

DAMAR LTD. MIDWAY MARINA

WINTER STORAGE AGREEMENT 2025

Owner's Name _____ Boat Name _____
 Address _____ City _____ State _____ Zip _____
 Home Phone _____ Cell _____ Email _____
 Make _____ Length _____ Beam _____ Draft _____ Year _____ Key/Combo _____
 Reg#/Doc# _____ Trailer Make _____ Trailer Reg# _____
 Haul Date _____ Launch Date _____ Wood/Glass _____
 My boat is for sale _____ Yes _____ No _____ Price _____

PLEASE CHECK BELOW FOR DESIRED SERVICES AND READ TERMS AND CONDITIONS

MINIMUM TRAVEL LIFT HAUL CHARGE IS 25'

☐ **PREPAID** hauling w/ bottom wash, storage and launch in spring \$48 per lin. ft.
☐ Hauling as above – regular billing \$50 per lin. ft.
☐ **PREPAID ONLY** indoor storage LOA \$82 per lin. ft.
☐ Frame & cover boat \$ time & materials
☐ Shrinkwrap (recycle only) rate based on individual boat W/ door \$23-\$34 per lin. ft.
☐ Dingy storage INSIDE – you move Name _____ Reg# _____ \$120
☐ Trailered boats to 23' – eng. winterize, disconnect battery, drain plug, cover & store \$1100
☐ Trailered boats – storage only \$35 per lin. ft.
☐ **PREPAID ONLY** mast on sailboat storage up to 30' \$52 per lin. ft.
☐ **PREPAID ONLY** mast on sailboat storage over 30' \$55 per lin. ft.

Mechanical Winterization

☐ Engine or generator, gas or diesel (fresh water cooling extra if coolant is needed)..... \$255 each
☐ Fresh water house systems and toilets \$ time & materials
☐ Change engine oil & oil filter \$ time & materials
☐ Remove stern drive, change oil, paint & reinstall (zincs & antifouling paint extra \$825

Rigging and Mast Storage

☐ **PREPAID** – unstep mast, store & restep in spring- **MAST HEIGHT** \$28 per lin. ft.
☐ Mast as above – regular billing \$31 per lin. ft.
☐ Disassemble, clean & lube winches \$ time & materials
☐ Remove sails, boom & mast wiring \$ time & materials

☐ Holding tank pumpout at haul \$40
☐ I would like to have other work done over the winter layup.

*** All labor is charged at \$75 - \$120 per hour ***

*** Hazardous waste disposal – see the office ***

TERMS & CONDITIONS FOR WINTER STORAGE: ONLY NON-TOXIC ANTIFREEZE CAN BE USED FOR WINTERIZING. Damar does provide waste oil removal. Please see office. Please **DO NOT** use dumpster.

- Boat hauling must be scheduled at the office. Hauling will be done at yard convenience according to weather and number of boats to be hauled or launched. **BOATS WILL NOT BE LAUNCHED OR HAULED SATURDAYS, SUNDAYS OR HOLIDAYS.** The Yard will, however, attempt to stay close to desired date.
- BOAT LAUNCHING MUST BE SCHEDULED** at the office **at haul time** as to month and week. Since dock space is limited, boats are allowed up to 7 days dockage, after which a charge of \$30/day will be incurred. **No boat will be launched without a \$0 account balance.**
- Responsibility for **DRAIN PLUG REMOVAL & REPLACEMENT** is on boat owners.
- If engines & fresh water system of heads are to be winterized by the Yard, the Yard will not be responsible for damage due to freezing if hauling authorization date is after November 1, 2025. **Holding tanks to be winterized MUST BE EMPTIED BY OWNER** before hauling

or a charge of \$150 to empty holding tank will be incurred.

5. **INSURANCE:** The customer shall have his/her boat adequately insured against loss or damage and shall provide at his/her cost, a policy of public liability insurance. Damar is not responsible for damage or injuries caused by fire, flood, hurricane, theft, wake or any act of God. The customer shall hold Damar harmless in the event of such occurrences. Yard will not be responsible for damage done to **WOOD BOATS** due to soft wood or structural weakness.
INDEMNITY – The customer agrees to indemnify and save harmless Damar against any and all claims arising out of or traceable to the customer or in the customer's boat and/or the failure of the customer to comply with their obligations created by this agreement.
6. **OUTSIDE LABOR** – Outside labor/contractors of any kind are **NOT** permitted to work on any boat in storage **WITHOUT** written permission by Damar. Outside labor/contractors **WILL BE REQUIRED to provide proof of insurance coverage satisfactorily to Damar AND a \$50 fee per day.**
7. **INVOICING PROCEDURES** – Invoices for services rendered by Damar for the customer will be sent to the customer upon completion of service. Invoices will be summarized on a monthly statement. All bills are due and payable within 30 days. A service charge of 1-1/2% per month or 18% annually will be added to past due balances.
8. **DEFAULT** – Any balance which continues beyond 30 days of the statement date shall be considered delinquent. In the event of a delinquent account, the customer hereby grants Damar a lien upon the boat in storage (land or water), its contents and equipment for any and all charges for service and/or storage associated with the boat or any outstanding accounts the customer has with Damar. This lien shall continue in full force and effect whether possession of the boat is retained by Damar or not. The customer agrees that Damar shall have the right to retain any part of or all of the vessel until all outstanding balances have been satisfied, including attorney fees, etc., expended in efforts to collect any and all balances considered past or overdue. The customer agrees that this agreement shall be binding for an contract with Damar whether written or verbal.
9. To minimize the possibility of fire, **NO ELECTRIC CORDS MAY BE LEFT PLUGGED IN DURING WINTER STORAGE AND NO ELECTRIC HEATERS MAY BE USED.**
10. **NO** pressure washing, **NO** spray painting, **NO** open flame paint removing and **NO** sandblasting. **NO** open fires are permitted in the Yard or on the docks at any time.
11. Yard will not be responsible for cradles or trailers stored during the summer season. Winter covers and frame work left in Yard after June 15, 2026 will become property of Damar LTD. All cradles and trailers must be **CLEARLY MARKED** w/ owner's name & boat name.
12. Damar LTD reserves the right to furnish all materials, equipment & labor for repairs, commissioning and improvements ordered done while stored or berthed at the Yard.
13. **Winter storage period ends June 15, 2026.** Boats not launched by June 30, 2026 will be charged ½ the winter storage rate. Trailered boats storage only at \$23/ft for any part thereafter until September 15, 2026.
14. If a boat leaks at spring launch, any pumping or checking by Yard will be charged \$120/hr for labor, \$25 per day for pump rental. If necessary, boat will be hauled at the rate of \$150 plus labor at \$120/hr.
15. **YOUR BOAT MUST BE READY TO RUN AT TIME OF LAUNCH.** All dock lines (6), fenders and bilge pumps must be on board and operative prior to launching in spring.
16. If boat is not ready to launch within one week of date specified and becomes necessary to move, it will be done at owner's expense, \$150 plus labor at \$120/hr.
17. Yard has a brokerage office. **ONLY YARD 'FOR SALE' SIGNS ARE ALLOWED.** If your boat is for sale, please list it with sales office and we will do what we can to help.
18. **MARINA TOOLS** – The customer shall not use Damar tools, equipment or shop facilities at any time.
19. **PLEASE HELP US KEEP THE YARD CLEAN.** Dispose of all trash in large containers provided. Dogs in Yard must be kept on a leash at all times.
20. **OIL SPILLS ON THE GROUND FROM YOUR BOAT – clean up fee \$120 minimum.**
21. Damar LTD reserves the right to charge unpaid balances to the credit card # provided below in the event payment is not received prior to launch.

I HAVE READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS PROVIDED ON BOTH SIDES OF THIS AGREEMENT FOR WINTER STORAGE WITH DAMAR LTD.

Visa/MC# _____ Exp Date _____ Code _____

DATE _____ OWNER'S SIGNATURE _____