



## WINTER 2024-2025 STORAGE CONTRACT

Gales Ferry Marina, 55 Chapman Lane, Gales Ferry, CT 06335 (T)860-464-2146

[galesferrymarinact@gmail.com](mailto:galesferrymarinact@gmail.com)

Please fill in all information:

**Owner's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **ST:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone numbers:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Vessel Name:** \_\_\_\_\_ **Registration:** \_\_\_\_\_ **Length Overall (LOA):** \_\_\_\_\_

**Year:** \_\_\_\_\_ **Make:** \_\_\_\_\_ **Model:** \_\_\_\_\_

**Engine(s):** Quantity: \_\_\_\_\_ **Make:** \_\_\_\_\_ **Model:** \_\_\_\_\_ **Hp:** \_\_\_\_\_ **Cylinders:** \_\_\_\_\_

**Trailer:** License Plate number or identifier (if applicable): \_\_\_\_\_

**Insurance Company:** \_\_\_\_\_ **Policy #:** \_\_\_\_\_

**Expiration date:** \_\_\_\_\_

**Storage (includes haul, pressure wash, and launch)**

**On stands: \$40 / ft LOA**    **On trailer: \$38 / ft LOA**    **No haul, wash or launch: \$15 / ft LOA**

### **TERMS OF AGREEMENT**

**Winter Storage: November 1, 2024 - April 30, 2025**

- These terms of agreement begin only when this contract has been signed.
- This contract will remain in effect until a new contract is generated or the vessel is removed from the property.
- Gales Ferry Marina (Lessor/GFM) is not responsible for freeze or weather damage whatsoever.
- Boats, motors and all personal property are stored at the boat owner's (Lessee) own risk. The boat owner is responsible for the security and contents of his/her boat while stored. GFM is not responsible for theft of any kind.
- All boats must be fully prepared for storage.
- Lessee assumes all responsibility for damage to his/her boat during hauling, launching or storage if that damage is directly related to any previous structural weakness in the boat. (i.e. previous repairs, dry rot or dry areas, owner's neglect, weak sides. Lessee must notify GFM and protect the boat if he/she knows there is an issue, before hauling). Extra handling fee will apply at current labor rate.
- **HAUL & COVERINGS:**
  - All keys will be left in ignition. A charge will be incurred if keys are not in the boat.
  - Department of Environmental Protection's (DEEP) regulations require all pressure washing to be done on the wash pad, by employees of GFM. Customers are not permitted to pressure wash their boats on site.
  - GFM will not pressure wash after freezing weather.
  - All holding tanks must be pumped out. (GFM does not provide pump out service.)
  - All fuel tanks must be filled to 90%.
  - Additional charges will apply for land or water pickup/delivery, boats requiring special handling, or other unusual circumstances.
  - No tarps will be allowed on GFM property. All coverings are required to be shrink wrapped.
  - Shrink wrapping will be done by GFM personnel ONLY. No outside contractors or lessees are allowed to shrink wrap. GFM is not responsible for any damage caused by wind or snow on boats that are shrink wrapped. The lessee is responsible for payment to have shrink wrap fixed or replaced if damage does occur.
  - It is the lessee's responsibility to remove bilge drain plug after boat is hauled and replace prior to spring launching.
- **INSURANCE:**
  - Personal Watercraft Insurance
    - Lessee agrees to provide proof of current watercraft coverage by a full marine insurance package (hull coverage as well as indemnity and liability coverage) for the duration of this contract, naming GFM as additionally insured.
    - Absolutely no vessel will be hauled or launched without proof of insurance.
    - GFM must be notified of any cancellation or renewals that occur, and a new current copy provided to GFM.

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- Responsibility and Liability Release
  - Lessee agrees to release and discharge Lessor from all responsibility or liability for injury (including death), loss, or damage to persons or property in connection with Lessor's docking facility or marina.
  - This release and discharge shall cover, without limitation, any loss or damage resulting from Lessor's employees parking or hauling Lessee's unattended boat, vandalism, theft, fire, hail, high/low water, wind, collision, snow, ice, rain, or any other act of God.
- SAFETY:
  - Use of any open flame device, toxic chemicals, or any other hazardous equipment or supplies is prohibited under the DEEP's Clean Marina Standards.
  - Absolutely nothing may be tied or locked to boat stands. If lessee does not respond immediately, item will be removed for safety of all boats in the yard. Areas surrounding the boat must be kept free of debris.
  - Shore power cords must be disconnected during winter storage when not attended by lessee.
    - Electrical appliances cannot be left unattended- anything left plugged in will be unplugged if unattended.
    - Only 3-pronged grounded electrical cords can be used at GFM.
    - No portable space heaters are allowed.
  - No portable gasoline is allowed on GFM property. Filling gas tanks with portable containers is prohibited.
  - GFM is not responsible for personal injury including, but not limited to, slips, trips, and falls.
- BOAT MAINTENANCE:
  - Lessee may work on his/her boat on GFM property if such work does not interfere with the rights of the other Lessees or the operation of GFM and any work that is done conforms to standards set by the DEEP's Clean Marina Program. Owners must keep the ground around and under their boat clean and free of rubbish and debris. Fees will be assessed for Marina cleaning, if necessary.
  - Outside Contractors (Subcontractors):
    - No outside labor or independent contractors' work is allowed unless permission is obtained from GFM management.
    - A copy of proof of liability insurance for \$2,000,000 (and Workmen Compensation insurance, where applicable) is required to be held by GFM.
    - Outside contractors must sign in/out of the office daily.
    - Permission from lessee must be given to the office, in writing, before any subcontractor is allowed in the yard.
    - Subcontractors must abide by GFM rules and manager's directives.
    - Subcontractors must check with GFM rules and conditions before entering the property.
  - Hazardous Wastes:
    - Absolutely no oil, antifreeze or other hazardous fluids should be dumped on GFM grounds or in GFM dumpsters
    - Sanding, painting, bottom cleaning, and fiberglass work must be approved by GFM management and in accordance with DEEP rules and regulations.
    - Fines will occur if hazardous materials are not removed from GFM property to be disposed of properly.
- SPRING LAUNCH:
  - Confirm spring launch date at least two weeks in advance.
  - Replace drain plug prior to launch.
  - All dock lines, fenders, batteries, and bilge pumps must be onboard and operative prior to launch.
  - Actual launching dates will be dependent upon spring weather, physical location of the boat, and previously scheduled services with GFM.
- PAYMENT:
  - Storage space is sold on a full season basis only.
  - A credit card is required to be on file.
  - All accounts must be paid in full prior to haul or launch. Absolutely no boats stored in the yard will be launched until all charges have been paid in full.
  - Invoice for reservation must be paid in full when boat is hauled.
  - Transient boats launched in spring will have 3 days at a slip, if space permits, and then MUST leave or incur daily transient fees.
  - All measurements are subject to verification. Length overall (LOA) is defined as: Length + swim platform + bowsprit.
  - Boats not launched or removed by May 15, 2025, will be charged an additional storage fee of \$30.00/day or a flat summer rate of \$55.00/ft. Vessels that are moved to accommodate summer parking or for failure to meet launch schedule will be charged \$12.00/ft. relocation charge.
  - An interest rate of 1.5% per month (12% per annum) will be added to all balances 30 days past due.
  - If accumulated are bills are 1 season past due GFM will place lien on the boat.
    - Lessor shall have statutory maritime liens (state and federal) placed upon the boat, motor and attached equipment to secure any unpaid bills.
    - Lessee agrees to reimburse GFM for reasonable attorney fees and costs relating to a suit or other collection efforts by GFM against the Lessee to collect amounts due.

Gales Ferry Marina (GFM) shall incur no liability, of any kind, whatsoever, for any damage resulting from fire, theft, storm, vandalism or other cause. It is understood that the lessee will carry adequate insurance on his/her boat while in storage at GFM. GFM will not be liable for any damage resulting from any strike, or act of God, which includes all elements. All vessels shall be handled by GFM staff at the lessee's own risk, subject to reasonable care and handling. GFM shall assume no liability for the condition of the vessel, any fuel left in the boat, nor any damage due to freezing of equipment not authorized by the owner to be winterized.

By accessing or using the service, you agree to be bound by these terms and conditions.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

ACCEPTED BY (Lessor): \_\_\_\_\_ DATE: \_\_\_\_\_

- Required:
- A copy of up-to-date Proof of Insurance (Vessel is not permitted without this)
  - A credit card on file
  - Paid in full