

# FAIR HAVEN YACHT WORKS

75 DeNormandie Ave. • Fair Haven, New Jersey

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## CONTRACT FOR WINTER LAND STORAGE

DATE: \_\_\_\_\_

NAME \_\_\_\_\_ E-MAIL \_\_\_\_\_

ADDRESS \_\_\_\_\_ TOWN \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

HOME PHONE \_\_\_\_\_ CELL PHONE \_\_\_\_\_

BOAT LENGTH OVERALL \_\_\_\_\_ BOAT MANUFACTURER \_\_\_\_\_

BOAT NAME \_\_\_\_\_ LOCK COMBO/KEY LOCATION \_\_\_\_\_

NAME OF INSURANCE COMPANY (REQUIRED) \_\_\_\_\_

POLICY NO. (REQUIRED) \_\_\_\_\_ EXPIRATION DATE (REQUIRED) \_\_\_\_\_

• PROOF OF INSURANCE MUST BE ATTACHED.

Requested Haul Week: \_\_\_\_\_ Storage Term: October 15, \_\_\_\_\_ to April 30, \_\_\_\_\_

**\*\* Not Guaranteed \*\***

Storage Charge: \$ \_\_\_\_\_ x \_\_\_\_\_ + \_\_\_\_\_ = Total \$ \_\_\_\_\_  
Rate Overall Length NJ Sales Tax  
Includes haulout, powerwash and spring launch only.

Less Deposit \_\_\_\_\_

**Full payment by October 15th.**

**Balance Due** \_\_\_\_\_

- FHYW WILL NOT BE RESPONSIBLE FOR FREEZING DAMAGE TO ANY BOATS, MOTORS OR EQUIPMENT HAULED UPON OR DURING FREEZING WEATHER.**
- All deposits are non-refundable.
- All boats to be launched by June 1st. After June 1st, all boats on land without launching orders will be charged summer land storage fees retroactive to May 1st. During the launching period, if FHYW is compelled to move any boat obstructing its operations, a charge will be assessed per posted rates.
- Charges accruing under the terms of this agreement shall constitute a valid lien on the vessel stored or moored at Fair Haven Yacht Works and Fair Haven Yacht Works may retain possession of the vessel until any charges are fully paid. In the event that it becomes necessary for Fair Haven Yacht Works to expend any sum of money for collection or for court costs, or attorney's fees, the boat owner shall pay all such costs of collection and court costs including reasonable attorney's fees.
- The foregoing boat shall not be permitted to leave the premises before the payment of all charges for commissioning, slip or mooring rentals, repairs, material, equipment, labor or other work. Fair Haven Yacht Works shall have a lien against such boat for all unpaid charges. Except as herein expressly provided to the contrary, all charges are due on presentation of the billed invoice. Thereafter, a service charge shall be imposed at the rate of 1 1/2 % per month or any portion thereof.

*continued on reverse side*

**BOATS WILL NOT BE HAULED WITHOUT FULL PAYMENT OF WINTER STORAGE OR OTHER OUTSTANDING BALANCES. BOATS WILL NOT BE LAUNCHED UNTIL ALL ACCOUNTS INCLUDING SLIP AND MOORING RENTALS ARE PAID.**

**THIS CONTRACT IS ALSO YOUR INVOICE. PLEASE SIGN, DATE AND RETURN WITH PAYMENT IN FULL.**

DATE \_\_\_\_\_ OWNER'S SIGNATURE \_\_\_\_\_

White - FHYW • Yellow - Customer

6. **Fair Haven Yacht Works is not obligated to carry any insurance covering the foregoing boat or any equipment thereon. Therefore, the boat owner shall, prior to the rental hereof, furnish Fair Haven Yacht Works with a Certificate of Insurance satisfactory in form and substance to Fair Haven Yacht Works evidencing hull and liability insurance coverage on such boat and equipment and non-cancellable except upon at least 30 days prior written notice to Fair Haven Yacht Works. Only approved marine insurance policies are acceptable.**
7. Owners, family and/or friends are not permitted to perform any service nor make any repairs, modifications, or new installations to any mechanical, electrical, fuel or water systems whether above or below the waterline. This includes the changing of oil and filters. Owner may employ Fair Haven Yacht Works or a contractor of choice. However, no outside mechanic or contract labor will be permitted on the marina property without prior arrangement and approval of marina management. Access hours will be restricted. All outside contractors must present a Certificate of Insurance to Fair Haven Yacht Works evidencing general liability and statutory workers compensation in an amount no less than a combined single limit of \$1,500,000. This certificate must be delivered to Fair Haven Yacht Works before work can commence. Owners who employ outside contractors are subject to facility charge up to 15% of the total service invoice for work performed. All contractors must abide by the environmental policies of the marina. Any contractor who violates any marina policy will be removed from the property and denied further access. Owners are responsible for any damages caused to other boats or FHYW Property.
8. Fair Haven Yacht Works is not responsible or liable in any way for inability to complete any work order beyond the return of any deposit. Fair Haven Yacht Works' responsibility for the foregoing boat ceases upon launching and storage at a dock or mooring or upon completion of any work and notice to owner thereof.
9. Masts and engines are removed and installed at the owner's risk. Fair Haven Yacht Works WILL NOT be responsible for wind vanes, turnbuckles, etc.. Masts are to be equipped with a plug type electrical connector. Mast preparation in the Spring, reinstalling spreaders, checking lights, turnbuckles, halyards, etc. IS NOT INCLUDED in your charge for unstepping and restepping. This is the owner's responsibility. If done by Fair Haven Yacht Works, it will be on a time and materials basis.
10. Owner shall be responsible for the conduct of all persons using, visiting, or occupying his boat on Fair Haven Yacht Works premises.
11. Owner shall also be responsible for any loss or damage caused to Fair Haven Yacht Works facilities (including docks) by the action of owner or by any other person who may be operating, repairing, or using the foregoing boat with or without the owners permission, express or implied.
12. Children must be accompanied by adult guardian at all times.
13. Dogs must be on a leash when on the marina property. Owners may be directed to remove their pets from the property if this rule is violated. Owners are responsible for any mess or disturbance created by their pets. Pet waste must be picked up and disposed of in a proper manner.
14. Charcoal, gas, or open flame cooking of any kind are not permitted on the piers or docks, or aboard any boat while stored in the marina area. Candles are not permitted on any boat or any dock at any time.
15. It shall be the responsibility of each owner to ensure that the boat shall be securely tied in their slips in a manner which prevents damage to the piers and other boats. FHYW will put out additional lines, if necessary for safety reasons, and charge accordingly.
16. Boats will be maintained in a condition acceptable to the management. Owners of a boat in a state of disrepair will be given written notice to take corrective action within 15 days or remove the boat from the marina. Slip or mooring rental is forfeited.
17. No discharging of heads in the marina area. Ask management for pumpout. All state and federal regulations must be followed. No pumping of bilges containing oil or fuel in the marina area.
18. Parking permits must be displayed on vehicles. Guests passes may be obtained at the office. Vehicles will not be left on the premises for extended periods of time unless owner is on a cruise and prior arrangements are made with management.
19. No trailers may be left on the parking lot. Any trailer left on the parking lot will be removed to a storage lot at the owner's sole risk and the owner will be responsible for towing and storage fees.
20. Negligent, wanton or reckless operation of a boat in the marina area, intoxication, excessive profanity or acts which embarrasses or interfere with other customers or disregard the safety of others will result in the immediate termination of this contract.
21. Fair Haven Yacht Works shall not be responsible for any loss or damage to the foregoing boat, whether arising from fire, flood, vandalism, theft, windstorm, snow, ice, severe weather or any cause beyond it's control. FHYW reserves the right to make a reasonable charge for services and equipment to provide security for the boat during any event, regardless of whether or not requested by owner. \*Refer to Severe Weather Policy for information.
22. There will be an extra charge for the use of water, electrical and garbage service over and above the normal amount for boats in Winter storage.
23. Fair Haven Yacht Works maintains a limited brokerage office on the premises and any boat that is listed for sale must be listed with our office. No private "FOR SALE" sign will be permitted in the yard: this is in the interest of security and control of boats in storage. Owners must notify our office if their boat is for sale.
24. Space rental does not include covering, bottom scraping, winterizing, battery storage or any other services or materials. Also does not include stepping and unstepping masts, mast storage, canvas and engine storage. Bottom painting will only be done by FHYW.
25. FHYW assumes no responsibility for water and electricity although both will be provided on request and subject to weather conditions or other causes beyond our control. No Boats on land are permitted to use these utilities unless the owner is present.
26. FHYW is not responsible for summer canvas unless stored indoors by FHYW at the request of the owner. Shrinkwrapped boats will have covers placed inside of boat unless otherwise directed. FHYW is NOT RESPONSIBLE for failure of shrinkwrap.
27. Terms and conditions as stated on the decommission work authorization will be considered part of this contract.
28. **A SPARE KEY OR COMBINATION FOR YOUR BOAT MUST BE LEFT WITH THE MARINA OFFICE.**
29. Fair Haven Yacht Works reserves the right to amend or add to these rules and regulations. A copy of the current rules and regulations will be posted on the marina office bulletin board at all times. Violations of these rules or regulations will result in termination of this Contract.
30. **CONTRACT MUST BE SIGNED AND PAID IN FULL BEFORE ANY SERVICES ARE PROVIDED.**
31. These rules and regulations have been adopted for the mutual benefit, safety and enjoyment of our customers. Owners are absolutely responsible to see that their guests and family are familiar with the rules and regulations, and are responsible for their conduct while on the premises. Owners, family members and guests must abide by all regulations contained in "Best Customer Practices".
32. I have read, fully understand and agree to all rates, rules and regulations as contained in this document. Terms and conditions remain in force in the event of payment of fees without execution of contract, loss of contact with owner, or boat abandonment.