



CROCKER'S

BOAT YARD, INC.

MANCHESTER, MA

978-526-1971

STORAGE CONTRACT & YARD POLICIES

Owner Name: _____ Boat Name: _____

Primary phone # _____ Secondary phone# _____ Email _____

Combo/key location _____

Address _____

Town/City, State, and Zip Code _____

Secondary/ Emergency contact name and phone number- _____

Please send a nonrefundable deposit of \$500 for boats up to 25 feet, \$750 for boat over 25 ft., with a signed copy of this contract in order to hold your storage space for the coming winter. This deposit will be credited to your storage charge. PLEASE NOTE: Boats will not be hauled until the signed contract and deposit have been received by CBY. If we have had no response by October 15 that will indicate you are NOT planning on storing your boat with us for the coming storage season.

CONTRACT TERMS and CONDITIONS:

1- Boat Owner shall remove any personal property from boat prior to storage. It is understood and agreed that Crocker's Boat Yard, Inc. (herein referred to as CBY) will not be responsible for any items of personal property left aboard. Other items that must be removed:

- A- propane tanks
- B- portable gas and diesel containers
- C- any other flammable or hazardous materials

If you like, you can request that we remove those items for you.

2- Boat Owner hereby authorizes CBY to thoroughly survey the boat for fire hazards, at hauling or prior to moving to storage. Boat Owner understands that this authorization is formulated, conducted, and enforced solely for the protection of CBY. The promulgation and enforcement of these rules and regulations, the conducting of a survey, the failure to fully perform a survey with respect to other Boat Owners will not subject CBY to any duty or liability to the Boat Owner with respect to fire or explosion prevention or detection. In general, any survey will be solely at the discretion of CBY.

3- CBY shall not be liable to Boat Owner for any loss to Boat Owner's boat, tools, boat trailer, accessories, cradle, stands or other personal belongings as a result of fire, flood, wind storms, theft or negligence by third persons, or any other cause. **Boat Owner hereby agrees to carry his own insurance to protect his boat and property against the above perils, and agrees to provide carrier name and policy number to CBY before the boat is put into storage.**

4- Boat Owner may never hold, transport or store hazardous waste material on or in boat or on CBY premises without CBY's written permission. Further, Boat Owner agrees to save, hold harmless and indemnify CBY at all times for any liability arising out of use, transportation or storage of hazardous waste material.

- 5- Except where workers compensation is available as a remedy, Boat Owner will assume, pay and at all times protect and save harmless CBY from and against all loss, liability and damages for injuries to persons (other than CBY employees) or property arising or resulting from Boat Owner's boat, car, maintenance, dockage, possession or control of said boat and its equipment or from the breach of any conditions or requirements herein imposed upon Boat Owner or from any tortuous or neglectful act or default of the Boat Owner, guests, licensees, servants or agents of the Boat Owner in or about the premises, together with all costs, expenses and attorney fees incurred with respect to any such claims, demands or legal proceedings made for or brought against CBY.
- 6- Boat Owner shall not assign or sublease any slip or storage space.
- 7- CBY reserves the right to terminate this contract at any time with or without cause.
- 8- Boat Owner is responsible for all costs, expenses, and attorney fees incurred by CBY in the process of collecting Boat Owner's past due account, i.e., if accounts are unpaid for more than 30 days. Finance charges will be assessed after 30 days, unless other payment plan is agreed upon.
- 9- Should any term or condition of this agreement be held void or unenforceable, then that term shall be deemed severed from this agreement and the enforceability of the remainder shall not be affected and will remain in full force and effect.
- 10- This agreement contains the entire understanding between Boat Owner and CBY and no other representation or inducement, verbal or written, has been made which is not contained in this agreement.
- **11- Customer must furnish CBY with satisfactory evidence of liability insurance in an amount not less than \$300,000. Evidence of such insurance should be a Certificate of Insurance. The certificate should name Crocker's Boat Yard as additional insured.

POLICIES:

- 1- CBY reserves the right to move any improperly parked vehicle, trailer or boat on CBY property. All vehicles must be left with keys in the vehicle or otherwise available to CBY.
- 2- In the event of an emergency, CBY shall have the right to move any boat to any other available location.
- 3- Boat Owner agrees to pay for any docking lines or materials required for CBY personnel to secure the boat properly due to weather related conditions or Boat Owner's improper mooring.
- 4- CBY shall not be responsible for delays in hauling, winter lay-up, commissioning or launching due to bad weather or other matters beyond CBY's control. Removal of snow from decks will be billed.
- 5- Cooking, smoking or the use of any open flame or heat source is prohibited inside and outside of boat in storage area. All non-permanent gas tanks, containers or any other flammable materials must be removed before placement in storage. No combustible or dangerous materials will be allowed by CBY or owner to collect in or around boats at any time. The Boat Owner further agrees to keep storage area free and clear of all gear, tackle and other obstructions. FIRE EXTINGUISHERS IN GOOD WORKING ORDER MUST BE ON BOARD.
- 6- Due to insurance restrictions, Boat Owner cannot perform any work on any boat inside any building.
- 7- No outside labor from other marinas or service contractors will be allowed on CBY property to perform work for Boat Owner unless he has obtained prior permission of CBY. Certificates of Insurance for the outside vendors must be given to CBY before any work is done by the outside vendors.
- 8- CBY reserves the right to deny the use of any cradles or boats stands not approved by CBY.

9- Storage location is at the discretion of CBY, i.e., Lower Yard in Manchester, MA, Upper Yard in Manchester, MA or at John Wise Ave in Essex, MA. Storage location may necessitate unstepping and storage of sailboat rigs, the cost of which is the responsibility of the Boat Owner. We will try to accommodate all requests. Any boat that can go over the road can opt for inside storage in Essex.

10- CBY may refuse to install, warranty or guarantee any customer supplied equipment, unless agreed upon in writing at customer's risk.

11- Any and all maintenance work to be performed by the Boat Owner must be arranged with CBY prior to being hauled for winter storage. Otherwise, it will be assumed that CBY will perform all routine maintenance including, but not limited to, covering, uncovering, and hull waxing below the rail, bottom painting, decommissioning and commissioning of all systems.

12- Due to increasing environmental issues, bottom maintenance of any kind by Boat Owners is no longer permitted on non-commercial boats at any CBY facility.

13- CBY reserves the right to refuse to do a "partial winterization".

14- Batteries must remain disconnected during storage.

I have read and understand the above Contract and Policies.

In witness whereof, the said parties hereunto set their hands and seals this

_____ Day of _____, _____.

Boat Owner's Signature

If you have any question's regarding this contract, please contact Skip at
978-526-1971 or Skip@crockersboatyard.com