

Agreement

For our mutual satisfaction and protection, I (boat owner) agree to abide by the policies and procedures of Rumery's Boat Yard (RBY), and commit to the decommissioning and commissioning work items listed below.

1. POLICY FOR ALL STORAGE BOATS

- a. Only RBY personnel, the boat owner and regular crew will be permitted to work on your vessel while in the Yard. NO outside contractors will be allowed to work on any vessel except by expressed invitation from the Yard office. An hourly fee may apply to outside contractors. Outside contractors must provide a CERTIFICATE OF INSURANCE for worker's compensation and liability coverage prior to working on RBY site.
- b. All personal and valuable items should be removed from your boat prior to storage. Material stored inside RBY's buildings is stored as a courtesy (without charge) and at the owner's sole risk.
- c. All vessels will be covered with a dust cover by RBY staff.
- d. Fuel tanks: Per NFPA codes internal gasoline tanks will be topped off & stabilized; Diesel tanks will be topped off, stabilized and a biocide added.
- e. You are allowed four days after launching to complete your commissioning. If more time is required please make arrangements with the Yard office for dock space. (Charges may apply.)
- f. **Any vessel not launched by July 1st will be subject to a summer storage fee. (See rate sheet)**
- g. **All bottom sanding and painting must be done by RBY personnel.** This is due to Department of Environment regulations imposed on boat yards in Maine
- h. **Decommissioning: For environmental reasons all vessels MUST use non-toxic antifreeze approved in advance by the Yard.** No ethylene glycol based antifreeze can be allowed.
- i. Boat owners performing their own work must keep the area around their boat clean at all times. If RBY personnel must clean-up you will be charged at the hourly rate.
- j. An environmental compliance/OSHA surcharge fee will appear on all invoices. This is necessary to offset expenses incurred in conjunction with DEP/EPA/OSHA regulations.
- k. RBY staff consultation time may be charged at the hourly rate.
- l. **Outstanding balances must be paid in full prior to launching.**
- m. All boats must be insured (liability and property coverage acceptable to RBY). Please forward a certificate of insurance to the office. If coverage lapse or are unacceptable to RBY, then on 5 days' notice, RBY at its sole option may provide insurance coverage and charge the cost of such coverage to you.
- n. All property, including boats, trailers, vehicles, vessels and gear are stored at the Yard at the sole risk of the owner. The Yard is not responsible for theft, fire, vandalism, or damage from the elements.
- o. NO FUEL TRANSFER WILL BE PERMITTED, except as performed by RBY staff.

2. Additional Policies for Inside storage vessels:

- a. As a condition of inside storage RBY will perform the following work at current labor rates:
 1. Sand and paint bottom
 2. Buff (fall) and wax (spring) hull from rail down
 3. Decommission and inspect all mechanical systems (fall);
Commission and test all mechanical systems (spring.)
 4. Unstep, inspect and store mast; step mast and tune rig.

3. Please indicate, here or on an additional sheet, any maintenance work that you would like to be performed by RBY personnel. Work ordered by December 1st will receive priority scheduling.

4. Scheduling of work and Spring Launching

Due to unpredictable weather conditions and high demand for spring deliveries, the Yard cannot guarantee launch and delivery dates. The office will accept delivery requests on a first come-first served basis. We will make every effort to deliver your boat according to your wishes.

Requested haul date: _____ Requested delivery date: _____
(pending confirmation by Yard office)

5. Terms. Inside storage fees: 50% due by September 1st and the balance is due no later than 2 January 2019.

All bills are due and payable on presentation. Owner agrees to pay a finance charge of 1-1/2% per month on all balances unpaid after 25 days from date of bill. All accounts must be paid in full prior to launching.

I agree to comply with the above terms and acknowledge that my vessel will be handled and stored at my risk. The Yard will not be responsible for theft, vandalism or damage from wind, water, fire, floods, vermin, etc. With the exception of gross negligence on the part of RBY, I waive and release all claims against Rumery's Boat Yard and Saco Bay Marine. In addition, I agree to indemnify and hold harmless Rumery's Boat Yard from all damages and liability, including third-party claims, arising out of this Agreement or out of any acts or omissions by me or my agents. My indemnity obligations include, but are not limited to reasonable attorneys' fees and costs of defense of such claims. I declare that I have adequate property and liability insurance coverage for all losses to my boat and surrounding property of others.

By storing my vessel at RBY I acknowledge that my vessel is stored according to the laws of the State of Maine, specifically Maine Marina and Boatyard Storage Act, MRSA title 10 Sec. 1381 et seq. which provides for a lien to be placed on property in cases of default or non-payment.

Signed by owner of Vessel

For Rumery's Boat Yard
Saco Bay Marine

date

date