

UNITED MARINE BOATYARD

< WINTER STORAGE TERMS AND CONDITIONS >

IT IS MUTUALLY AGREED THAT THE FOLLOWING TERMS AND CONDITIONS GOVERN THIS ENTIRE TRANSACTION. (Storage Contract on Reverse Side)

1. There are NO yard restrictions for vessel owners who wish to work on their boat except as follows. ONLY an owner may perform Service to his or her boat. Owners may NOT perform any hauling, blocking, unstepping or outside spray painting.
2. In order to provide customers with coordinated quality service, all systems winterized by UM will automatically be re-commissioned by UM in the spring. Commissioning will only be billed after completion in the spring.
3. Unstepping charges do NOT include preparation. Preparation includes Boom and Sail removal, chafe tape removal, turnbuckles loose, mast blocking removed, mast wires disconnected and all halyards tied to mast. If not completed by owner, United Marine will complete during unstepping and charge accordingly.
4. Any masts stored on deck that increase the LOA of the vessel will be charged the increase in LOA at the "per foot" vessel storage charge in the current UM rate schedule. (Maximum allowed total overhang is eight feet).
5. When bottom washing, additional charges will be made for unusually heavy fouling.
6. OUTSIDE CONTRACTORS are NOT PERMITTED except with UM approval. If approved, the contractor must show proof of Liability Insurance in the amount of one million dollars minimum – NO EXCEPTIONS. Contractors must check-in at UM office when arriving and leaving our yard and the boat owner will be billed a \$20/hr facility charge for each hour his contractor works at UM.
7. OWNERS MUST MARK DOCK LINES & FENDERS WITH VESSEL NAME. After hauling and blocking UM will stow lines & fenders, cover deck openings, and tidy up decks. These services are included in our winter storage rates.
8. Positively no wood vessel liability. Contract signing constitutes release.
9. UM reserves the right to refuse mast-up storage if a safety hazard exists.
10. The winter storage season is from November 1 thru April 30. Vessels may arrive any time after Labor Day at NO additional charge. Vessels not launched by July 4 will be charged for summer land storage retroactive to May 1. The summer storage season is from May 1 thru October 31.
11. UM shall incur no liability of any kind whatsoever for any damage resulting from fire, it being understood that the Owner will carry such fire insurance as he desires for his own protection. Nor shall UM be liable for any damage resulting from any strike, riots, or Acts of God, which include all the elements. All vessels shall be handled at the owner's risk subject to reasonable care and handling practices. UM shall assume no liability for the condition of the vessel.
12. UM has endeavored to provide a very secure storage environment for all its vessels, however, we recommend the security of off-season property insurance. UM shall not be responsible for the loss of any articles or equipment in or on any vessel.
13. Any alleged claims for damage done by UM while handling Customer's Vessel or equipment must be made within ten (10) days of the performed service. Absolutely NO claims will be recognized after that period.
14. Open flames or blow torches may be used ONLY by yard personnel.
15. No electrical equipment, lights and heat lamps, may be left connected on any vessel.
16. UM does not supply ladders, tools or equipment for customer use. Borrowing any of these items is NOT permitted.
17. Owners are required to dispose of all debris which they create around their boats (Fire dept regulations). If not, they then will be charged normal rates for this cleanup.
18. Owner must insure that adequate lines & fenders are aboard vessel before launching. If not, UM will supply new equipment and charge owner accordingly.
19. Winterizing liability will not be assumed for boats which are ordered to be winterized after November 1.
20. UM RECOMMENDS THAT ALL VALUABLE LOOSE PROPERTY BE REMOVED FROM VESSEL AT HAULOUT TIME AND THAT BOATS BE LEFT UNLOCKED. Whether or not boats are locked, owners are required to leave ignition and cabin keys or combination at the UM office.
21. Vessels left in UM yard for a period of six (6) months without payment of storage will be considered abandoned. Seizure and sale procedures will be instituted under the laws of the State of Connecticut.
22. The sale of a vessel in no way voids the terms and conditions of this storage contract. Work requirements will pertain and sellers are expected to so notify the new owners.
23. No outside spray painting or spray varnishing is allowed. Please contact UM yard office if work of this nature is required.