

Storage Contract # _____ W.O. # _____

☐ Outdoor Storage



SOUTH PORT M•A•R•I•N•E

14 Ocean Street • South Portland, ME • 04106
Phone: 207-799-8191 • Fax: 207-767-5937

☐ Indoor Storage

20 _____ Winter Storage Agreement Duration Is Oct. 15th - April 15th (Storage grace period until June 1st)

Name _____ Power _____ Sail _____ Keel Type _____
Address _____ Fiberglass _____ Wood _____ Aluminum _____ Steel _____
City _____ _____ to 20' _____ 21' - 25' _____ 26' - 29' _____ 30' - 39' _____ 40' - 48' _____ 49' - 55'
State _____ Zip _____ Key Location _____ Combo _____
Home Phone _____ Make _____ Year _____
Work Phone _____ L.O.A. _____ Beam _____ Draft _____ Tonnage _____
Email _____ Boat Reg. / Doc # _____
Boat Name _____ Trailer Registration _____ Year _____

In addition to providing storage, South Port Marine will winterize your vessel and/or perform, at additional cost, any of the work listed below. Please indicate your requests by placing a check next to the categories and itemized entries where applicable.

Please check appropriate options: (NOT INCLUDED IN STORAGE FEE)

____ **Prestige Turn Key Service** (Inspect and repair all systems to like new condition, subject to the vessel's age, usage, and pre-existing cosmetic or mechanical limitations)

- | | |
|---|--|
| 1. Winterize O/B(s) _____ basic _____ deluxe _____ make _____ Hp | 11. Inspections: All Systems _____ Fire Extinguishers _____
Life Raft _____ Coast Guard _____ Standing & Running
Rigging _____ CO2 Monitor _____ |
| 2. Winterize I/O _____ basic _____ deluxe _____ make _____ Cyl | 12. Removal and storage Outboards _____
Electronics/Compass _____
Dinghy/Inflatable/Life Raft _____ (Contract Req'd)
Battery(s) # _____ Wet Cell _____ AGM _____ Lithium _____ |
| 3. Winterize inboard(s) _____ basic _____ deluxe _____ make _____ Hp | 13. Cover boat Shrink Wrap _____ With Door _____
Owner Will Cover _____ |
| 4. Winterize gen set _____ basic _____ deluxe _____ make _____ | 14. Mast(s) _____ unrig _____ unstep mast*
_____ ketch/yawl _____ * >30' must unstep |
| 5. Inspect closed cooling system _____ engine(s) _____ generator _____ | 15. Mast Storage: prep for storage _____
Inside (up to 40') _____ Outside _____ |
| 6. Misc. Mechanical: T-stat replacement _____ Check/replace external anodes/zinc _____
Salt Deposit Engine Treatment (O/B) _____ | 16. Wash, check, and inspect for needed repairs: Sails _____
Canvas _____ |
| 7. Top off fuel tank(s) _____ Gas _____ Diesel _____ | 17. Remove, fold & stow sails: onboard storage _____ @SPM _____ |
| 8. Winterize: Fresh Water System _____ A/C System _____ Raw Water System _____ | |
| 9. Winterize head and holding tank* _____
* Holding tank must be pumped out by customer prior to service. Pump out facility
available at fuel dock (self-service / \$5.00 per use) | |
| 10. Recondition prop(s) _____ # props _____ size _____ x _____ | |

Be advised that in the absence of the timely completion and return of this form, South Port Marine will not be held liable for any damages caused by weather conditions. Any winterizations not scheduled for completion prior to freezing temperatures will not be guaranteed against freeze damage.

Please sign below, understanding that your signature authorizes the work to be done and makes this work order legally binding and subject to all terms, including the Terms and Conditions on the reverse hereof.

Finance charges will be assessed at 1.5% monthly, 18% annually on **ALL BALANCES** over 30 days.

Requested Haul Date (Not Guaranteed) _____

OTHER INSTRUCTIONS _____

Customer Signature _____ Date _____ South Port Marine by its duly auth. agent _____

PLEASE NOTE TERMS AND CONDITIONS ON REVERSE SIDE INCORPORATED INTO THIS AGREEMENT

INDEMNIFICATION AND RELEASE AGREEMENT

WARNING: READ EVERY WORD PRINTED ON THIS PAGE. YOU ARE GIVING UP SUBSTANTIAL RIGHTS BY SIGNING BELOW.

This document is a legally binding contract between the above-named customer ("Customer" or "Customers") and South Port Marine, LLC ("South Port Marine"), for winter storage at 14 Ocean St., South Portland, ME 04106. This contract duration is Oct. 15th thru April 15th, the terms and conditions of which shall continue from day to day until Customer's vessel is removed from South Port Marine's facility, and Customer agrees to pay in full before removing the boat from the premises. Summer/daily storage rates will apply after contract period ends.

Conditions:

South Port Marine does not carry insurance on any of its Customers' boats, vehicles, trailers, motors, tenders, or any other property (collectively, the "Customer Property" or "Boat(s)") stored with South Port Marine or located on South Port Marine's property. South Port Marine is not responsible for any loss, theft, damage, fire, or destruction of any kind to any Customer Property. Customers are solely responsible for themselves, their guests, and any and all damages to Boats (and/or other Customer Property), in or out of the water, or on South Port Marine property, as more fully provided below. Any Boat or Equipment owner that does not hold a valid signed contract will be assessed a daily storage rate of \$1.50 / foot / day. Contracts will only be renewed to accounts in good standing or with approved payment arrangements.

The Customer's right to use the space contracted under this agreement is conditioned on timely payments of the money due under this agreement, due in full upon haulout. South Port Marine has the right to cancel this contract and remove the Boat from the marina property in the event that full payment is not received within fifteen (15) days of the due date. The Customer hereby agrees that South Port Marine is entitled to all privileges and remedies, including collection procedures, and reimbursement of all attorney and/or legal fees allowable under Chapter 212-A of the Maine Marine and Boatyard Act of 1993 and the Commercial Instruments and Maritime Lien Act, 46 U.S.C. §31301, et seq., as each may apply. Customer further agrees that South Port Marine shall be entitled to an automatic maritime lien against the Customer's Boat(s) for any and all unpaid sums due to the marina for services rendered, and Customer acknowledges he / she is also personally liable for such unpaid sums. (*All Prepaid services are nontransferable unless Boat is sold by The Yacht Connection).

The use by Customer of electrical extension cords and / or appliances is at the sole risk of the Customer. No space heaters, light bulbs or other appliances shall be allowed without the prior written permission of South Port Marine. Customer further recognizes that South Port Marine does not provide any security protection, and assumes no liability or responsibility for the safety of the Customer, the Customer's Boat(s) or Property during the course of this Agreement.

Release of Liability and Hold Harmless:

The Customer is aware that the consideration paid to South Port Marine for the storage of his / her vessel is disproportionately small in comparison to the value of the Boat and equipment involved, and the Customer is aware of the various types of risks that are involved and associated with the storage of his / her Boat on South Port Marine's premises. Therefore, it is agreed that the Boat and all other property of the Customer, his / her employees, servants, agents, and guests, which might be located upon or brought on to South Port Marine's premises, during the term of this contract and any extensions thereof, is and remains at the sole risk of the Customer and his / her servants, agents, and guests at South Port Marine. South Port Marine, and its agents, servants, and employees, will not be liable for any loss or damage to Customer's Boat, any related property, and personal injury and death to Customer and his / her guests or invitees, under any circumstances, including, but not limited to, damage that is the result of fire, theft, wind, falling vessels or equipment, tripping hazards, electrocution, vandalism, ice or water damage. The Customer further agrees and does hereby, on behalf of him / herself, his / her heirs and executors, employees, servants, agents and guests, during the term of this contract or any extensions thereof, release, remise and forever discharge South Port Marine, its agents, servants and employees from any liability for loss or damage to the Boat and Customer, his employees, servants, agents and guests under any circumstances. The Customer further agrees on behalf of himself, his employees, servants, agents and guests to assume the sole risk of any such loss or damage to Boat(s) and property, including property belonging to third parties that has been damaged by Customer's Boat or equipment, and personal injuries and death to Customer and / or his / her guests or invitees. Customer further releases South Port Marine from any liability as a warehouseman, liveryman, bailee or landlord, it being agreed that no such relationships exist between the parties hereto, and South Port Marine merely grants a license to Customer to store his / her Boat subject to the terms and conditions of this Storage Contract.

Customer specifically agrees that he / she has procured adequate hull and protection and indemnity insurance coverage for his / her Boat while being stored at South Port Marine, and that such insurance shall be the sole source of recovery for Boat, its equipment, and any personal injury or death of Customer in the case of injury or damage to Boat Owner, his family members, agents, servants, employees or guests, or to Boat Owner's vessel, including, but not limited to, damage by fire, theft, wind, fallen vessels or equipment, tripping hazards, electrocution, vandalism, ice or water. Customer specifically waives any rights of subrogation by his / her insurer against South Port Marine for any injury or damage to Boat Owner, his family members, agents, servants, employees or guests, or to Boat Owner's vessel, including, but not limited to damage by fire, theft, wind, fallen vessels or equipment, tripping hazards, electrocution, vandalism, ice or water, during the term of this Storage Contract and any extensions thereof. Acadia Ins. Co. v. Buck Constr. Co., 756 A.2d 515 (ME 2000).

Indemnification of South Port Marine, LLC:

Notwithstanding the foregoing Release of Liability and Hold Harmless provision, in the event that a claim or cause of action for damages, personal injury, or death is made against South Port Marine by Customer or any third party related to the storage of Customer's boat at South Port Marine, Customer AGREES TO FULLY INDEMNIFY South Port Marine for its attorneys' fees and costs of defense against such claims and any liabilities related to or resulting from such claims or causes of action.

Vessels awaiting haulout:

South Port Marine shall in no event responsible for the safety of any Boat docked in the marina while awaiting haulout, nor shall it be liable for any theft, vandalism, or damage to said Boat, its equipment, or any property in or on said Boat, or injury or death to persons however caused. It is the Boat Owner's responsibility to make sure his / her Boat is properly secured and protected while awaiting haulout, regardless of the scheduled date. Notwithstanding the foregoing, South Port Marine reserves the right, in the event of a severe storm or hurricane, to provide preparation and damage control service as may be available and based upon prudent safety measures. In no event, however, shall South Port Marine be expected to put its employees or contractors at risk to provide such services. The cost of said emergency services shall be prorated over all Boats docked at the marina. South Port Marine also reserves the right to secure lines or replace them as required in the event of chafing or general wear to protect the marina's or other's property. Charges of such shall be passed along to the Customer on a time and material basis.

Work on Boats performed by Customer:

Customers doing their own work are required to keep the area around their Boat clean and agree to not to produce any hazardous waste. Hazardous waste disposal costs will be charged to the Customer if any is created. If the Customer fails to comply with this requirement, South Port Marine will, at the Boat Owner's expense and without further prior approval, clean the area. The Customer agrees not to move, adjust or tie-down lines to jack stands. Customer agrees to deliver his / her Boat with all equipment manuals and other useful and other information that may be pertinent to storage. Customers may perform light maintenance or cleaning on the topsides and interiors of their vessels while on marina property. However, any work that poses an environmental risk is strictly prohibited. This includes, but is not limited to, bottom painting, sanding, scraping, oil changes, or any other work that may release debris, dust, or fluids into the environment. All such services must be performed by marina staff or approved contractors coordinated through the marina office.

No transfer of ownership of a Boat Owner's Boat may occur during the terms of this Agreement (and any extensions) without the expressed written permission of South Port Marine. This Agreement is between the signing vessel owner and South Port Marine and will not transfer via a "Bill of Sale" without South Port Marine's permission, as well as a newly executed storage contract/agreement. Persons signing this contract are and shall continue to be responsible for any and all daily storage charges outside of the contract date range, as stated above, without such prior approval.

NOTE:

Please provide a copy of the current boat insurance policy for our records.

Be advised that we do not allow liveboards on vessels stored out of the water. Daily storage will accrue after June 1 for boats still in yard or Building.

South Port Marine does not allow the use of outside contractors unless special arrangements are made in the office.

This Agreement is for dry land storage only. Vessels left in the marina prior to haulout, and not requiring South Port Marine winterization services, will be charged transient daily dockage. All dockage arrangements are made through the Dockmaster office.

Customer's Signature: _____ Date: _____