

DAMAR LTD.

MIDWAY MARINA

WINTER STORAGE AGREEMENT 2019-2020

Owner's Name _____ Boat Name _____
Street _____ Reg#/Doc# _____
City _____ State _____ zip _____ Hull # _____
Home Phone _____ Bus. / Cell Phone _____ email _____
Length _____ Beam _____ Draft _____ Year _____ Make _____ Key _____ Combo _____
Trailer Make _____ Trailer Reg# _____
Hauling 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 24'

____ **PREPAID** hauling w/bottom wash, storage and launch in spring \$ 33.00 per lin. ft.
____ hauling as above - regular billing \$ 35.00 per lin. ft.
____ **PREPAID ONLY** indoor storage LOA \$ 62.00 per lin. ft.
____ frame and cover boat with owner's cover \$ 2.50 per sq. ft.
____ Shrinkwrap (Recycle only) rate based on individual boat w/door \$ 12.00 - 20.00 ft.
____ dingy storage Inside - you move Name _____ Reg. _____ \$ 100.00
____ trailered boats to 23' -eng. winterize, disconnect battery, drain plug, cover & store \$650.00
____ trailered boats - storage only \$ 20.00 per lin. ft.
____ **PREPAID ONLY** mast on sailboat storage up to 30' \$ 36.00 per lin. ft.
____ **PREPAID ONLY** mast on sailboat storage over 30' \$ 39.00 per lin. ft.

Mechanical Winterization

____ engine or generator, gas or diesel (fresh water cooling extra) \$165.00 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) \$ 480.00 each

Rigging and Mast Storage

____ **PREPAID** - unstep mast, store and restep in spring **MAST HEIGHT** _____ \$ 18.00 per lin. ft.
____ mast as above - Regular billing \$ 19.00 per lin. ft.
____ disassemble, clean and lube winches \$ time & materials
____ remove sails, boom and mast wiring \$ time & materials

ADDITIONAL CHARGES MAY APPLY - SEE ATTACHED NOTICE

____ I would like to have other work done over the winter layup.

*****all labor is charged at \$50.00 - \$85.00 per hour*****

*****hazardous waste disposal @ \$3.00 per gal.*****

Terms and Conditions of Winter Storage

1. **ONLY NON TOXIC ANTIFREEZE CAN BE USED FOR WINTERIZING.** Damar does provide waste oil removal, please see office. Please **DO NOT** use dumpster.
2. 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.
3. **BOAT LAUNCHING MUST BE SCHEDULED** at the office **at haul time** as to month and week. Since dock space is limited, boats are allowed a maximum of 7 days dockage, after which, a charge of \$20. a day will be assessed. **No boat will be launched without a \$0.00 account balance.**
4. Responsibility for **DRAIN PLUG REMOVAL AND REPLACEMENT** is owner's.
5. If engines and 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 Nov. 1. **Holding tanks to be winterized MUST BE EMPTIED BY OWNER** before hauling, otherwise a charge of \$150. to empty the holding tank will be made by the yard.
6. **INSURANCE**-The customer shall have his boat adequately insured against loss or damage and shall provide at his 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.
7. **INDEMNITY**-The customer agrees to indemnity and save harmless Damar against any and all claims arising

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out of or traceable to the customer or the customer's boat and/or the failure of the customer to comply with it's obligations created by this agreement. In the event of loss or damage the customer shall acquire no right of action against Damar to any third party subrogate an insurance company to any claims nor permit suit direction or expense of any such insurance company.

8. **OUTSIDE LABOR**-Outside labor/contractors of any kind are not permitted to work on any boat in storage without the written permission of Damar. Outside labor or contractors will be required to provide proof of insurance coverage satisfactory to Damar and a \$40.00 fee per day.
9. **INVOICING PROCEDURE**-Invoices for services rendered by Damar for the customer will be sent to the customer upon completion. 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 (18% annually) will be added to balances past due.
10. **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 to 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 any contract with Damar whether written or verbal.
11. To minimize possibility of fire, **NO ELECTRIC CORDS MAY BE LEFT PLUGGED IN DURING WINTER STORAGE AND NO ELECTRIC HEATERS MAY BE USED.**
12. **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.
13. 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 will become property of Damar Ltd. All cradles and trailers must be clearly marked with owner's and boat name.
14. Damar Ltd. reserves the right to furnish all materials, equipment and labor for repairs, commissioning & improvements ordered done while stored or berthed at yard.
15. Winter storage period ends June 15. Boats not launched by June 30 will be charged 1/2 the winter storage rate, trailered boats - storage only at \$16.00 per foot for any part thereafter until September 15.
16. If a boat leaks at spring launch, any pumping or checking by yard will be charged at \$85. per hour for labor, \$10. a day for pump rental. If necessary, boat will be hauled at a rate of \$90. plus labor at \$85. per hour.
17. **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 the spring.
18. 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, \$90. plus labor at \$85. per hour.
19. 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.
20. **MARINA TOOLS**-The customer shall not use Damar tools, equipment or shop facilities at any time.
21. **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.
22. **OIL SPILLS ON THE GROUND FROM YOUR BOAT - clean up fee \$85.00 minimum.**
23. Damar Ltd. reserves the right to charge unpaid balances to the Visa/Master Card # provided below in the event payment is not received prior to launch.
24. **CREDIT CARD PROCESSING IN PERSON ONLY.**

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 _____

A NON-REFUNDABLE deposit of \$300. outside and \$500. inside will be included with this agreement to reserve space for my boat. No boat will be hauled for storage until Damar Ltd. has in hand a completed, signed agreement with deposit. Keys or combination must be left with office.

IMPORTANT NOTICE
BE SURE YOUR BOAT IS READY FOR HAULING & LAUNCHING

Additional charges may apply at haul and launch for the following items:

Travel lift hauling of boats less than 24' will be charged at 24' minimum.

No keys

No dock lines or fenders

Dead batteries

Use of workboat for moving boats with engines that do not run or shift or have been winterized in water - we run boats to & from the lift well under their own power.

Bimini top or canvas removal

Radars on mast or standing rigging

Rod rigging

Double head stay

Disconnect or connect electrical wires

Remove or install boom

Pump out holding tanks not done by owner

Shrink wrap must be recycled. A special Shrink wrap dumpster will be provided in the Spring.

NO shrink wrap is to be placed in regular dumpsters!!

In general, any problems that interrupt the normal process of hauling and launching.

Our low \$85.00 / hr. labor rate applies