



2007-2008 WINTER STORAGE CONTRACT

Portland Riverside Marina

37 Riverview Street, Portland, CT 06480

(860) 342-1911

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

Home 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: _____

Under no circumstances tie boat covers to the poppets supporting your boat.

**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: () - () - () - ()**

In the spring, please pick up discarded material from around your boat and place the refuse in one of the dumpsters. We will charge \$100 to clean up after you.

STORAGE

(Haul, wash bottom, store and launch)

\$5.00/ft. additional to acid wash unpainted boat bottoms

Length Total

Inside (\$38.00/ft.) LOA* _____ \$ _____

Outside (\$25.00/ft.) LOA* _____ \$ _____

Boats 40 Feet or more Ask for quote

Mast: un-step/store/step
(\$11.00 per foot) _____ \$ _____

Dingy Storage: \$100.00 Name or Reg. No. _____
(No charge if you store your dingy on or directly under your boat)

HAULING & LAUNCHING

Short term (in sling) \$ 5.50/foot
Side Track (on poppets) \$ 8.50/foot
Haul and load boat on trailer \$100.00 minimum plus
hourly rate

PERSONNEL

Carpenter, mechanic,
painter or yard labor \$75.00/hour

EQUIPMENT

(One hour minimum)

Workboat \$100.00/hour
Crane \$100.00/hour plus hourly
labor rate
Shrink wrap Ask for quote

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

Storage space is limited. Please complete and return this form by September 30, 2007 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.

Desired haul-out date: _____ Expected launch date: _____

SIGNATURE: _____ (A \$200.00 deposit must accompany this reservation)
(No boat will be hauled without a signed contract)

Website: www.portlandriversidemarina.com – Email: portlandriversidemarina@comcast.net

Boat logo, form and contract © 2007 Portland Riverside Marina, LLC

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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 \$1.50 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.

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. You should store any tenders or inflatables on board or, if that isn't possible, store them off the marina property.

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.

9. 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 loosen 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 brokerage department. We will charge standard brokerage rates.

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. 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 et 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.

12. 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.

13. 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.

14. 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.

15. 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. 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.

16. 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.

17. INSIDE STORAGE WORK: The yard may require that certain jobs for boats using inside storage be performed by yard personnel.

18. 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. Before leaving your boat at the marina for winter storage, have your holding tank emptied at an approved pump out station. **You cannot empty your holding tank at our marina.**

19. 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.

20. 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.

21. 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 portable electric heaters when your boat is unattended is prohibited. Yard personnel will disconnect all electric lines found connected when you are not working on your boat.

22. 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, what precautions you must take to minimize air, ground and water pollution.

23. 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.

24. 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.