



SPICER'S NOANK MARINA
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**WINTER HAULAGE CONTRACT
 2019-2020**

BOAT NAME _____ NAME _____
 MFG. _____ ADDRESS _____
 POWER _____ SAIL _____ YEAR _____ CITY _____ ST _____ ZIP _____
 LOA _____ BEAM _____ DRAFT _____ HOME PHONE _____
 BOAT REG.\DOC # _____ WORK PHONE _____
 COMBO \ KEY LOCATION _____ CELL PHONE _____
 EMAIL _____

SUMMER LOCATION OF VESSEL _____
 HAUL AFTER DATE _____

LAUNCH DATE IN THE SPRING, YOU NEED TO FILL OUT THE "READY TO LAUNCH" FORM OR EMAIL SERVICE COORDINATOR IN ORDER TO BE PLACED ON THE LAUNCH LIST. THIS DATE MUST BE BEFORE MAY 30, 2020 UNLESS A SPECIAL EXCEPTION HAS BEEN MADE. IF BOAT IS NOT READY AND NEEDS TO BE MOVED A FEE OF \$200.00 FOR EACH MOVE WILL BE CHARGED.

WINTER COVERS ARE NOT TO BE TIED TO POPPITS

_____ HAUL, WASH BOTTOM, LAUNCH PRIOR TO JUNE 1, 2020 \$ _____
 _____ BLOCKING _____ TRAILER \$ _____
 _____ MAST UNSTEP /STEP LENGTH OF MAST _____ FT \$ _____
 _____ WITH FURLING SYS. _____ WITH RADAR \$ _____
 REMOVE: _____ WINDEX _____ AWI _____ ANTENNA \$ _____

SUB TOTAL \$ _____

IF BALANCE DUE MUST HAVE CREDIT CARD PD. IN FULL BY 9/30/19 \$ _____ -10%

MASTERCARD VISA DISCOVER (CIRCLE ONE) TOTAL \$ _____

CARD # _____ EXP _____ V-CODE _____ DEPOSIT \$ _____

I HEREBY AUTHORIZE SPICER'S NOANK MARINA BALANCE DUE \$ _____

TO CHARGE THE ABOVE CARD ON OR AFTER

FEBRUARY 1, 2020 FOR ANY OUTSTANDING BALANCE FOR WINTER HAULAGE AND OR RELATED FEES.

SIGNATURE _____ DATE _____

ANY OUTSTANDING BALANCE MUST BE PAID AT TIME OF HAULAGE. A 1 1/2 % PER MONTH SERVICE CHARGE WILL BE LEVIED ON ANY OUTSTANDING BALANCE.

WINTER HAULAGE 2019-2020

BOAT LENGTH X \$40.00 PER FOOT (HAUL, WASH, RELAUNCH)

BLOCKING

THRU 24 FT. ***** \$150.00

25-34 FT. ***** \$210.00

35 FEET AND OVER ***** \$270.00

Boats requiring more than 9 poppits will be charged \$30.00 ea for each additional poppit

MASTS ROUND TRIP (UNSTEP, PUT ON MAST RACK, STEP IN SPRING)

Length of Mast X \$19.00

ROD RIGGING, WISHBONES AND TRIATICS ***EXTRA HOURLY CHARGE

AN HOURLY RATE WILL BE CHARGED FOR MASTS REQUIRING SPECIAL ATTENTION OR HANDLING WHILE STEPPING OR UNSTEPPING. REMOVAL AND INSTALLATION OF INSTRUMENTS, FITTINGS, ANTENNA, WIND INDICATORS, WITH RADAR AND WITH ROLLER FURLING ARE EXTRA AND ARE CHARGED AT THE PREVAILING RATES. IN THE SPRING THE CUSTOMER IS RESPONSIBLE FOR GETTING MAST PREPARED FOR STEPPING.

WINDEX***\$12.00 ANTENNA***\$12.00 APPARENT WIND INDICATOR***\$25.00
 WITH ROLLER FURLING*****\$75.00 WITH RADAR ON MAST ***** \$90.00

The terms and conditions on the reverse side of this contract are part of this contract.

 SIGNATURE OF OWNER (S)

 DATE

PLEASE REMEMBER TO ALSO SIGN THE BACK OF THIS CONTRACT.

TERMS AND CONDITIONS

1. WINTER HAULAGE BILLS ARE DUE AND PAYABLE AT THE TIME OF HAUL. A PENALTY OF 1 1/2 % PER MONTH WILL BE ASSESSED ON ANY OVERDUE BALANCE.
2. AN ON LAND SERVICE CHARGE OF \$15.00 per ft. /month WILL BE LEVIED AGAINST ANY BOAT REMAINING ON SHORE AFTER JUNE 1. ANY BOAT REMAINING ON SHORE 90 DAYS AFTER JUNE 1 WILL BE SUBJECT TO SALE UNLESS SEPARATE ARRANGEMENTS ARE MADE PRIOR TO THE JUNE 1 DATE COVERED BY THIS CONTRACT. NO CREDIT OR REFUND WILL BE GIVEN IF YOU DECIDE NOT TO LAUNCH IN SPRING.
3. ALL BILLS MUST BE PAID PRIOR TO LAUNCHING. NO EXCEPTIONS.
4. A FIRM LAUNCH DATE IS REQUIRED AT TIME OF HAUL. ANY BOAT OWNER, WHOSE BOAT IS NOT READY ON THE REQUESTED LAUNCH DATE AND MUST BE MOVED, WILL BE CHARGED \$200.00 FOR EACH MOVE.
5. THE BOAT OWNER MAY WORK ON HIS / HER BOAT IN THE MARINA AS LONG AS SUCH WORK DOES NOT INTERFERE WITH THE RIGHTS OF OTHER BOAT OWNERS OR THE OPERATION OF THE MARINA.
6. BOAT OWNER IS RESPONSIBLE FOR THE REMOVAL AND REPLACEMENT OF BILGE PLUGS.
7. REMOVAL AND INSTALLATION OF INSTRUMENTS, FITTINGS, ANTENNAE, WIND INSTRUMENTS, ETC.. ARE EXTRA AND WILL BE CHARGED AT PREVAILING RATES, AND ANY SMALL ITEMS REMOVED WILL BE LEFT IN THE BOAT.
8. THE MARINA WILL NOT BE RESPONSIBLE FOR ANYTHING LEFT ON THE MAST OR IN THE BOAT.
9. USE OF ANY OPEN FLAME DEVICE, TOXIC CHEMICALS OR ANY OTHER HAZARDOUS EQUIPMENT OR SUPPLIES IS PROHIBITED. NO OIL, GASOLINE, OR CLEANING SUBSTANCES MAY BE DISCHARGED OR DUMPED EITHER OVERBOARD OR ON LAND. NO IN-WATER BOTTOM CLEANING IS PERMITTED.
10. THE MARINA WILL NOT BE RESPONSIBLE FOR DAMAGE TO IMRON, AWLGRIP, OR OTHER SIMILAR FINISHES.
11. THE BOAT OWNER IS RESPONSIBLE FOR RIGGING AND PREPARING THE MAST PRIOR TO LAUNCH. ANY MAST NOT PREPARED AT THE TIME OF LAUNCH WILL BE PREPARED BY THE MARINA AT PREVAILING RATES.
12. THE BOAT OWNER IS RESPONSIBLE FOR REMOVAL OF BATTERIES FROM ANY DRY HAULED BOAT.
13. IN THE SPRING, MAST WILL BE STEPPED. BOAT OWNER IS RESPONSIBLE FOR CHECKING CONNECTIONS, PINS, TIGHTNESS AND TUNING.
14. THE MARINA IS NOT RESPONSIBLE FOR DINGHYS. ALL DINGHYS MUST BE MARKED ON THE STERN WITH THE OWNER'S NAME AND DOCK OR MOORING NUMBER.
15. BOAT OWNER AGREES THAT ALL MOORING PENNANTS, DOCK LINES, AND FENDERS HOWEVER PROVIDED, ARE SOLELY THE PROPERTY OF THE BOAT OWNER AND AGREES TO RELEASE AND DISCHARGE THE MARINA FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FOR INJURY, LOSS OR DAMAGE CAUSED BY FAILURE OF SAME.
16. BOAT OWNER AGREES NOT TO HOLD THE MARINA LIABLE FOR ANY LOSS CAUSED BY ANY DELAY IN LAUNCHING, HAULAGE, TRANSPORTING, OR COMMISSIONING.
17. INSURANCE AND WAIVER: The BOAT OWNER agrees to have the BOAT covered by a full marine insurance package (hull coverage as well as indemnity and liability coverage). The BOAT OWNER understands that the rate being charged by the MARINA does not include insurance. The BOAT OWNER AGREES TO RELEASE AND DISCHARGE THE MARINA FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FOR INJURY (INCLUDING DEATH), LOSS, OR DAMAGE TO PERSONS OR PROPERTY IN CONNECTION WITH THE MARINA'S FACILITY. This release and discharge shall cover without limitation any loss or damage resulting from the MARINA'S employees parking or hauling the BOAT OWNER'S BOAT, vandalism, theft, fire, high/low water, wind, collision, ice, rain, or any act of God.
18. IF THE BOAT OWNER VIOLATES ANY OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT OR THOSE POSTED IN THE MARINA OFFICE, THE MARINA SHALL HAVE THE OPTION OF TERMINATING THIS AGREEMENT UPON TEN (10) DAYS WRITTEN NOTICE TO THE BOAT OWNER. THE BOAT OWNER MUST REMOVE HIS/ HER BOAT FROM THE MARINA PRIOR TO THE END OF THE TEN (10) DAY PERIOD.
19. THE MARINA SHALL HAVE STATUTORY MARITIME LIENS (STATE AND FEDERAL) UPON THE BOAT, MOTOR, AND EQUIPMENT TO SECURE ANY AND ALL SERVICES AND MATERIALS SUPPLIED TO BOAT OWNER BY THE MARINA.
20. NO "FOR SALE" SIGNS ARE TO BE POSTED ON BOATS OR PIERS, AS PROSECUTION FOR THEFT AND / OR TRESPASSING THEN BECOMES DIFFICULT.
21. THE BOAT OWNER AGREES TO LEAVE A KEY OR COMBINATION TO THE BOAT WITH THE YARD OFFICE. IF THE KEY OR COMBINATION IS NOT READILY FOUND AT THE TIME OF HAULAGE OR LAUNCHING WE WILL CUT THE LOCK.
22. THE MARINA DOES NOT GUARANTEE THAT ELECTRICAL SERVICE SHALL BE CONTINUOUS. BOAT OWNER SHALL NOT USE THE MARINA'S ELECTRICAL OUTLETS TO OPERATE POWER TOOLS, EQUIPMENT, MACHINERY, ETC. UNLESS WRITTEN PERMISSION HAS BEEN GIVEN BY THE MARINA. THE MARINA MAY CHARGE FOR ELECTRICAL SERVICE OR CONNECTIONS.
23. THE BOAT OWNER REMAINS SOLELY RESPONSIBLE FOR SECURING HIS / HER BOAT AND PROTECTING IT IN THE EVENT OF SEVERE WEATHER.
24. THERE WILL BE NO REFUNDS ON DEPOSITS

GENERAL WAIVER

WHEREAS SPICER'S NOANK MARINA ("MARINA") IS ABOUT TO ENTER INTO A CONTRACT WITH THE UNDERSIGNED BOAT OWNER ("BOAT OWNER") WHEREIN A BOAT DESCRIBED ON THE REVERSE SIDE OF THIS SHEET ("BOAT") IS NOW OR HEREAFTER SHALL BE KEPT AT THIS MARINA AND :

WHEREAS BOAT OWNER IS AWARE THAT MARINA WILL ENTER INTO SAID AGREEMENT, ONLY IF BOAT OWNER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SAID BOAT, WHILE AT SAID MARINA OR MOORING FACILITIES AND ASSUMES ALL RISK FOR PERSONAL INJURY OR DEATH OF BOAT OWNER, HIS GUESTS, CONTRACTORS, AGENTS OR OTHER INVITEES AND ONLY IF SAID BOAT OWNER IS ADEQUATELY AND PROPERLY INSURED BY AN ALL RISK MARINE POLICY.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE UNDERSIGNED DOES BY THESE PRESENTS WAIVE AND RELINQUISH TO SAID MARINA, IT'S AGENTS, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS, ALL CLAIMS OF EVERY KIND ARISING DURING THE PERIOD OF TIME A CONTRACT IS IN EFFECT BETWEEN THE PARTIES, AS THE RESULT OF ANY LOSS OR DAMAGE TO SAID BOAT OR IT'S EQUIPMENT AND ANY PERSONAL INJURY OR DEATH SUFFERED BY BOAT OWNER, HIS GUESTS, CONTRACTORS, AGENTS OR OTHER INVITEES.

BOAT OWNER(S) FURTHER AGREES FOR HIMSELF, HIS AGENTS, SERVANTS, EMPLOYEES AND INVITEES TO INDEMNIFY AND HOLD HARMLESS SAID MARINA, FROM ALL CLAIMS AND DEMANDS ARISING OUT OF THE OWNERSHIP, USE, OR POSSESSION OF SAID BOAT OR THE MARINA'S FACILITIES.

THE TERMS AND CONDITIONS OF THIS CONTRACT INCLUDING IN PARTICULAR, CLAUSE 17, INSURANCE AND WAIVER, ARE AN INTEGRAL PART OF THIS CONTACT.

BOAT OWNER(S) CERTIFIES THAT BOTH SIDES OF THIS CONTRACT HAVE BEEN READ AND THE TERMS, CONDITIONS, AND GENERAL WAIVER SET FORTH ARE FULLY UNDERSTOOD AND ARE ACCEPTABLE.

ANY PROVISION OF THIS AGREEMENT WHICH IN ANY WAY CONTRAVENES OR IS UNENFORCEABLE UNDER APPLICABLE LAW SHALL NOT APPLY AND SHALL BE DEEMED SEPARABLE AND NOT TO BE A PART OF THIS AGREEMENT WITHOUT AFFECTING THE VALIDITY OF THE REMAINING PROVISIONS.

SIGNATURE OF OWNER (S)

DATE