

Mystic Shipyard East

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• Website: mysticshipyard.com • E-Mail: info@mysticshipyard.com

2021-2022 WINTER STORAGE AGREEMENT

Boat Name: _____ Owners Name: _____
LOA: _____ Address: _____
Beam: _____ City: _____
Draft: _____ State: _____
Manufacturer: _____ Zip: _____
Year Built: _____ Home Phone: _____
Sail or Power: _____ Business Phone: _____
Combination: _____ Cell: _____
Key Location: _____ Fax: _____
Boat Location: _____ E Mail: _____

Haul Date: _____ Launch Date: _____ Slip # _____

Winter Storage Contract Period Nov 1st thru May 31st

Is your boat listed for sale with Springline Yacht Sales? Yes _____ No _____
Is your boat listed for sale with R.B. Rodgers Yacht Sales? Yes _____ No _____
Is your boat listed for sale with another broker? Yes _____ No _____

Outside Storage	(LOA) _____	x \$ 44.00	_____
Battery Storage (Group 24 and 27 only) # of Bat.	_____	x \$ 35.00	_____
Poppit Charge	# of Poppits _____	x \$ 35.00	_____
Dinghy Outboard Storage		\$150.00	_____
Life Raft Storage		\$150.00	_____
Trailer Storage		\$500.00	_____
Dinghy Storage		\$400.00	_____

Total Storage Charges _____
Less 50% Deposit Enclosed By September 1, 2021 (Mandatory) _____
Balance of storage due will be invoiced upon haul out _____

** All dinghies must be removed by 11/01/21. If not, a fee of \$400.00 will be charged.

Vessels left on land in the spring will be liable for storage charges and moving fees beginning June 1st.
A current Insurance Certificate must be on file with the Mystic Shipyard prior to boat being launched.

IMPORTANT NOTICE!!!

Owners are requested to remove all items of value from their vessels prior to hauling. Mystic Shipyard cannot provide storage services nor security for valuables, i.e., instruments, electronics, sails, barometers, clocks, etc. The Mystic Shipyard will attempt to remove all hull drain plugs, but it is the vessel owner's responsibility to ensure that all plugs are removed after haulout. It is also the vessel owner's responsibility to check the heads prior to hauling and pump out if necessary. The Mystic Shipyard will not check the heads unless pumpout service is requested on checklist.

PLEASE ADVISE REGARDING CHARGING BATTERIES ON BOARD!!!! SEE CHECKLIST

***** REMINDERS *****

DO NOT REMOVE DOCK LINES OR STEERING WHEEL!!! SHORE POWER CORDS MUST BE LEFT ON BOARD!

DO NOT SECURE COVER TO POPPITS!!! DO NOT SECURE LADDER TO POPPITS DUE TO BOAT MOVES!!!

DO NOT MOVE OR LOOSEN POPPITS !!! Owners will be billed for any necessary resecuring of cover.

TERMS

Launching Dates: Due consideration and preference will be given to Owners who have made Fall requests indicating desired launch dates and specific work to be scheduled. Late requests for change in launch date necessitating the unplanned moving of other vessels will be charged at prevailing labor rates. It is the Owner's responsibility to provide the Mystic Shipyard ("Yard") with the correct combination or key location. Failure to do so may result in lock being cut in order to launch vessel. **VESSELS NOT TO BE DOCKED OR MOORED AT MYSTIC SHIPYARD MUST BE PICKED UP WITHIN 7 DAYS OF LAUNCH DATE OR TRANSIENT RATES WILL PREVAIL.**

Work on Vessels: Owners may work on their vessel (outside of sheds), but are fully liable for damage to other vessels, to Yard property, and the environment. No overnight plug in during storage period on land or unattended plug in. No heaters will be permitted on boat while unattended or overnight. **Only Mystic Shipyard Personnel or approved contractors will be allowed to work on vessels stored.** *The Yard reserves the right to prevent or stop any work being performed or equipment being used by a vessel owner or outside contractor that is hazardous or disruptive to other Tenants. All outside contractors must be Yard approved, insured and work through the Yard.*

Insurance Certificate: A current Insurance Certificate is required prior to boat being hauled. Mystic Shipyard, LLC and Mystic Cove Yacht Club must be named as Additional Insured.

Outside Contractors: Outside contractors may not undertake any work on vessels in the Shipyard without the prior approval of the Shipyard. The contractor must provide evidence of liability insurance equal to \$1,000,000 and adequate worker's compensation and/or disability coverage. The Shipyard reserves the right to stop any contractor from work that is harmful to the environment or disruptive to other Tenants.

Responsibility: The granting of any storage space, launching service, mooring, slip or dock space, tie-up privilege, towing, hauling, or moving, afloat or ashore, or any service whatsoever granted by the Yard shall be accepted with the distinct understanding, and the Owner hereby agrees, that neither the Yard nor any of its directors, officers, shareholders, employees, or agents assume any responsibility whatsoever for the safety of any vessel at the Shipyard, either ashore or moored in the vessel basin or adjoining waters or during launching, hauling or lifting operations, and none of them shall be liable to the Owner or any person claiming by, through, or under him for fire, theft, or any damage whatsoever to any such vessel, its equipment, or any property or the person of the Owner, his family, employees, guests, or invitees however caused.

The Owner agrees that neither he, nor his family, employees, agents, guests or invitees will use staging ladders or other equipment which is the property of the Yard. The Owner hereby releases the Yard and its agents, directors, officers, shareholders and employees from any and all claims actions, judgements, costs and expenses which the Owner at any time may have for damage to the property of and/or injuries to the owner, his family, employees, agents, guests or invitees. In addition, the owner agrees to indemnify and hold harmless the Yard and its agents, directors, officers, shareholders and employees against any and all liability, loss, damages, claims, suits, judgements, costs and expenses, including attorneys fees, resulting from and arising out of property damage and/or personal injuries caused by the Owner, his family, employees, agents, guests or invitees.

The Owner agrees that any granting of storage space and launching service shall constitute a rental of space only. No bailment of any kind is intended or created either expressed or implied. The Owner further agrees that all risk or loss, damage or destruction of said vessel, its equipment, or other property of the Owner shall at all times be borne by the Owner.

Excused Delay: Notwithstanding anything to the contrary contained herein, if the Yard's performance of any term or obligation is impacted by an "Excused Delay", the Yard may extend the time for performance of its term or obligation and the Yard shall be entitled to perform such term or obligation within an appropriate time period after the expiration of the period of such delay. As used herein, an "Excused Delay" means a delay directly or indirectly caused by an Act of God, declared state of emergency or public health emergency, pandemic (specifically including COVID-19), government mandated quarantine, war, acts of terrorism, and/or order of government or civil or military authorities, fire, flood, earthquake or similar natural disasters, extreme weather events, riot, terrorism, civil strife, labor disputes or disturbances or other extraordinary events outside the control of the Yard.

No terms or conditions herein may be changed or modified unless in writing, signed by the Parties.

A 50% DEPOSIT OF ALL STORAGE FEES IS REQUIRED WITH THIS CONTRACT.
THE BALANCE OF STORAGE FEES WILL BE INVOICED TO YOU UPON HAUL OF THE VESSEL.
ALL INVOICES ARE DUE IMMEDIATELY UPON RECEIPT.

Also, please sign 2021 Decommissioning Checklist and 2021-2022 Service Work Checklist.

MYSTIC SHIPYARD WILL NOT LAUNCH ANY VESSEL UNLESS BATTERIES AND DOCKLINES ARE ON BOARD; STEERING AND ENGINE ARE OPERATIONAL; AND THE BILGE PUMP IS IN WORKING ORDER.

WE ACCEPT: MASTERCARD / VISA / DISCOVER
Please call the office with Credit Card information
Please do not write Credit Card information on this contract.

I HAVE READ THE FOREGOING AND ACCEPT ALL TERMS AND CONDITIONS.

Signature of Owner

Date