



2019-2020
WINTER STORAGE CONTRACT

Portland Riverside Marina

(860) 342-1911

37 Riverview Street, Portland, CT 06480

Name: () Mr. () Ms. () Mr. & Mrs. _____

Home/Cell Phone: _____ Business Phone: _____ Email: _____

Street: _____ City: _____ State: _____ Zip: _____

Boat Name: _____ Year: _____ Power () Sail ()

Make: _____ Length: _____ Beam: _____ Draft: _____ Reg. No.: _____

No. of Engines: _____ Year: _____ Make: _____ HP _____

Cu. Inch: _____ Gas () Diesel () Raw Water Cooled () Closed System Cooling ()

Liability insurance carrier: _____ Policy number: _____

Trailer Make: _____ Length: _____ Marker number: _____

DO NOT move the boat stands supporting your boat or tie boat covers to them. Check in the office for assistance. One set of keys for the lock on your boat must be left at the marina office. We will not launch a boat that is locked. If you use a combination lock, please write the combination here: () - () - () - () Note the Connecticut DEEP restrictions on the collection and disposal of bottom and superstructure paint. Read these and other DEEP regulations on page 4 of this winter storage contract.

STORAGE

(Haul, power wash bottom, store, launch. Power washing does not include scraping excess growth or barnacles. Removal at hourly rate prevails)

Dinghy storage \$125.00
Dingy Storage on trailer \$175.00
Dingy name or reg number. _____

Table with columns: Length, Total. Rows include Inside (\$42.00/ft.) LOA*, Outside up to 27 ft. LOA* \$27.00, Outside 28 ft to 38 ft LOA* \$28.00, Outside 39 ft. to 48 ft. LOA* \$34.00, Boats 49 Feet or more Ask for quote, Boats on trailer up to 25 ft. outside storage only \$20.00 ft., Mast: un-step/store/step \$22.00 per foot

PERSONNEL

Carpenter, mechanic, painter or yard labor \$100.00/hour

EQUIPMENT

(One hour minimum)
Workboat \$100.00/hour
Crane \$100.00/hour plus hourly labor rate
Shrink wrap Ask for quote. You cannot shrink wrap your own boat

*LOA (length overall) includes pulpits, swim platforms, outdrives, etc. If more than five stands are needed, each additional stand is \$10.00.

Due to insurance restrictions, we will not haul your boat without a signed storage contract. A current copy of your insurance and registration/documentation must be submitted with this contract. Fueling on land or at the docks is prohibited. Absolutely no exceptions.

Storage space is limited. Please complete and return this form by September 30, 2019 to assure your space. I have read the Other Contract Terms attached to this form and agree to abide by all the terms, conditions and rules of Portland Riverside Marina.

Arrival date: _____ (Call us a week in advance) Expected launch date: _____

SIGNATURE: _____ (A \$200.00 deposit must accompany this reservation. I have read this contract in its entirety and agree to abide by all the terms, conditions and rules of Portland Riverside Marina, LLC

OTHER CONTRACT TERMS

"We" "our" and "us" means Portland Riverside Marina, LLC. "You and "your" means the owner of any boat stored at Portland Riverside Marina, LLC or his authorized representative.

1. CONTRACT TERM: The term of this contract is from October 1 to June 15. If your boat is not launched by June 15, you will pay a fee of \$250 plus tax per month unless you make other arrangements with our office. Summer storage means the time between launching and October 15. You are allowed five days free dockage from the time of launching. After that, you will be charged the daily rate of \$2.00 per foot. Unless you make arrangements in advance, we will haul your boat at discretion anytime after October 15.

2. PAYMENT OF FEES: You must give our office this contract, dated and signed by you, together with the \$200 deposit to guarantee a place to store your boat. The balance is due when you receive the bill after your boat is hauled. All bills are due and payable when you receive them. You must pay for storage and all work performed **in full** before the boat will be launched. We will add a service charge of 1.5% per month (18% per year) to any balance thirty days past due from the date we mail the bill to you. **We will make no exceptions.** We require five banking days prior launching for any outstanding balance paid by check. We will accept only bank checks or cash within five days of your launch date.

3. BOATS LEFT AFTER TERM: If you leave your boat with us for storage after the term of this Contract without signing a new Contract, you agree to pay a rental at the applicable summer storage monthly rate until you sign a new Contract or remove your boat from the marina. Summer outside storage on land is available at a flat rate of \$250 plus tax per month and summer inside storage is available at a rate of \$350 plus tax per month. If any boat is stored at the marina for more than one year without signing a new contract, we will consider the boat as abandoned property. If this happens, we will send you a written notice to the address on the last contract and may remove your boat and dispose of it as we see fit under Connecticut law.

4. LIABILITY: You agree to insure your boat with complete marine coverage including liability and to provide the name of your insurance carrier and the policy number to us. We will not be liable for personal injury, loss of life, property loss or property damage to your boat, motor, accessories or the contents of the boat. We will not be liable for the ordinary negligence of our employees or agents. You, for yourself, family, invitees, employees, agents, heirs, assigns and subrogees hereby release and agree to hold us and all of our employees and agents harmless for any and all liability for personal injury, loss of life and property damage: (1) arising out of our ordinary negligence or that of our employees and agents in connection with the marina property or the use of storage space, (2) in connection with your boat, motor and accessories while they are on the marina property or while they are being moved, hauled or launched, or while in the water moored at our docks or bulkheads; (3) for loss or damage to your boat, motor and accessories and contents due to fire, theft, vandalism, marina or equipment failure, windstorm, rain, hurricane or other casualty loss. This indemnification by you includes all costs, expenses and reasonable attorney's fees that we incur in the defense of any action based on anything contained in this paragraph, including any action brought by you, your family, invitees, agents heirs, assigns or subrogees. Your insurance policy protects you and your boat against various risks. If a claim is necessary, it should be made to your insurance company. The insurance carried by us is to protect the marina, its personnel and its assets against loss, and is not a substitute for insurance coverage carried by you.

5. ACTS OF GOD: If there is ice, storm or any other acts of God, we will try, if practicable and possible, to provide preparation and damage prevention service. You, however, are still solely responsible to take all emergency measures possible, and we do not assume any responsibility for the protection of/or damages to your boat.

6. OUTSIDE CONTRACTORS: We will not permit any "outside" contractors or service organizations to do any work on boats in the marina without our consent. Any outside contractor must give us a standard certificate of Workman's Compensation and liability insurance coverage issued by their insurance carrier, not a substitute form created by the contractor. Outside contractors must check in at our office during normal business hours.

7. BERTHING: A boat immediately comes under the jurisdiction of the marina when it enters the marina and may be berthed only where ordered. We have the right to move your boat at our discretion. You must secure your boat in its berth in a manner acceptable to us. If not, we will adequately secure the boat and charge you for the materials and labor..

8. TRANSFERS: You agree that you will not sell, transfer, assign or permit the use of assigned space by others without our written consent. You agree to notify us promptly in writing of any change of ownership of the boat. If you sell or charter your boat or cancel this contract, all your rights to berth are forfeited, including any rental you may have paid.

10. DEFAULT: If you break any of the rules of the marina or any provision of this Contract, we have the right to cancel this Contract upon ten days notice. If we cancel, you will, on our request, remove your boat immediately. You agree to pay all costs and expenses, including attorney's fees, that we may incur in any action to enforce any obligations you owe under this contract, including any costs of sale.

11. KEYS: A key to the inside of your boat must be left in the office for the entire time your boat is in winter storage. We will not launch your boat unless we can access the interior spaces to check for water.

12. DINGHYS/TENDERS/INFLATABLES: Do not leave your dinghy in the water at haul out. If we have to haul your dinghy out of the water, you will be charged at the current rate.

13. CONDITION OF BOATS: Your boat must be in a seaworthy condition and it must not constitute a fire hazard or it will be removed from the marina at your expense. At time of launching, your boat must be unlocked. We will not be responsible for boats sunk at dockside due to your negligence or faulty equipment.

14. LIENS: We reserve the right to place a lien on your boat to secure payment of storage fees and charges for gasoline, marina hardware, accessories, repairs and other services or materials rendered or supplied to you in accordance with the provisions of the Connecticut General Statutes. We will have the right to exercise all of our rights under these Statutes, including but not limited to those set forth in Section 49-55 at.seq. of the Statutes. In addition, we will have statutory state and federal maritime liens on the boat, motor and attached equipment to secure any and all services and materials we supply to you during the term of this Contract. You agree to reimburse us for reasonable attorney's fees and costs relating to any lien, suit or any other collection efforts by us against you to collect any amounts you owe us under this Contract, including any costs of sale.

15. EMERGENCIES: You will give us duplicates of all keys required to access and operate your boat. In case of an emergency, you give us permission to move your unattended boat to a safer location if possible, provided that we will not be required to provide for this service. If we provide such service, we will bill you for the services rendered at our prevailing rates. You will be required to pay all costs incurred by us on your behalf. You agree to indemnify and hold us harmless from any and all liability, injury, loss or damage caused by or resulting to your boat due to an emergency situation.

16. DELAYS: You agree that we are **not liable** for any loss caused by any delay in launching, storing transporting or commissioning caused by weather or any other event beyond our control. We are currently open for business seven days a week, but we have to set business hours at our discretion with regard seasonal changes, daylight hours and existing weather conditions. We will be closed on Christmas, New Years Day, Easter and Thanksgiving Day. We will not be liable for any acts beyond our control including any failure of our marina equipment that makes it difficult or impossible for you to use your boat.

17. MOORING LINES: Before launching, you must furnish your own mooring lines and fenders of sufficient strength and size to assure the safety of your boat and to avoid damage to adjoining boats. Place dock lines and adequately sized fenders on the deck of your boat where they are easily accessible to the launching crew. If we have to furnish lines or fenders for safety reasons or to avoid damage, we will furnish them and you agree to pay the reasonable retail price for such items.

18. LAUNCH DATE: Boats are stored according to launch date. Owners will be billed for the cost of moving their boat if they are not ready at their launch date, unless we receive prior notification from you.

19. INSIDE STORAGE WORK: The yard may require that certain jobs for boats using inside storage be performed by yard personnel. Check at the marina office before starting any work.

20. MARINE TOILETS: All vessels with an installed toilet (MSD) are required to have a U.S. Coast Guard approved holding tank attached to the toilet. It is illegal to discharge untreated waste in any body of water in Connecticut including all of Long Island Sound. **Do not empty your holding tank into the Connecticut River.** All holding tanks must be empty prior to hauling. A charge of \$60 will apply to all holding tanks pumped out on land.

21. GARBOARD DRAIN PLUGS: The removal of drain plugs after hauling for winter storage and the replacement of drain plugs prior to launch in the spring is your sole responsibility. Likewise, the removal and replacement of drain plugs in marine generators is your sole responsibility.

22. ANTIFREEZE: Green automotive type Ethylene glycol antifreeze is prohibited for winterizing marine engines at this marina. Use only approved pink propylene glycol antifreeze. Dispose of excess/used antifreeze in the containers provided by the marina.

23. ELECTRICITY: You may use electricity during winter storage while working on your boat but when your boat is unattended, all electric cords must be disconnected. The use of electric, gas or space heaters is prohibited. Yard personnel will disconnect all electric lines found connected when you are not working on your boat. Portland Riverside is not liable for any damage resulting from loss of electrical power.

24. SPRAY PAINTING, SAND BLASTING AND FIBERGLASS GRINDING: You may engage in these activities only after obtaining our permission. We will determine whether or not the painting, sand blasting or grinding can be done in the marina and if so, that you comply with all DEEP regulations. You are solely responsible for any airborne particles. Dustless sanders must be used.

25. REQUESTS FOR SERVICE: If you require our assistance during winter storage, make that request at the marina office. Yard personnel will not accept requests for service or assistance directly from you.

26. MOTOR OIL, TRANSMISSION FLUID AND OTHER LUBRICANTS: If you change engine oil or transmission fluid as part of winterizing your engine(s), dispose of the used oil only in the container provided by the marina. This container is located near the marina's shop. Do not mix other waste materials with drain oil since this contamination prevents the marina from disposing of it properly. Other containers are provided for used transmission fluid.

27. OTHER RULES: The following rules shall apply to your and your guests: (a) We will not winterize inoperable engines. (b) Sailboat owners are asked to lubricate and free up all turnbuckles and check rigging before stepping or unstepping their mast. Our hourly rate will be charged if we provide this service to you. (c) No "For Sale" signs are allowed on boats berthed or stored in the marina. We require that you list any boat for sale with our office. We will charge standard brokerage rates. (d) Living aboard boats that are stored for the winter is strictly prohibited.

28. MAST SAFETY: Do not allow anyone to climb or be hauled up your sailboat mast while your boat is stored on land on marina property. The marina's insurance carrier absolutely prohibits this activity. The marina has equipment to unstep your mast for maintenance if needed. There are no exceptions to this policy. For the safety of your boat and others, all sails and gear must be removed prior to hauling.

Connecticut DEEP regulations that are part of this contract

Sanding, scraping and pressure washing

The Connecticut Department of Energy and Environmental Protection (DEEP) is actively enforcing provisions of its “Clean Marina” program concerning the disposal of materials resulting from sanding or scraping topside paint, varnish and bottom paint from your boat.

1. Pressure washing can only be performed by yard personnel in the containment area where waste water, bottom paint and marine growth will be captured and properly disposed of. Pressure washing the bottom of your boat with your own equipment is strictly prohibited.
2. All material that you sand or scrape from your boat, in a shed or outdoors, must be either captured by a vacuum fitting on your sander or by tarps positioned under your boat. Waste material is then to be deposited in one of the yard’s dumpsters. No waste material of any kind should be left on the ground.
3. Portland Riverside is subject to inspection by the DEEP concerning the disposal of waste materials. The penalty for non-compliance can be as much as \$20,000. Yard personnel will strictly enforce these sanding and scraping procedures.

Single Stream Recycling

The following refuse materials *must* be placed in the Dumpster marked for recycle.

Magazines	Junk Mail	Office Paper
Phone Books	Paper Bags	Newspapers
Plastics (Marked # 1 through 7)	Cardboard (flattened)	Aluminum (cans, foil, pans)
Paperboard	Metal cans & containers	Glass Bottles and Jars

Dumpsters with a blue lid are for recyclable material

Dumpsters with a black lid are for garbage

Shrink Wrap

Shrink Wrap material *must* be placed in the dumpsters marked “SHRINK WRAP.”
Do not place discarded shrink wrap in the recycle or unmarked Dumpsters.