

# Mystic Shipyard, LLC

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## 2009~2010 WINTER STORAGE AGREEMENT

Boat Name: \_\_\_\_\_ Owners Name: \_\_\_\_\_  
LOA: \_\_\_\_\_ Address: \_\_\_\_\_  
Beam: \_\_\_\_\_ City: \_\_\_\_\_  
Draft: \_\_\_\_\_ State: \_\_\_\_\_  
Manufacturer: \_\_\_\_\_ Zip: \_\_\_\_\_  
Year Built: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
Sail or Power: \_\_\_\_\_ Business Phone: \_\_\_\_\_  
Combination: \_\_\_\_\_ Cell: \_\_\_\_\_  
Key Location: \_\_\_\_\_ Fax: \_\_\_\_\_  
Boat Location: \_\_\_\_\_ E Mail: \_\_\_\_\_

Haul Date: \_\_\_\_\_ Launch Date: \_\_\_\_\_

Winter Storage Contract Period Nov 1<sup>st</sup> thru April 30<sup>th</sup>

Dockage Contract Period May 1<sup>st</sup> thru October 31<sup>st</sup>

Is your boat listed for sale with Mystic Shipyard Yacht Sales? Yes \_\_\_\_\_ No \_\_\_\_\_

Inside Storage (LOA) _____ x (Beam) _____ = Sq Ft _____	x \$ 8.50	_____
Outside Storage (LOA) _____	x \$ 38.00	_____
Wet Storage (inc.haul, block, launch 1 week max) (LOA) _____	x \$ 38.00	_____
Utility Charge for Wet Stored Boats	\$600.00	_____
Mast Storage (includes unstep & inside storage) (LOA) Boat _____	\$ 14.00	_____
Additional Masts (inc unstep & inside storage) (LOA) Boat _____	\$ 9.00	_____
Radar	\$ 100.00	_____
Roller Furling Headstay	\$ 90.00	_____
Boom Storage (Inside)	\$120.00	_____
Dinghy Storage (mark dinghy with owners name)	\$400.00	_____
Battery Storage (Group 24 and 27 only) # of Bat. _____ x	\$ 35.00	_____
Poppit Charge # of Poppits _____ x	\$ 35.00	_____
Cradle or Trailer Handling Charge	\$300.00	_____
Dinghy Outboard Storage	\$ 75.00	_____
Additional Rigging Storage Spin Pole/Gaff, etc. (each)	\$ 100.00	_____

Total Storage Charges \_\_\_\_\_  
Less 50% Deposit Enclosed By Sept 1, 2009(Mandatory) \_\_\_\_\_  
Balance of storage due will be invoiced upon haul out \_\_\_\_\_

Labor Rates: \$85 per hour (overtime at time and a half). Utility person \$70.00 per hour.  
Vessels left on land in the spring will be liable for storage charges and moving fees beginning June 1st.

### IMPORTANT NOTICE!!!

Owners are requested to remove all items of value from their vessels prior to hauling. Mystic Shipyard cannot provide storage services nor security for valuables, i.e., instruments, electronics, sails, barometers, clocks, etc. The Mystic Shipyard will attempt to remove all hull drain plugs, but it is the vessel owner's responsibility to ensure that all plugs are removed after haulout. It is also the vessel owner's responsibility to check the heads prior to hauling and pump out if necessary. The Mystic Shipyard will not check the heads unless pumpout service is requested on checklist.

**PLEASE ADVISE REGARDING CHARGING BATTERIES ON BOARD!!!! SEE CHECKLIST**

**\*\*\* REMINDERS \*\*\***

**PLEASE DO NOT REMOVE DOCK LINES OR STEERING WHEEL!!!**

**DO NOT SECURE COVER TO POPPITS!!! DO NOT SECURE LADDER TO POPPITS DUE TO BOAT MOVES!!!**

**DO NOT MOVE OR LOOSEN POPPITS !!!Owners will be billed for any necessary resecuring of cover.**

**ALL DINGHYS REMAINING AT THE MYSTIC SHIPYARD AFTER 11/01/09 WILL INCUR A \$400.00 STORAGE CHARGE!!!**

# TERMS

**Launching Dates:** Due consideration and preference will be given to Owners who have made Fall requests indicating desired launch dates and specific work to be scheduled. Late requests for change in launch date necessitating the unplanned moving of other vessels will be charged at prevailing labor rates. It is the Owner's responsibility to provide the Mystic Shipyard with the correct combination or key location. Failure to do so may result in lock being cut in order to launch vessel. **VESSELS NOT TO BE DOCKED OR MOORED AT MYSTIC SHIPYARD MUST BE PICKED UP WITHIN 7 DAYS OF LAUNCH DATE OR TRANSIENT RATES WILL PREVAIL.**

**Work on Vessels:** Owners may work on their vessel (outside of sheds), but are fully liable for damage to other vessels, to Yard property, and the environment. No overnight plug in during storage period on land or unattended plug in. No heaters will be permitted on boat while unattended or overnight. **Only Mystic Shipyard Personnel or approved contractors will be allowed to work on vessels stored.** *The Yard reserves the right to prevent or stop any work being performed or equipment being used by a vessel owner or outside contractor that is hazardous or disruptive to other Tenants. All outside contractors must be Yard approved, insured and work through the Yard.*

**Outside Contractors:** Outside contractors may not undertake any work on vessels in the Shipyard without the prior approval of the Shipyard. The contractor must provide evidence of liability insurance equal to \$3,000,000 and adequate worker's compensation and/or disability coverage. The Shipyard reserves the right to stop any contractor from work that is harmful to the environment or disruptive to other Tenants.

**Responsibility:** The granting of any storage space, launching service, mooring, slip or dock space, tie-up privilege, towing, hauling, or moving, afloat or ashore, or any service whatsoever granted by the Yard shall be accepted with the distinct understanding, and the Owner hereby agrees, that neither the Yard nor any of its directors, officers, shareholders, employees, or agents assume any responsibility whatsoever for the safety of any vessel at the Shipyard, either ashore or moored in the vessel basin or adjoining waters or during launching, hauling or lifting operations, and none of them shall be liable to the Owner or any person claiming by, through, or under him for fire, theft, or any damage whatsoever to any such vessel, its equipment, or any property or the person of the Owner, his family, employees, guests, or invitees however caused.

The Owner agrees that neither he, nor his family, employees, agents, guests or invitees will use staging / ladders or other equipment which is the property of the Yard. The Owner hereby releases the Yard and its agents, directors, officers, shareholders and employees from any and all claims actions, judgements, costs and expenses which the Owner at any time may have for damage to the property of and/or injuries to the owner, his family, employees, agents, guests or invitees. In addition, the owner agrees to indemnify and hold harmless the Yard and its agents, directors, officers, shareholders and employees against any and all liability, loss, damages, claims, suits, judgements, costs and expenses, including attorneys fees, resulting from and arising out of property damage and/or personal injuries caused by the Owner, his family, employees, agents, guests or invitees.

The Owner agrees that any granting of storage space and launching service shall constitute a rental of space only. No bailment of any kind is intended or created either expressed or implied. The Owner further agrees that all risk or loss, damage or destruction of said vessel, its equipment, or other property of the Owner shall at all times be borne by the Owner.

No terms or conditions herein may be changed or modified unless in writing, signed by the Parties.

**A 50% DEPOSIT OF ALL STORAGE FEES IS REQUIRED WITH THIS CONTRACT.  
THE BALANCE OF STORAGE FEES WILL BE INVOICED TO YOU UPON HAUL OF THE VESSEL.  
ALL INVOICES ARE DUE IMMEDIATELY UPON RECEIPT.**

Also, please sign 2009 Decommissioning Checklist and Service Work Checklist.

<p><b>MYSTIC SHIPYARD WILL NOT LAUNCH ANY VESSEL UNLESS BATTERIES AND DOCKLINES ARE ON BOARD; STEERING AND ENGINE ARE OPERATIONAL; AND THE BILGE PUMP IS IN WORKING ORDER.</b></p>
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**CREDIT INFORMATION: MASTERCARD  VISA  DISCOVER  CHECK ENCLOSED**

\_\_\_\_\_  
Three Digit Security Code \_\_\_\_\_ Expiration Date \_\_\_\_/\_\_\_\_

I HAVE READ THE FOREGOING AND ACCEPT ALL TERMS AND CONDITIONS.

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Date