment of any kind is intended or created either expressed or implied. The customer further agrees that all risk of loss, damage, or destruction of said vessel, its equipment or other property of the owner shall at all times be borne by the customer, including pickup and/or delivery of customer's vessel.

This agreement shall be governed by the laws of the State of Connecticut, and shall become effective only when executed and accepted by the yard. The parties further agree that this contract shall be interpreted as a commercial contract.

I accept terms and conditions as provided on this storage agreement for 2019-2020.

Witnessed:

Customer _____

Accepted at Portland, CT. this _____ day of _____

Portland Boat Works, Inc. _____

**please complete top of page.