HAULING AND OUTSIDE STORAGE CONTRACT

October 31, 2020 – May 1, 2021

Conanicut Marine Services Inc. | 20 Narragansett Avenue, Jamestown RI 02835
kevin@conanicutmarina.com | (401) 423-1556 x 210 | (401) 423-7159 (fax)

BOAT OWNER _____ MOBILE PHONE _____

ADDRESS _____ FAX NO. _____

CITY _____ STATE _____ ZIP _____ EMAIL _____

NAME OF BOAT _____ WEIGHT _____ REG. OR DOC. NO. _____

DRAFT _____ KEEL SHAPE _____ BOAT YEAR _____ BOAT MAKE _____

COMBINATION _____ KEYS/LOCATION _____ **LOA** _____ BEAM _____

ENGINE OR OUTBOARD MAKE _____ YEAR _____ MODEL & H.P. _____

VESSEL INSURER _____ POLICY NO. _____ EXP. DATE _____

APPROX. HAULING DATE REQUESTED _____ APPROX. SPRING LAUNCHING DATE REQUESTED _____

Conanicut Marina requires 20 working days notice of the desired hauling and launching dates or prompt service cannot be guaranteed. All hauling and winterizing after November 25 will be billed 2X rates below. The yard has the right to deviate from a flat rate schedule due to unusual or non-standard circumstances and charge our normal hourly rate.

NOTE: ONLY AFFILIATED CONTRACTORS ARE PERMITTED ON THE PREMISES.

CALCULATE ALL PER FOOT RATES TIMES THE VESSEL'S LOA (20 FT. MIN. CHARGE)		CODE	UNITS/PRICE	TOTAL
WINTER STORAGE AND MAINTENANCE	☐ Do all maintenance as required and launch in spring on above date			
WINTER STORAGE OUTSIDE—Includes haul, bottom wash, blocks, stands, storage and launch ***See separate contract for inside storage.***	☐ Power vessel < = 32' LOA and 13'6" HT	605 PB	Ft. @ $46.00	$
	☐ Power vessel > 32' LOA and < 13'6" HT	605 PB1	Ft. @ $48.00	$
	☐ Power vessel on owner's INSPECTED trailer	608 PB	Ft. @ $44.00	$
	☐ Sail vessels < = 32'	605 SB	Ft. @ $49.00	$
	☐ Sail vessels > 32'	605 SB1	Ft. @ $50.00	$
	☐ Sail vessel on owner's INSPECTED trailer	608 SB	Ft. @ $45.00	$
	☐ Inspect/recommend hull maintenance list	IH	Ft. @ $3.50	$
HOME STORAGE	☐ To owner's trailer on dock	601	Ft. @ $9.50	$
	☐ To owner's trailer and deliver to residence	602	Ft. @ $14.00	$
	☐ To residence on owner's stands < 32'	603	Ft. @ $13.00	$
	☐ To owner's residence over 10,000 # > = 32'	603T	Ft. @ $17.00 + Rail/Lift	$
	☐ Transport mast over 26' (other than CMS yard)	338	Ft. @ $8.25	$
	☐ Transport mast under 25'11" with boat	377	Ft. @ $3.75	$
	☐ Off island, add tolls, plus $5.25 per round trip mile	307	Mi. @ $5.25 + Tolls	$
MASTS, SAILS AND RIGGING	☐ Unstep up to 29'	631	Ft. @ $13.50	$
	☐ Unstep over 29' 632 633 634 635 636 637		Rate Sheet	$
	☐ Store mast outside	611	Ft. @ $6.50	$
	☐ Store mast inside/initiate routine maintenance	612	Time + mtls. + Ft. @ $12.50	$
	☐ Sails yard to remove up to 29'	639	Ea. @ $152.00	$
	☐ Sails yard to remove 30' and over	640	Ea. @ $255.00	$
	☐ Sails clean, repair and store #	613	Time and materials	$
	☐ Service and lube winches	I12	Time and materials	$
	☐ Inspect/recommend rigging maintenance list (rig down)	IR	Ft. @ $3.50	$
BOTTOM	☐ Wash bottom normal conditions	620	Ft. @ $4.85	$
	☐ Prep and paint bottom before spring launch date	356	Ft. @ $27.50 + mtls.	$
SPRING PREP PACKAGE	☐ Complete exterior cleaning includes the following: wash exterior of vessel; wax hull, cockpit, topsides; polish all exterior hardware (rails, etc.); bleach and rinse accessible bilge areas; apply SeaHawk bottom paint; shrink wrap vessel.			
	☐ Up to 26'	660	Ft. @ $161.00	$
	☐ 27–36 ft.	661	Ft. @ $215.00	$
	☐ 37–47 ft.	662	Ft. @ $258.00	$
	☐ Prepare and varnish/oil teak—brightwork	I17	Time and materials	$

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CALCULATE ALL PER FOOT RATES TIMES THE VESSEL'S LOA (20 FT. MIN. CHARGE)		CODE	UNITS/PRICE	TOTAL
WINTERIZING	☐ Winterize as necessary all heads, domestic freshwater, bilge pumps, sump pumps and systems as necessary.	I9	Time and materials	$
	☐ Up to 4-cylinder engine: service fluids, filters, engine zincs and winterization	670	Ea. @ $447.00	$
	☐ 6-cylinder engine	671	Ea. @ $578.00	$
	☐ 8-cylinder engine	672	Ea. @ $650.00	$
	☐ **Prelaunch spring commissioning** of engines and mechanical systems as necessary	I10	Time and materials	$
	☐ Service seacocks, thru hulls and connecting hoses	I11	Time and materials	$
	☐ Inspect/recommend mech. maintenance list/fuel sample	IM	Ft. @ $3.50	$
BATTERIES	☐ Owner to remove ☐ Yard to service	685	Time + mtls. + Ea. @ $50	$
OUTBOARD ENGINES	☐ Winterize outboard to go (owner to store)		Rate Sheet	$
	☐ Winterize outboard (CMS to store), initiate routine maintenance		Rate Sheet	$
	☐ Service cooling system (recommended every two years)	OBWP	Time and materials	$
FRAME AND COVER BOAT—*Shrink wrapping only by yard personnel*	☐ Shrink wrap up to 20'		Ft. @ $20.70	$
	☐ Shrink wrap over 20' SW1 SW2 SW3 SW4 SW5		Rate Sheet	$
	☐ Shrink wrap vessel with flybridge and towers		Time and materials	$
	☐ Frame and cover boat using owner's cover	628	Time and materials	$
WINTERIZE MOORING Town Sticker No.: _____	**Note:** ***Owner is responsible for removal of mast buoy and bridle if not checked below:***			
	☐ Removal of bridle and/or mast buoy—leave on vessel	700	Ea. @ $105.00	$
	☐ Install winter buoy only (private systems)	701	Ea. @ $130.00	$
	☐ Decommission (private systems), paint ball with anti-fouling, store line and buoy. Recommission in spring, check to heavy chain (only) connection.	702	Ea. @ $253.00	$
ADDITIONAL REQUESTS BEFORE SPRING	☐ Please complete items below ☐ Please provide an estimate for items below			$
				$
				$
				$

TO AVOID ANY HAULING INCONVENIENCES, please submit charge card number for the total flat rate work indicated on the right. NO HAULING DATE WILL BE CONFIRMED WITHOUT RECEIPT OF PREPAYMENT IN FULL. Remaining charges will be charged to your card upon completion of work and copies mailed to the address listed on the top of page one of this form.

Charge my: ☐ VISA ☐ MC ☐ AMEX ☐ Discover

Card No.: _____

Exp. Date: _____ Sec. Code: _____

☐ ON FILE ☐ RETAIN ON FILE

I have read and agree to all of the conditions, including those on page 3 of this agreement:

_____

Owner's Signature

Deposit enclosed: $ _____

Completed invoice will include summary of charges including:

Misc. supply: $_____

Environmental: $_____

Sales tax (mat. only): $_____

INVOICE ON COMPLETION = TOTAL: $ _____

Thank you for using Conanicut Marine Services!

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TERMS OF CONTRACT

1. The boat length for calculating the storage fee shall include bowsprit, boomkin, and any other non-removable appendages.

2. Boats, campers and gear are stored at Owner's risk. The boat and other property of the Owner, his agents or guests are brought on the Conanicut Marina property at the sole risk of the Owner, his agent or guests. Conanicut Marina will not be liable for any loss of, or damage to, said boat or property from any cause whatsoever. This includes fire, theft, vandalism, deterioration, part failure, storm or ice damage. **It is the responsibility of the Owner to maintain insurance for the boat during the storage period.** We cannot maintain our low storage rates if we are forced to insure your yacht.

3. All outside labor must be cleared by the yard. Only affiliated contractors are permitted on the premises.

4. Cradles, trailers, and dinghies must be clearly marked with the Owner's name and/or boat name for easy identification.

5. Responsibility for drain removal is the Owner's. Inoperable engines will not be winterized by Conanicut Marina nor does Conanicut Marina give any guarantee as to engine if delivered in non-operating condition.

6. No electric cords may be left plugged in when boat is vacated. No electric heaters or water heaters, no open-flame heaters or torches are to be used on boats at any time without the express permission of the yard.

7. The Owner shall be fully responsible for the watertightness of his boat upon launching and thereafter. Any pumping or checking by the yard, or use of yard pumps, will be charged at the current rates.

8. The Owner agrees that a vessel stored at Conanicut Marina in excess of one year without the signing of a new storage contract and payment of the storage fee shall be considered as property abandoned by the Owner, and upon thirty (30) days elapsing from sending a written notice by Conanicut Marina to the Owner (to address on last contract). Conanicut Marina will then seek disposal of the vessel to satisfy the mechanic's lien granted and acknowledged by signature of this contract.

9. All boats must have a garboard drain or be properly covered to prevent water build-up in the boat.

10. The yard has the right to deviate from the flat rate schedule due to unusual or non-standard circumstances and charge our normal hourly rate.

11. Boats in outside storage not launched by May 1 of the year in which this contract ends will be subject to an additional charge of $4.00 per foot per week. Inside storage boats will be subject to an additional charge of $1.00 per square foot per week.

12. Boat owners should not plan to be present for hauling or launching since this will be done at the yard's convenience according to the weather, number of boats to be hauled or launched, and any other work commitments. Boats will not be hauled or launched on holidays, Saturdays or Sundays. The yard will, however, attempt to stay as close as possible to the desired dates.

13. When a boat is hauled that does not berth in our marina, it may be moored in advance of the haul-out date on our mooring for a maximum of seven (7) days without charge. Boats delivered in advance of seven (7) days of the requested haul-out date will be charged the daily mooring or dockage fee, and all conditions applied in the Conanicut Marina mooring agreement are hereby incorporated.

14. When a boat is launched that does not berth in our Marina, a maximum of 24 hours on a mooring will be provided free, and thereafter the Owner will be charged the regular docking rate.

15. The yard should have access to the inside of your boat at the time of launch and hauling. If they do not have either a key or combination, they will automatically cut the lock and install a new one at the Owner's expense.

16. Bills will be mailed monthly and are due when rendered. A service charge of 1.5% per month (18% annually) will be added to balances thirty (30) days past due. Customers are reminded that storage charges are due IN FULL when billed. All bills must be paid in full prior to launching. Launching dates will only be given after any and all outstanding balances are paid in full. Full payment of the storage and maintenance fees MUST accompany this contract.

17. Security Interest. In addition to those liens arising under state or federal law, Owner grants Yard a security interest in the Vessel, its engines, equipment, furnishings and other appurtenances, to secure sums due under this Agreement, including costs and attorneys' fees. This Agreement shall serve both as a Security Agreement and Financing Statement. In accordance with the lien granted, Owner further extends to Yard a license to board the Vessel, upon Owner's default and remove any machinery, equipment, or materials Yard provided or installed. This license shall be deemed coupled with an interest and so may not be revoked.

18. Attorney's Fees. Owner shall pay Yard's reasonable attorneys' fees and costs incurred in any dispute or legal proceeding arising from this Agreement or Yard's work on the Vessel, now or in the future, whether under this Agreement, subsequent oral or written agreement, or otherwise.

19. Please leave docklines and fenders ready in cockpit. Any boat without lines or fenders, or with lines and fenders that are not adequate to secure the boat properly, will be provided or replaced at the Owner's expense.

20. Any moves required to gain access to vessel before approximate delivery, launching date will be billed at our normal rate; (or if no approximate delivery launching date is given and additional moves are required, this will also be billed at our normal rate).

21. Due to insurance regulations, owners and their paid or non-paid helpers are not allowed to work on their vessel when stored inside or in repair shop.

22. The Owner may list his boat for sale with Conanicut Marina and/or other parties. In the event of a sale arranged by Conanicut Marina, a 10% brokerage fee will be charged. If the boat is sold by the Owner or another broker while stored or moored at Conanicut Marina, the Owner will be charged to compensate Conanicut Marina for the use of its services which facilitated the sale. The charge will be based on time and materials.

23. Environmental Responsibility. It is understood that Conanicut Marine Services is an environmentally friendly marina and boat yard and subscribes to and enforces pollution prevention procedures. It is further understood and agreed that the posted best management practices at CMS are to be followed. I understand that this list may not be complete and pledge that I will exercise common sense and judgment in my actions to insure that my activities will not deposit pollution, waste, or residues on CMS premises. I understand that failure to adopt pollution prevention procedures may result in expulsion from CMS and forfeiture of rental fees. I understand that I may elect to employ CMS to perform potentially pollution producing activities on my behalf in which case the responsibility for compliance with the best management practices is entirely theirs.