



LADD'S LANDING MARINA

412 US Route 2 | Grand Isle, VT 05458 | 802.372.5320.phone | 802.372.5330.fax

WINTER STORAGE AGREEMENT FOR 2016-17

This AGREEMENT is entered into as of the _____ day of _____, 2016, by and between LADD'S LANDING MARINA, LLC ("LLM") of Grand Isle, VT, and

_____ (Boat "OWNER"),

Address: _____

Email _____

Phone #s - Mobile: _____ Home: _____ Work: _____

Boat Make/Length: _____ Boat Name/VT # : _____

LLM will furnish Winter Storage & Services as requested by the OWNER, as indicated on the attached and signed "Winter Storage & Services Work Request for 2016-17". The terms of this agreement are detailed below.

Boat Storage

The Boat Storage service includes haul-out in the fall, storage in LLM's boatyard for the winter season (October 1, 2016 – May 15, 2017), and launch in the spring, except where customer pays for those services separately.

- The haul and launch dates requested by the OWNER will be observed by LLM as nearly as possible, given LLM's boat hauling capacity, and as weather and other uncontrollable conditions permit.
- For boats which require a crane-day haul/launch, the OWNER agrees to have the boat prepared to be hauled/launched for the crane-day(s) determined by LLM (generally near September 15 & October 1 and May 15 & June 7 respectively, weather and resource dependent), and the OWNER agrees to pay additional associated fees if the boat is not ready for launch/haul on these days.
- Before haul-out in the fall and when if space is available and requested in advance, LLM may provide tie-up facility for up to 5 days before haul-out, after which transient berthing fees will be due at a rate of \$1.50/ft per night. LLM may move the boat for the best utilization of the slips/moorings and boats may be rafted if necessary.
- After launch in the spring, LLM is not required to provide tie-up facility for non-slip customers as a condition of this agreement. However, if requested in advance and space is available LLM may provide tie-up facility for up to 5 days from launch, after which transient berthing fees will be due at a rate of \$1.50/ft per night. LLM may move the boat for the best utilization of the slips/moorings, and boats may be rafted if necessary.
- In the event that the OWNER elects to keep his boat in storage into the next storage season (e.g., Winter season to Summer season), the unused launch will be passed to the next season for one year only. Note that the summer yard storage charge of \$20/ft will be due for boats not launched by July 1 and/or not out of the LLM boatyard for more than 30 days during the summer season (May 15 – October 1). Further, this storage agreement will serve as an ongoing storage agreement, adjusted to current LLM rates, if the boat stays in storage through future storage seasons.

- All sailboats must be stored on trailers or cradles (furnished by owner or leased from LLM). LLM reserves the right to refuse the use of any OWNER-furnished cradles or stands that LLM management feels are unsafe or inadequate and/or to repair/replace cradle or stands at OWNER's expense.

Haul-out

Prior to haul-out, the OWNER agrees to prepare the boat for hauling as follows, or to request these services be performed by LLM at LLM's standard rates:

- Holding tank pumped out
- Fresh water tank emptied
- Engine in operable condition, including starting battery (and keys / combination left with LLM)
- Fuel tank filled (7/8ths full is recommended - do not overfill)

Note that haul-out preparation charges will be assessed for a boat not prepared for haul-out. Once hauled, boats be prepared winter storage and shrinkwrap by owner, including stowing lines, fenders, bimini & canvas, sails, sheets & halyards, etc., as applicable. Also note, additional preparation charges will be assessed for a boat not prepared in the boatyard for storage/shrinkwrap at standard rates.

The OWNER understands and agrees that for protection of all LLM customers and employees, LLM may, but shall not be obligated to, address the following at the OWNER's expense:

- Fill all engine fuel tanks as necessary
- Remove any paints, thinners, solvents and dispose
- Remove any LP gas cylinders, alcohol or kerosene containers and dispose
- Remove any oily rags or other combustible items from the boat and dispose

Launch

Prior to launch, the OWNER must provide sufficient lines, fenders and other necessary tie-up gear positioned on boat for launching. The OWNER accepts full responsibility for the condition of such gear and for any damage that may result from its failure. If boat is not "springerized" through LLM, additional preparation charges may be assessed to ready the boat for operation and launch, including re-connecting and charging batteries, prepping lines & fenders, checking through hulls and seacocks, installing canvas/covers, mounting outboard, etc., as applicable.

Payment

Payment is due on a net-30 basis; a 1.5% per month (18% per annum) service charge will be imposed on any amounts not paid when due.

- NO BOATS WILL BE LAUNCHED OR REMOVED FROM THE LLM BOATYARD IN THE SPRING UNTIL FULL PAYMENT for Winter Storage and Services and other balances in arrears are received.
- In the event of unpaid Winter Storage and/or Other Services charges, boats in the yard may have a lien placed upon them and/or may be sold by LLM in cases where the bill is overdue by more than 12 months.

Boats for Sale

The OWNER understands and agrees that only signs provided by LLM may be posted on boats for sale in the LLM boatyard (or on slips/moorings). For boats not listed for sale through LLM, LLM will provide a sign which reads "FOR SALE – Inquire Within", and will give persons who inquire any provided broker/OWNER contact information. Further:

- Persons wishing to board the boat in the boatyard (or on a slip/mooring) must be accompanied by the OWNER or the broker enlisted by the OWNER. Brokers may not send prospective buyers to LLM unescorted.
- The OWNER understands and agrees that no broker or prospective buyer may board the boat in the boatyard (or on the slip/mooring) without first presenting LLM management with a valid Certificate of Insurance.
- Further, the broker must check-in at the office upon each arrival at the boatyard; an advance courtesy-call from the broker would be much appreciated. All business/visits should take place during LLM's normal business hours.

Please feel free to provide outside brokers with a copy of this agreement as necessary.

Work on Boats and Safety

The OWNER understands and agrees that he may not employ 'outside help' to do work on the boat while in storage in the LLM boatyard (or on slips/moorings) unless LLM (or its subcontractors) is unable or unwilling undertake the work. The OWNER thus agrees to seek LLM's services (or its subcontractors) before attempting to employ 'outside help'. Further:

- If 'outside help' is ultimately employed, the OWNER understands and agrees that his employed 'outside help' must present LLM management with a valid Certificate of Insurance and receive approval to do said work on the OWNER's boat from LLM management before work can commence.

When work is being done by the OWNER, or the OWNER's volunteer, or the OWNER's employed 'outside help', such work must be conducted in a manner that will not hinder or impact the work of others or create a hazard (physical or environmental).

- All work being done on the boat by the OWNER, or the OWNER's volunteer, or the OWNER's employed 'outside help' will be allowed to continue at the sole discretion of LLM management.
- All work should be done during normal business hours. Further, any of the OWNER's volunteers must be accompanied by the owner unless prior arrangement is made with LLM management.
- For general safety, no overnight use of any source of electricity is permitted on or around boats in storage in the LLM boatyard – no overnight use of heaters, fans, battery chargers, etc. OWNERS are expected to disconnect all electrical connections in the yard at the end of each day. No use of grills or other flame-producing tools or equipment is permitted in the LLM boatyard or on boats in storage at anytime.

The OWNER understands and agrees that no significant boat restoration work can be undertaken in the LLM boatyard by the OWNER without prior arrangement with LLM management. Such arrangement may include specific placement in the yard, specification of the scope and methods for the work, safety and cleanup practices, increased yard charges and/or any other requirements LLM may see fit. "Major boat restoration" includes any work beyond what is typical on a seasonal basis.

The OWNER understands and agrees that LLM makes no warranty as to condition or fitness for use with regard to ladders, platforms, walks, equipment, or other gear on its premises that may be made available to the OWNER, or the OWNER's volunteer, or the OWNER's employed 'outside help', or the OWNER's family members or guests.

Other Terms of this Agreement

Disclaimer: LLM shall not be responsible for theft, loss or damage to any items left on OWNER's boat during launch, storage or haul-out. OWNER shall fully advise LLM of any unusual or atypical underwater fittings, hull or engine configuration, instruments above and below the rail, or other conditions of the boat that could require other than the standard procedures for launch, storage, or haul out. LLM shall not be responsible for any damage to OWNER's boat resulting from the OWNER's failure to so advise, or in any way due to said unusual or atypical fittings or configurations below the waterline.

Insurance: OWNER shall maintain insurance policies covering casualty/liability AND hull coverage for the period covered under this agreement by insurers authorized to do business in the State of Vermont in amounts reasonably calculated to cover value of boat, and to cover liabilities that may be incurred by OWNER during the course of performance of this Agreement but in no amount less than \$500,000. Owner shall provide certificates of such insurance to LLM with agreement.

Indemnity: OWNER shall defend, indemnify and hold LLM, its principals, agents, employees and affiliated business entities (collectively "LLM") harmless from and against any and all claims, damages, costs, expenses (including attorney's fees and court costs) and liabilities (including settlements) brought or asserted by any third party against LLM related to, resulting from or arising out of any claim for personal injury, or property damage cause by action or inaction of OWNER or OWNER's 'outside help' (as the term is used in this Agreement), whether negligence or intentional misconduct, in the course of performance of this Agreement.

The OWNER hereby holds LLM harmless with respect to damage or loss of the OWNER's boat and/or other property by fire, theft, the elements, or other conditions or forces beyond LLM's control during, leading up to, or after launch, storage or haul-out.

I hereby understand and agree to these terms.

OWNER Signature: _____ **Date:** _____

(Please check box) – Current Insurance Certificate enclosed with this signed agreement (\$500,000 Liability minimum and HULL coverage)

OR

(Please check box) – Current Insurance Certificate was provided with 2016 Summer Berthing Agreement (\$500,000 Liability minimum and HULL coverage)