



2775 Bayview Dr.
Naples, Florida 34112
T: (239) 234-1999
www.naplesboatyard.com

READ THIS CAREFULLY, THIS IS AN AGREEMENT

HURRICANE HAUL-OUT CONTRACT
2025 HURRICANE SEASON (June 1st thru November 30TH)

Owner Information ("Vessel Owner"):

Name: _____
Address: _____
Home Phone: _____ Cell Phone: _____
Email: _____
Emergency Contact Name & Phone: _____

Boat Captain ("Captain") (if applicable):

Captain's Name: _____
Captain's Cell Phone: _____
Captain's Company Name (if applicable): _____

Boat Information ("Vessel"):

Make: _____ Model: _____
Boat Name: _____ Year: _____
Length (LOA): _____ Draft: _____ Beam: _____
Hull#: _____ Registration #: _____
Insurance Company: _____
Insurance Policy #: _____

By signing below, I agree as follows:

1. **Binding Contract:** This is a binding contract between BloodMoney, LLC D/B/A Naples Boat Yard ("NBY") and Vessel Owner and I hereby represent I am authorized to bind the Vessel Owner without the joinder of any other party.

2. **Term:** NBY will be making emergency haul-outs during the period of June 1st, 2025 through November 30th, 2025 (the "Contract Term") in preparation of any named hurricane projected to make landfall in Collier County, Florida. NBY will accept contracts for vessels to be pulled with our travel lift. Once NBY reaches capacity, as determined in the sole discretion of NBY, NBY will no longer accept additional contracts.

3. **Reservation:** This contract with NBY will guarantee a reservation within the NBY facility located at 2775 Bayview Drive, Naples, Florida 34112, (the "Premises") in the event a named hurricane threatens the area for the Contract Term and provided there are no circumstances preventing haul out as detailed in this Contract. This Contract must:

- a. Be executed (signed) by the vessel owner and by a member of NBY.
- b. Be accompanied by a non-refundable fee of **\$3,250.00** for a vessel under 40' and/or **\$3,750.00** for a vessel 40' or over ("Non-Refundable Haul-Out Fee"). This Non-Refundable Haul-Out Fee is for the guarantee of a reservation in accordance with the stipulations of this contract. Should a haul out be required, all standard fees for haul outs, including but not limited to storage and yard fees, will be assessed. A copy of the current fees are included as Exhibit B, herein, and are subject to change if the standard fees change.
- c. Enclose a copy of proof of the Vessel's insurance, including hull coverage and indemnity and/or liability insurance in the amount of \$1,000,000.00 per occurrence. In the event of a named storm, proof of in-place insurance will again be required prior to haul out of the Vessel. Some insurers cover the cost of hurricane haul-outs, but NBY will not collect from the insurance company under Vessel Owner's insurance policy. It is Vessel Owner's responsibility to pay NBY and receive reimbursement from its insurer. Vessel Owner warrants and represents that the Vessel is and will remain insured with protection and indemnity insurance during the Contract Term. Vessel Owner shall instruct its insurer to add **BLOODMONEY, LLC, dba Naples Boat Yard** as an additional insured on the Vessel Owner's insurance policy. Vessel Owner acknowledges that NBY and its subcontractors do not provide or maintain any type of insurance coverage for the benefit of Vessel Owner or its Vessel and will not be responsible for any injuries or property damage resulting, caused by, or growing out of the use of Premises.

4. **Vessel Owner Representations:** Vessel Owner hereby acknowledges and represents that the hull of the Vessel is sound and the Vessel is otherwise in sufficient condition

to be able to be loaded, off-loaded, hauled out, blocked, splashed, and dry docked and otherwise lifted by travel lift, and to undergo other normal boatyard operations without being damaged. Vessel Owner assumes all liability and releases NBY and its employees for any damage that occurs to the hull and/or the vessel as a result of the hull and/or the Vessel not being in sufficient condition to be able to be loaded, off-loaded, hauled out, blocked, splashed, and dry docked and otherwise lifted by travel lift, and other normal boatyard operations without being damaged.

5. **COVENANT NOT TO SUE:** VESSEL OWNER HEREBY COVENANTS NOT TO SUE NBY, ITS MEMBERS, MANAGING MEMBERS, MANAGERS, EMPLOYEES AND/OR AGENTS TO RECOVER ANY KIND OF DAMAGES, LOSSES OR EXPENSES THAT ARE CAUSED IN WHOLE OR IN PART BY EITHER THE VESSEL OWNER, VESSEL OWNER'S VESSEL, VESSEL OWNER EMPLOYEES, AGENTS, OR GUESTS. VESSEL OWNER HEREBY WAIVES ALL CLAIMS AGAINST NBY, ITS MEMBERS, MANAGING MEMBERS, MANAGERS, EMPLOYEES AND AGENTS FOR DAMAGES CAUSED IN WHOLE OR IN PART BY WINDSTORM, HURRICANE, FLOOD, LIGHTNING STRIKE, FIRE, OR ACTS OF GOD, ALSO INCLUDING BUT NOT LIMITED TO ONE OR MORE OF THE FOLLOWING IMPEDIMENTS: HURRICANES, WAR, CIVIL WAR, RIOT, ACT OF TERRORISM, PLAGUE, EPIDEMIC, PANDEMIC, OUTBREAKS OF INFECTIOUS DISEASE OR ANY OTHER PUBLIC HEALTH CRISIS, INCLUDING QUARANTINE OR OTHER RESTRICTIONS OUTSIDE NBY'S CONTROL.

6. **INDEMNIFICATION AND HOLD HARMLESS:** VESSEL OWNER HEREBY AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY NBY FROM ANY AND ALL CLAIMS, DAMAGES, DEBTS, CAUSES OF ACTION, AND LIABILITY WHATSOEVER, WHETHER AT LAW OR IN EQUITY, ARISING FROM ANY AND ALL PHYSICAL OR EMOTIONAL INJURIES, PROPERTY DAMAGE, DEATH AND/OR DAMAGES CAUSED IN WHOLE OR IN PART BY THE VESSEL OWNER, VESSEL OWNER'S VESSEL, VESSEL OWNER EMPLOYEES, CAPTAIN, CREW, GUESTS AND/OR INDEPENDENT CONTRACTORS.

7. **WAIVER OF CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES:** VESSEL OWNER AGREES THAT IN NO EVENT SHALL IT BE ENTITLED TO ANY CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES AGAINST NBY, INCLUDING BUT NOT LIMITED TO LOSS OF USE DAMAGES, LOSS OF CHARTER HIRE, THE COST OF CHARTERING OR HIRING A REPLACEMENT VESSEL, CAPTAIN AND CREW WAGES, CAPTAIN AND CREW REPATRIATION EXPENSES, SURVEYOR'S FEES, DIMINUTION IN VALUE OF THE VESSEL, DEMURRAGE CHARGES, LOSS OF PRE-PAID TRANSPORTATION EXPENSES, AND SUE AND LABOR EXPENSES. VESSEL OWNER EXPRESSLY WAIVES ITS RIGHT TO RECOVER CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, OR PUNITIVE DAMAGES.

8. **DISCLAIMER OF WARRANTIES:** VESSEL OWNER AGREES AND UNDERSTANDS THAT ALL WARRANTIES REGARDING NBY'S WORK PURSUANT TO THE TERMS OF THIS CONTRACT ARE HEREBY DISCLAIMED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ANY EXPRESS WARRANTIES WITH RESPECT

TO THE MATERIALS PROVIDED ARE THOSE, IF ANY, OF THE MANUFACTURER ONLY AND NOT NBY.

9. **Hurricane Haul Out Rule Compliance:** Vessel Owner shall follow all Hurricane Haul Out Rules, as specified herein as Exhibit A. Breach of the Hurricane Haul Out Rules shall be a material breach of this Agreement.

10. **Governing Law:** This Contract is governed by the laws of the State of Florida.

11. **Venue:** Vessel Owner agrees to be subject to personal jurisdiction in the State of Florida, and that the sole venue for any action under the terms of this Contract shall be in the applicable State or Federal Court in Collier County, Florida.

12. **Severability:** The invalidity of any provision of this Contract shall not affect the enforceability of the remaining provisions of this Contract or any part hereof. In the event that any provision of this Contract shall be declared invalid by a court of competent jurisdiction, the parties agree that such provision shall be construed, to the extent possible, in a manner which would render the provision valid and enforceable or, if the provision cannot reasonably be construed in a manner which would render the provision valid and enforceable, then this Contract shall be construed as if such provision had not been inserted.

13. **Prevailing Party Attorney Fees:** NBY shall be entitled to its reasonable attorney's fees, costs, and expenses, including the costs associated with collection, should it be required to take any action to enforce the terms of this Contract or should it prevail in any dispute concerning this Contract.

14. **Despite a guaranteed reservation, due to unforeseen circumstances before AND after any storm, haul-outs cannot and are not guaranteed. Some events that may prevent haul out include, but are not limited to equipment failure of the travel lift, injury to key personnel operating the travel lift, and reduced preparation time due to the arrival of a fast-moving storm.**

15. **NBY shall make customary and reasonable efforts to assure vessels can be hauled in the period leading up to and/or after a storm. NBY assumes no liability should events prevent NBY from being able to operate, including but not limited to acts of God and/or mechanical failures. If the Vessel is in the yard but cannot be hauled prior to the storm due to mechanical failures caused by the storm, storage fees will still apply.**

I, _____, the undersigned, am the Vessel Owner, or an authorized agent of the Vessel Owner, have read the foregoing Contract and hereby agree to the terms, conditions responsibilities, risks, benefits, and limitations herein. I understand that, in addition to completion of the requirements set forth herein, if I am not timely in arriving to

**Naples Boat Yard, as determined unilaterally by Naples Boat Yard,
I may not be able to store my Vessel on Premises.**

Vessel Owner Signature

Date

Naples Boat Yard Signature

Date

V1.17.24

EXHIBIT A

HURRICANE HAUL OUT RULES

IN THE EVENT OF A NAMED STORM, VESSEL OWNER IS RESPONSIBLE FOR:

1. The delivery, pick-up, and securing of the Vessel. Power (electricity) will be limited and probably will be interrupted due to weather conditions, so appropriate actions should be taken to avoid damage associated with loss of electricity. Vessel Owner/Captain should remove all perishable items from refrigerators, freezers, etc.
2. Removing all personal belongings from the Vessel and securing anything that could become a projectile in the event of a storm. Items such as bimini tops, outriggers, antennas, rigging, sails and sail covers, equipment, etc. must be secured or removed by the Vessel Owner or Captain before they leave the Premises.
3. Contacting NBY at such time as hurricane-force winds are projected to hit Collier County within the SEVEN-DAY forecast as outlined by the NOAA. It shall be the Vessel Owner's responsibility to be aware of such warning, and to call NBY's office at (239) 234-1999 to schedule a time for the Vessel to arrive. If arrangements are not made prior to hurricane-force winds being forecasted within the SEVEN-DAY forecast, Vessel Owner forfeits any and all rights associated with this Contract. NBY uses the NOAA projections to commence scheduling and hauling of vessels. Vessel Owners that do not schedule a haul out within the specified time frames above will forfeit any and all guarantees under this Contract for the subject storm event and will only be scheduled for haul out on a first-come, first-serve basis. It is very important that vessels arrive at NBY at their scheduled time to assure all schedules are met and customers are treated fairly and equally.

NBY RESERVES THE RIGHT TO CHANGE OR MODIFY THESE RULES AS NECESSARY, INCLUDING HURRICANE PREPAREDNESS RULES. VESSEL OWNER AGREES TO COMPLY WITH ALL SUCH RULES AND REGULATIONS NOW OR WHICH MAY BE HEREAFTER ESTABLISHED BY NBY.

EXHIBIT B

Current Applicable Haul-Out Rates:

Under 40' - \$15.00 per foot Haul/Block/Splash

Over 40' - \$16.00 per foot Haul/Block/Splash

Daily Storage Fee: \$2.00 per foot

Labor Fee: \$135.00 per hour