

Storage Contract # _____

W.O. # _____



SOUTH PORT

M•A•R•I•N•E

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

Outdoor Storage

Indoor Storage

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

Name _____ Power _____ Sail _____ Keel Type _____
 Address _____ to 20' ___ 21' - 25' ___ 26' - 29' ___ 30' - 39' ___ 40' - 48' ___ 49' - 55'
 City _____ Stands # _____ @\$ _____ each _____
 State _____ Zip _____ Key Location _____ combo _____
 Home Phone _____ Make _____
 Work Phone _____ L.O.A. _____ Beam _____ Year _____
 Email _____ Draft _____ Tonnage _____
 Boat Name _____ Boat Reg. / Doc # _____
 Fiberglass _____ Wood _____ Aluminum _____ Steel _____ 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. 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 check appropriate options: (NOT INCLUDED IN STORAGE FEE) _____ Prestige* (Turn Key Service)

1. Winterize O/B(s) ___ standard ___ deluxe _____ make _____ Hp
2. Winterize I/O ___ standard ___ deluxe _____ make _____ Cyl
3. Winterize inboard(s) ___ standard ___ deluxe _____ make _____ Hp
4. Winterize gen set ___ standard ___ deluxe _____ make
5. Flush/change closed cooling system ___ engine(s) ___ generator
6. Cover boat ___ shrink wrap ___ with door ___ frame only
7. Mast(s) ___ unrig ___ unstep mast ___ ketch/yawl
8. Mast Storage ___ prep for storage ___ inside(up to 40') ___ outside
9. Recondition prop(s) ___ # props size ___ x ___
10. Wash, check, and inspect for needed repairs ___ sails ___ canvas
11. Inspections ___ all systems ___ fire extinguisher ___ life raft
 ___ Coast Guard ___ standing & running rigging
12. Winterize fresh water system
13. Winterize A/C system
14. Winterize head and holding tank
 * Holding tank must be pumped out by customer prior to service.
15. Top off fuel tank(s) ___ gas ___ diesel
16. Remove, fold & stow sails ___ onboard storage ___ @SPM
17. Removal and storage ___ outboards
 ___ electronics/compass ___ dinghy/inflatable/life raft
 ___ battery(s)# ___ type _____
18. Misc. Mechanical
 ___ T-Stat replacement ___ Zinc replacement
 ___ Driveshaft Bushing Service
 Standard Oil Synthetic Oil
19. Winter Dust Cover

* Pumpout facility available at fuel dock (self service / \$5.00 per use)

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 _____

OTHER INSTRUCTIONS _____

Boat Owner 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

This document is a legally binding contract between the above-named boat owner ("Boat Owner") 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, and Boat Owner 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. Boat Owners 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 Boat Owner'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 Boat Owner 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. Boat Owner further agrees that South Port Marine shall be entitled to an automatic maritime lien against the Boat Owner's Boat(s) for any and all unpaid sums due to the marina for services rendered, and Boat Owner 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 Boat Owner of electrical extension cords and / or appliances is at the sole risk of the Boat Owner. No space heaters, light bulbs or other appliances shall be allowed without the prior written permission of South Port Marine. Boat Owner further recognizes that South Port Marine does not provide any security protection, and assumes no liability or responsibility for the safety of the Boat Owner, the Boat Owner's Boat(s) or Property during the course of this Agreement.

Release of Liability:

The Boat Owner 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 Boat Owner 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 Boat Owner, 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 Boat Owner 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 Boat Owner's Boat, any related property, and personal injury and death to Boat Owner 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 Boat Owner 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 Boat Owner, his employees, servants, agents and guests under any circumstances. The Boat Owner 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 Boat Owner's Boat or equipment, and personal injuries and death to Boat Owner and / or his / her guests or invitees. Boat Owner 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 Boat Owner to store his / her Boat subject to the terms and conditions of this Storage Contract.

Boat Owner Initials: _____ Date: _____

Boat Owner 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 Boat Owner 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. Boat Owner 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).

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 Boat Owner on a time and material basis.

Work on Boats performed by Boat Owner:

Boat Owners doing their own work are required to keep the area around their Boat clean and agree to deposit all hazardous waste in the designated areas. Hazardous waste disposal costs will be charged to the Boat Owner. If the Boat Owner 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 Boat Owner agrees not to move, adjust or tie-down lines to jack stands. Boat Owner agrees to deliver his / her Boat with all equipment manuals and other useful and other information that may be pertinent to storage. Boat Owners are not allowed to scrape bottom paint in any fashion and are required to use dust collection systems for any bottom paint sanding. Sanding equipment is available for rental in the service dept. Any loose scraped bottom paint is to be collected on plastic and disposed of properly. Please keep the area around your vessel tidy!

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.

Boat Owner Signature: _____ Date: _____