



2775 Bayview Dr.
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www.naplesboatyard.com

HURRICANE HAUL-OUT PLAN
2020 HURRICANE SEASON (JUNE 1ST THRU NOVEMBER 30TH)

Owner Information:

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

Boat Captain (if applicable):

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

Boat Information:

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

Naples Boat Yard will be making emergency haul-outs in preparation of any named hurricane projected to make landfall in Collier County, Florida. We will accept contracts for the first 20 vessels to be pulled with our travel lift. Once we reach our capacity, we

can no longer accept additional contracts. An annual agreement will guarantee you a place within the NBY facility in the event a named hurricane threatens the area. All contracts must:

- **Be executed (signed) by the vessel owner and by a member of Naples Boat Yard.**
- **Be accompanied by a non-refundable fee of \$1,200. This 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, storage, yard fees, etc. will be assessed.**
- **Be accompanied by proof of vessel's insurance to include replacement and liability coverage. In the event of a named storm, proof of in-place insurance will again be required prior to haul out. Some insurers cover the cost of Hurricane haul-outs. NBY will not collect from the insurance company under your policy. It is the vessel owner's responsibility to pay NBY and receive reimbursement from their insurer. Owner warrants and represents that the vessel is and will remain insured with marine protection and indemnity insurance during the Term of the Agreement. Owner shall instruct its insurer to add Blood Money, LLC dba Naples Boat Yard as an additional insured on the Owner's insurance policy. Vessel Owner acknowledges that Naples Boat Yard and its subcontractors do not provide or maintain any type of insurance coverage for the benefit of Owner or its Vessel.**
- **Owner and its insurers waive any and all rights to subrogation against Blood Money, LLC dba Naples Boat Yard**

In the event of a named storm, owners are responsible for:

- **The delivery, pick-up, and securing of their 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.**
- **Making contact with NBY at such time as hurricane force winds are projected to hit Collier County within the SEVEN day forecast. It shall be the Owner's responsibility to be aware of such warning, and to call the office at (239) 234-1999 and schedule a time for your vessel to arrive. If arrangements are not made prior to hurricane winds being forecasted within the FIVE day outlook, the boat owner shall NO LONGER have any 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 frame, will forfeit their guarantee 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.**

- **No guarantee/No Liability:** It is expressly agreed that NBY is not responsible for the safety or security of the vessel during any hurricane storm.
- **NBY reserves the right to change or modify the 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.**

Applicable Haul-Out rates:

\$12.00 per foot Haul/Block/Splash

Daily Storage Fee: \$1.50 per foot

General Labor Fee: \$110.00 per hour

Non-Refundable Contract Fee: \$1,200 (Must be paid in full at time of execution)

I, _____ (Owner/Captain), accept the terms and conditions of this contract as described and acknowledge that the vessel must be delivered to NBY at the scheduled time or I relinquish my guarantee to be hauled in case of a hurricane. I also agree to comply with all NBY's policies and safety regulations while vessel is at NBY. I further agree my vessel shall be fully insured and Blood Money, LLC dba Naples Boat Yard will not be responsible for fire, acts of nature, theft, etc. while my vessel is at Naples Boat Yard.

Owner Signature

Date

Naples Boat Yard Signature

Date

Due to unforeseen circumstances, haul-outs are not guaranteed. Some events that may prevent haul out are, but are not limited to: Equipment failure of the travel lift, injury to key personnel operating the travel lift, reduced preparation time due to the arrival of a fast moving storm.

NBY shall make customary and reasonable efforts to assure boats can be hauled in the period leading up to a storm, but we assume no liability should events prevent us from being able to operate including but not limited to acts of God and/or mechanical failures.