



**LADD'S LANDING MARINA**

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

# Valet Service Agreement - 2023

**Please return this signed agreement with check payment in full, prior to opening day of the season, May 15, 2023. Payment by check is appreciated, 3% service fee is assessed on payments by credit card.**

Boat OWNER: \_\_\_\_\_

Boat Make: \_\_\_\_\_ Length (LOA): \_\_\_\_\_ Beam: \_\_\_\_\_

Boat Name: \_\_\_\_\_ VT#/Reg#: \_\_\_\_\_

Trailer (make, registration#, other description): \_\_\_\_\_

Insurance carrier: \_\_\_\_\_

Street/City/State/Zip: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone #s: Mobile: \_\_\_\_\_

Home: \_\_\_\_\_

Work: \_\_\_\_\_

List all crew/persons who are authorized by OWNER to have access to the boat:

\_\_\_\_\_

## VALET RATES - 2023

For boats on their own serviceable trailer (Valet fees include boat & trailer storage in boatyard for the summer season).

VALET UNLIMITED = \$94/ft \* LOA (\$1880 min) for unlimited launch-and-hauls (same as slip fee).

VALET 6 = \$47/ft \* LOA (\$940 min for boat up to 20') for 6 launch-and-hauls

**Please note: VALET6 boats which exceed the 6 included launch-and-hauls will be "charged up" to VALET UNLIMITED for the remainder of the season, and billed accordingly.**

Note: "Valet 6" boats over-nighting on docks, please note: 2 overnights at the dock "counts" as 1 launch-and-haul OR Transient Docking fees can be paid at a nightly rate of \$2/ft (\$40/night min).

This AGREEMENT is entered into by & between \_\_\_\_\_ (Boat "OWNER") and LADD'S LANDING MARINA, LLC ("LLM") of Grand Isle, VT, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

### General terms of this agreement

As an alternative to a seasonal slip (5/15/23 - 10/1/23), Valet Services customers with a boat up to 26' on its own serviceable trailer may elect Valet Service. With AT LEAST 2 HOURS ADVANCE NOTICE BY PHONE, LLM will launch a Valet customer's boat and have it waiting at the valet dock. At the end of the day, LLM will haul the customer's boat from the valet dock and store it at the boatyard. Please note: Customer is responsible for canvas covering/uncovering of boat, as applicable.

- OWNERS are required to have necessary lines & fenders, all in good repair (no polypropylene docklines are permitted). LLM reserves the right to add/replace lines and fenders at the OWNERS' expense if necessary. OWNERS are responsible for any damage to their boats or neighboring boat(s) caused by the lack of proper lines, fenders or other tie up equipment.



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- OWNER agrees and understands that fuel may only be dispensed from LLM pumps and only at the gas dock, given licensing, insurance and environmental regulations. OWNERS may not pack-in fuel in jerry cans or by any other means to dispense into boat fuel tanks, either at the docks or in the boatyard.

### Payment

Payment is due with this completed agreement, prior to boat arriving in boatyard or Valet Service commencing for the season, unless other arrangements are made with LLM in advance. "Valet 6" customers agree to buy-up to "Valet Unlimited" for the balance of the season, after the 6 launch-and-hauls (6 roundtrips) and/or overnight-dockage-equivalents have been used. "Valet 6" and "Valet Unlimited" Service payments are non-refundable.

### 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. Potential buyers wishing to board the boat in the boatyard or on a slip/mooring must be accompanied by the OWNER/broker.

### 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, naming Ladd's Landing Marina as 'Additional Insured', and receive approval to do said work on the OWNER's boat from LLM management before work can commence. 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, to ensure that such work is conducted in a manner that will not hinder or impact the work of others or create a hazard (physical or environmental) or create an unacceptable level of disruption to other customers.

### Other Terms of this Agreement

**Disclaimer:** LLM shall not be responsible for theft, loss or damage to OWNER's boat, auto, dingy or other craft, other belongings or any items left on OWNER's boat while at the docks or anywhere on LLM property.

**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 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 this signed document.

**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 leading up to, during, or after storage, launch, haul-out, or while at docks; and except where caused by LLM's gross negligence, OWNER hereby holds LLM harmless with respect to any personal injury suffered by OWNER in the course of performance of this Agreement.

I hereby understand and agree to these terms and further agree to abide by the Rules and Regulations for customers of Ladd's Landing Marina.

OWNER Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Please check box) – Current Insurance Certificate enclosed with this signed agreement