

Winter Storage Agreement 2022-2023

Deebold Boat Works (hereinafter referred to as the "YARD") hereby agrees to accept for winter storage and the boat owner, (hereinafter referred to as the "OWNER") agree to storage, subject to all terms and conditions herein, the boat thereafter described:

OWNER: _____ HOME PHONE: _____
(Last name) (First name)

ADDRESS: _____ CELL PHONE _____

CITY _____ STATE _____ ZIP: _____ EMAIL: _____

NAME OF BOAT: _____

YEAR: _____ L.O.A.: _____ BEAM: _____ MAKE/MODEL: _____

INSURANCE CARRIER: _____ POLICY#: _____

BRIGANTINE STORAGE RATES _____ \$35.00 per ft.

Outdoor Storage include: HAUL OUT, BLOCKING, STORING AND SPRING LAUNCH. **ALL BOATS STORED ON ANY DEEBOLD BOAT WORKS PROPERTY MUST BE POWER WASHED AT THE OWNERS' EXPENSE. NO EXCEPTIONS.** No other services, labor or materials will be provided unless requested. Owners are responsible for making the yard aware of special hauling instructions.

HAUL OUT DATE (APPROX) _____

SPRING IAUNCH (APPROX) _____

Brigantine Storage Rate \$ _____ PER _____ FEET PRICE \$ _____

6.625% SALES TAX \$ _____

TOTAL \$ _____

This contract must be signed and a valid credit card number supplied, prior to work beginning.

Deebold Boat Works, requires payment in full for the winter storage and winterization services with your reservation. Any additional charges will be billed upon completion of services. The terms and conditions set by Deebold Boat Works for all customers on land are listed in this agreement and upon signing this agreement become a part of this agreement.

CREDIT CARD # _____ **EXP. DATE** _____ **SECURITY #** _____

OWNER'S SIGNATURE _____ **DATE** _____

PLEASE READ ALL TERMS AND CONDITIONS FOR THE STORAGE AGREEMENT FOR 2021-2022

1. Winter storage contract in force from November 1st 2021 to April 1st 2022.
2. Boats will be launched based on the requested date and your boat's position in the yard..
3. There are no guarantees your boat will be launched on the exact date requested.
4. Lessee agrees not to hold lessor liable for any loss caused by delay in launching, winter storage, transporting or commissioning caused by weather or any other event beyond the control of the Lessor.
5. The integrity of shrink wrap is not guaranteed in winds over 50 mph and is only designed to last one season.
6. Any boat that shrink wrap is compromised will be removed completely to prevent any damage to surrounding boats and will only be re-wrapped at owners expense.
7. Any damage to the boat caused by torn or damaged shrinkwrap due to excessive winds is not the responsibility of the Lessor.
8. All boats stored on Lessor's properties must be power washed at the Lessee's expense. No exceptions.
9. All holding tanks must be emptied before bringing the boat in for winter storage.
10. The Lessee to each boat must have a valid insurance carrier and policy number.
11. Winterization of engines and listed equipment is only for protection against freezing. Lessor is not responsible for engine failure, spring starting or spring commissioning.
12. Only Lessor's employees are permitted to apply bottom paint.
13. An environmental fee will be applied to your bill to offset the expense incurred to dispose of waste fluids and chemicals. This will help maintain an environmentally safe marina. The fee also helps pay the costs of recycling and disposing of garbage.
14. Payment for winter storage is due in full with winter reservations.
15. A valid credit card number must be supplied on the winter storage agreement contract.
16. Bills outstanding over 30 days will be charged interest at the rate of 2% per month.
17. Use of any open flame device, toxic chemicals or any other hazardous equipment or supplies is strictly prohibited.
18. Due to increasingly challenging environmental and insurance regulations, Lessee may perform only light cosmetic work on their own boat in the yard. If Lessee wishes to have someone else other than himself or an employee of the Lessor work on the boat, prior written approval must be obtained from the Lessor. Such approval will be granted only if the Lessor's service department cannot perform the repairs and/or the outside serviceman can deliver to the Lessor evidence of a standard certificate of workman's compensation and liability insurance coverage. All boats must be winterized if winter stored.
19. Lessor shall have statutory maritime liens (state and federal) upon the boat, motor and attached equipment to secure any and all services and materials supplied to Lessee by Lessor during the term of this agreement.
20. Lessee shall not remove their vessel from the rented space until all charges secured by the lien described in paragraph 19 have been satisfied.
21. Lessee agrees to reimburse Lessor for reasonable attorney fees and cost relating to a suit or other collection efforts by Lessor against Lessee to collect any amounts due under this agreement or any amounts due and secured by the lien described in paragraph 19 of this agreement.
22. If Lessee fails to remove in a timely manner their boat and/or equipment from the rented space at the termination of this agreement, Lessor shall have the option of:
 - a. Charging Lessee daily rent on a pro rata basis for the space occupied or
 - b. Taking possession of the vessel and/or equipment and locking it to the space: or
 - c. Moving the vessel and/or equipment to another location ; or
 - d. Pursuing any other remedy available under law.

23. INSURANCE - Lessee agrees to have watercraft covered by a full marine insurance package (hull coverage as well as indemnity and liability coverage) Lessee agrees to release and discharge Lessor from any and all responsibility or liability for injury (including death), loss, and damage to persons or property in conjunction with the Lessor's family, marina, or equipment. This release and discharge shall cover without limitation any loss or damage resulting from Lessor's employee's parking or hauling Lessee's boat, vandalism, theft, hail, high/low water, wind collision, freezing, ice, rain or any other act of God.
24. Lessee shall not list boat for sale (unless thru Deebold Boat Works) show boat, advertise boat, demonstrate boat, or transfer ownership of boat while in storage without prior written consent of Lessor.