



**Sturgeon Bay Marinas.com LLC
D/b/a Sturgeon Bay Marine Center
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Sturgeon Bay, WI 54235**

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2009 - 2010 Winter Storage Contract

Owners Name _____
Address _____

Phone Number _____
E-Mail _____

Boat Name _____
Length _____ **** Beam** _____
Draft _____
Boat Manufacturer _____
Summer Slip Number _____
Circle: Inside Heated Inside Cold Outside

**** Boat length will be based on overall length, including swim platform and bow pulpit, and will be charged accordingly. Boats will be measured by SBMC employees for verification. All boat lengths and widths will be rounded up to next foot.**

Total measurement to be charged _____ Rate _____ = Total bill _____
 25% deposit (minimum \$300) _____

By and between **STURGEON BAY MARINE CENTER (SBMC)** and the owner(s) of the yacht named in this contract it is hereby agreed that:

- (1) **Sturgeon Bay Marine Center (SBMC)** is to provide inside or outside storage for the owner(s) yacht for one winter season commencing on or after **October 1, 2009** and extending to **May 30, 2010**.
- (2) With the return of this contract, duly executed by owner(s) his agent or master, owner(s) will pay **25% of Winter Storage Fee for Boat (Minimum \$300.00)** as a deposit (non-refundable). The balance of said service costs to be paid, 50% billed at haul out and the balance will be billed on January 1, 2010. **All invoices to be paid within 30 days.**
- (3) Please help us plan our work by contacting us early. Any work requests after January 1, 2009 may cause delays in sail away plans. **Estimates** must be provided for all work upon owner(s) request. Billing of the work will be on a time and materials basis. In the event that the scope of work changes, the owner(s) will be notified of any additional costs. Signed work order authorizations are required prior to proceeding with any work, along with a credit card number to charge work to.
- (4) Owner(s) agree(s) that the payments for contracted work will be made to **SBMC** in accordance with its standard terms of net cash, payment due based on completion of work, such as carpentry, painting, engine repair and/or comparable service. For large work orders, owner(s) will be expected to make progress payments on work as it is completed.
- (5) Owner(s) understand(s) and agree(s) that the yacht under contract will be hauled out at such a time as to best suit the lifting schedules of **SBMC** and that all subsequent work and service will be done strictly on a first come, first served basis. Boats last hauled will be first launched at the option of **SBMC**.
- (6) Owner(s) agree(s) to leave one complete set of keys for the aforementioned yacht with **SBMC** and grants **SBMC** right of reasonable access to said yacht at all times the yacht is within its storage and working areas. **SBMC** will not show yacht to others unless expressly requested, in writing, by owner(s).
- (7) Owner(s) understand(s) and agree(s) that **SBMC** attempts to maintain strict security at all times and does not permit its customers or other persons access, unless satisfactorily identified, and then only during normal

working hours in accordance with posted yard rules and procedures. Owner(s) agree(s) that **SBMC**, with respect to the yacht stored hereunder, shall be responsible only for the exercise of ordinary care. **SBMC** assumes no responsibility for pilferage or damage because of vandalism. **SBMC** shall not be liable for loss or damage caused by fire, the elements, water, sprinkler leakage, heat, cold, frost, rust, riot, unlawful disturbance of the peace, or other unspecified events. Vessel's owner(s) will insure each yacht for a suitable amount against all possible hazards and casualties. **Each owner shall file a current and valid certificate of insurance with SBMC before yacht will be permitted to be put into storage naming SBMC on a Certificate of Insurance.** Owner(s) should remove all personal effects, gear, clothing, and similar items from yacht immediately before haul-out. Owner(s) agree(s) and understand(s) that neither he nor others will be permitted to do work thereupon, while the abovementioned yacht is located in any inside work area at **SBMC**.

(8) Owner(s) understand(s) and agree(s) that no competitive labor will be allowed upon the premises of **SBMC** ashore or afloat, and that outside vendors, or others hired or in the employ of owner(s) are not allowed upon said premises, ashore or afloat, without prior notification and approval of the management of **SBMC**. Owner(s) will not direct or order such persons to **SBMC** unless those persons have been approved by **SBMC**. Outside approved persons working on yachts will be required to have filed proof of insurance with **SBMC** and agree to all conditions requested by **SBMC**. **SBMC** requests that owners do not ask any **SBMC** employees or affiliates to work on their vessels on non-**SBMC** time.

(9) **SBMC** requests owner(s) to arrange for a sail away plan as early in the year as possible. Owner(s) agree(s) and understand(s) that all sail away plans are contingent on weather, dock availability, and the location of yacht in the storage facility as determined by previous season termination and storage dates.

(10) Owner will be required to remove vessel from **SBMC** property within four (4) working days or the Saturday following launch and commissioning, whichever day comes first.

(11) Owner(s) agree(s) to make available a minimum of four (4) good and serviceable dock lines and fenders of adequate size and number for tying off to **SBMC** dock facility. If lines and fenders are not on board they shall be supplied by **SBMC** accordingly and be billed to the owner(s). **SBMC** employees will mark or tag, with the vessel name, any dock lines and fenders supplied by **SBMC** and owner will be billed accordingly.

(12) **No yacht will be released until all charges incurred for said yacht are paid in full**, including but not limited to labor, materials, and storage charges. **SBMC** maintains a lien on said vessel pursuant to Chapter 780 WIS. STAT. for all unpaid labor and materials purchased on behalf of said vessel. Any charges for repairs covered by insurance are the responsibility of the owner(s) and billings will be made directly to the owner(s) under our regular terms. **SBMC does no 3rd party billing.**

(13) **SBMC** reserves the right to refuse the use of any owner(s) furnished cradles and/or jack stands which management feels are not safe or adequate.

(14) Owner(s) understand(s) and agree(s) for his protection and the protection of others, that **SBMC** reserves the right to fill all engine fuel tanks, remove any paints, thinners, solvents, LP gas cylinders, alcohol containers, kerosene containers, oily rags, and other items of a combustible nature from the yacht.

(15) No smoking will be permitted in storage buildings.

(16) The owner(s) hereby agree(s) to obey all rules, regulations, the procedures, and to abide by the hours of the yard as posted on the premises. No boat Owner is allowed to do any of the following inside buildings or in the yard: Sand, paint, bottom paint, use flammable materials. No sanding of boats will be allowed unless boat is moved to a containment area and all sanding will be done with a vacuum sanding system. If you request to have your boat moved outside to do work on it, there will be a moving charge which will be the labor rate current for that time for two (2) men plus machinery.

(17) If yacht remains in storage beyond the normal contract period date, this agreement shall remain in force for subsequent storage periods and all charges for storage and repair shall be billed at the labor rate current for that time.

(18) Owner(s) hereby agree(s) to remove all perishable food items from vessel(s) prior to haul-out.

(19) **Length & Width of Boat:** Platform, bowsprits, pulpits, davits, outboard motors, out-drives, and trailers will be included in determining indoor storage length.

(20) Boats to be hauled prices are based on the boat being at our Marina at the time of haul-out and picked up at our Marina when placed back in the water.

(21) **NOTE:** Upon launch of your boat, we will start and move boat to your slip at no charge. If you wish us to check out all the systems and hoses, there will be an additional charge at the labor rate current for that time per man (see Spring Launch Sheet).

I hereby authorize the aforementioned services and the necessary materials. I also hereby authorize **SBMC** and/or **SBMC** employees/subcontractors to operate the equipment, systems and/or vessel as required for the purpose of testing inspection, and/or completion of the aforementioned work. I agree the labor rate for all the work performed shall be **as specified**. I agree that all charges for repairs covered by insurance are the responsibility of the owner and billing will be made directly to owner under **SBMC** regular terms. I further agree that **INTEREST** shall be charged on all past due accounts, defined as thirty (30) days from date of invoice, at a rate of **1-1/2% PER MONTH** on the outstanding balances, and that all charges shall be paid before the boat is released to the customer or authorized agent. An express mechanic's lien is hereby acknowledged on the aforementioned vessel to secure the amount of repairs thereto. I understand that, per contract terms, **SBMC** does no 3rd party billing and I am responsible for all 3rd party warranties and insurance claims.

Where applicable, the warranty shall be for a period of ninety (90) days from the date of delivery of the vessel to yacht owner/representative and shall cover only the repair or replacement of work done or materials supplied to yacht owner/representative by **Sturgeon Bay Marine Center** – not any outside contractor doing any work.. **ALL CONSEQUENTIAL AND INCIDENTAL DAMAGES ARE HEREBY EXPRESSLY EXCLUDED.** All warranty work shall be done on the premises of **SBMC**, and it shall be the obligation of yacht owner/representative to bring the vessel to said premises, unless otherwise agreed by **SBMC**. **Sturgeon Bay Marine Center HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES THAT MIGHT BE CLAIMED AND EXCLUDES ANY Sturgeon Bay Marine Center's work FROM VENDOR WARRANTIES.** Any vendor warranties shall be passed on directly to yacht owner/representative by **STURGEON BAY MARINE CENTER**. All complaints regarding service work performed by **SBMC** shall be made within seven (7) days of leaving the **SBMC** property.

Outside Contractors will warrant their work separate of **SBMC**.

The term Winter Storage and cost thereof include the hauling of the boat and placement on stands or cradles for winter storage, either inside of outside. The fee charged for storage includes 1 hour of labor and 1 hour of machinery time for fall haul-out, and 1 hour for spring launch for labor and machinery (1 hour = 2 men ½ hour each). Any time in excess of the 1 hour shall be billed at the published shop rate and machinery rate. There will be no credits given for any services not used in this contract time frame.

Bottom Washing is not included in boat haul-out and will only be done by **SBMC employees at \$3.00 per foot for storage customers and \$6.00 per lineal foot for all others.**

Masts – Sailboats that store inside and have their masts removed are charged for all labor, crane time and storing of mast in buildings. Minimum 2 men at \$85.00 per man and \$78.50 per hour for crane.

Boat owners are absolutely forbidden from using paint or paint products inside any storage building.

REMEMBER: The last boat into the building in the fall will be the first boat outside in spring. Please plan your haul-out date accordingly.

Any cradles or stands left unused or unclaimed after one year become the property of **SBMC**.

I hereby acknowledge that I have read and understand the **SBMC** terms, as laid forth on pages 1-4, for work orders and storage on any and all vessels.

Owner Signature

Date