

York Harbor Marine Service Storage License Agreement 2009 - 2010

Storage Season: Winter (10/01-5/31) Summer (6/01-9/30)

<u>Outside Storage Service</u> (per season)	<u>up to 29ft.</u>	<u>30 - 45ft.</u>
<input type="checkbox"/> Storage Only (No Handling)	\$23.00/ft.	\$23.00/ft.
<input type="checkbox"/> Storage Plus: Includes hauling, bottom wash, blocking, stands, storage, and spring launch	\$38.00/ft.	\$48.00/ft.

Storage charges do not include shrink wrap, decommissioning or commissioning services, spar handling, rigging work, removal and re-installation of gear, equipment, electronics, dinghy outboards, batteries, bottom painting or other handling not mentioned above.

Seasonal Storage Includes the Following:

- Your storage services are as indicated above.
- Storage fees are payable in full at the start of the relevant storage season.
- Winter storage begins on 10/01 and ends 5/31. Any boat remaining at YHMS after 6/15 will be charged storage only fees for the summer season (6/01-9/30) and each subsequent season.
- Spar and outboard motor storage is an additional fee if they are removed from boat and stored separately.
- Storage locations will be assigned at YHMS' discretion; boats may remain on trailer if appropriate.
- Any contractor hired to work on a stored boat must register with YHMS.
- Boat covers installed by owner must be secure and intact at all times. Tie down lines shall not be tied to stands. Adjustment or recovering by YHMS will be billed at published rates.
- The owner shall not leave any trash under or around their boat.
- When boat is launched in the spring they shall have 24 hours of dock or mooring space. Any boat remaining on YHMS dock or mooring after 24 hours shall be charged the published transient rates.
- **Pick up and delivery of a boat should be scheduled 48 hours in advance with the Service Manager.**

General YHMS Policies

- Length of boat measurements shall include all attachments and extensions, with outboard motors up.
- All bills are due and payable at the completion of the work. Bills shall be paid in full before leaving YHMS.
- All charge accounts are due and payable on 30-day terms.
- A finance charge will be added to all unpaid amounts after 30 days.
- No returns on special orders or electrical items.

Customer Name: _____ **Telephone:** _____ **Email:** _____

Mailing Address: _____

Storage charges for the period covered will be: _____ **Length x** _____ **\$/ft =** _____ **Total**

- By signing this agreement the boat owner acknowledges and accepts the Services and General YHMS Policies stated above.
- This agreement incorporates, by reference, the Marina Rules and Regulations in effect as of the date of the signing of this agreement. *A copy of the Marina Rules and Regulations is printed on the reverse side.*
- Charges for an additional season will be billed for any boat not launched or removed from YHMS by the end of the paid storage season.
- Notice is hereby given that pursuant to the Maine Marina and Boatyard Storage Act, 10 M.R.S.A. §1384 that a lien will be placed on your boat, motor or trailer to satisfy any unpaid bill of more than 60 days.

Acceptance and Approval:

I have read and agree to the conditions of this agreement and have read and agree to the services described above (*Boat owner or their representative*) _____ Date _____

York Harbor Marine Service agrees to provide the services described in this agreement.

York Harbor Marine Service - Marina Rules and Regulations

1. No advertising, soliciting or 'For Sale' signs will be permitted on any boat or elsewhere in the Marina without the consent of the Marina.
2. Boats shall be maintained in a seaworthy condition and shall not constitute a fire hazard or they will be removed from the Marina at the boat owner's expense.
3. No charcoal fires or open fires of any kind will be allowed in any part of the Marina. All cooking must be done inside the boat.
4. Boats operating near the Marina shall leave no wake.
5. No swimming, skin diving, or fishing is allowed in the Marina. No cleaning fish on Marina property.
6. Boat owners shall not store supplies, materials, accessories or debris upon floats or fingers and shall not construct thereon any lockers, chests, cabinets, steps, ramps or similar structures except with permission of the Marina management.
7. Noise shall be held to a minimum at all times. Boat owners shall use discretion in operating televisions, radios, motors, generators or bilge pumps so as not to create a nuisance. Quiet time shall be observed from 9 pm to 7 am.
8. Disorder, depredations or indecorous conduct by a boat owner, his agents, servants, invitees or guests, which in the sole judgment of the Marina might cause injury to a person or property within the Marina or would otherwise prevent other persons lawfully upon the property of the Marina or upon boats berthed or docked at the Marina from quiet and peaceful enjoyment of their presence at the Marina is prohibited.
9. Refuse and garbage shall be deposited only in receptacles provided by the Marina and not thrown overboard.
10. When a boat is tied at its berth in the Marina, occupants will use head facilities provided on shore.
11. When an owner expects to have his boat out of his berth for more than 24 hours, he shall notify YHMS. YHMS may lease any slip to other parties during any period of vacancy, and all revenues shall inhere to the Marina. Rack, dock, or winter storage space cannot be sublet by the boat owner.
12. Dock or rack space licensed to a boat owner at the time of a private sale of the vessel occupying said space, may not be transferred to the new owner of the vessel, without the written approval of Marina management.
13. No outside labor is allowed in the Marina area except by arrangement with Marina management.
14. Pets shall be kept leashed at all times and walked only in designated areas.
15. Each owner will be held responsible for damage that he may cause to other boats in the Marina or for damage to any structure. The Marina management at the expense of the boat owner may remove any boat that may sink in the Marina.
16. All bills are due and payable at the completion of the work and shall be paid in full before leaving YHMS.
17. All charge accounts are due and payable on 30-day terms; a finance charge will be added to all unpaid amounts after 30 days.
18. No return of special orders or electrical items.
19. Length of boat measurements shall include all attachments and extensions, outboard motors tilted up.
20. Parking is limited to one car per boat.
21. York Harbor Marine Service reserves the right to refuse to renew any dockage or storage contract at its sole discretion.
22. Boats can only be fueled at the fuel dock. Boats shall not be fueled from containers.
23. Winter storage ends on 5/31. Summer storage fees will be charged for any boat not launched by 6/15.
24. Notice is hereby given that pursuant to the Maine Marina and Boatyard Storage Act, 10 M.R.S.A. §1384, a lien will be placed on your boat, motor or trailer to satisfy any unpaid bill of more than 60 days.
25. Insurance coverage is the responsibility of the boat owner. YHMS assumes no responsibility for loss, theft or damage.
26. In the event of an emergency, YHMS shall have the right to, but not be obligated to, move/haul/repair or otherwise safeguard the boat, other customer's boats and YHMS property. Such actions shall be billed at YHMS' published rates.