

Manhasset Bay Shipyard, Inc.
451 Main Street
Port Washington, NY 11050
Phone 516-767-7447 Fax 516-767-2076 E-Mail mbshipyard@aol.com
2017-2018 WINTER STORAGE AGREEMENT

Owner's Name _____ (referred to herein as "Customer or "Owner").

Home Address _____
Street

_____ City State Zip

Telephone _____
Home Business Mobile

Fax _____ E-Mail _____

Boat Name _____ Sail _____ Power _____ Year Built _____

Cabin Lock: Key _____ (Please Provide) Combo _____

Boat Make _____ Engine Make _____ Fuel Tank Size _____ gallons

Measurements _____
(Feet/Inches) Length Beam Draft

Registration number _____ Documentation number _____

*** (Please attach a photocopy of Registration or Documentation papers).

Insurance Co. _____ Policy No. _____ Expiration date _____

Current Mooring Location _____
Club or Facility Bouy #

Owner Will Deliver _____ Please Pick Up _____ There is no charge to pick up vessels in Manhasset Bay

REQUIRED CREDIT CARD INFORMATION

VISA/MC # _____ Expiration _____

The 60% deposit will be applied to the above credit card if this contract is not accompanied by a check

Your credit card will not be used for any other charges without your specific authorization unless your account with Manhasset Bay Shipyard, Inc. ("Shipyard" or "MBSY" herein) has not been paid within 60 days from the billing date.

In which case, you authorize Shipyard as follows:

I authorize Shipyard to charge the credit card above for ALL charges incurred in the event that my Shipyard account has not been paid within 60 days from the billing date. I agree to notify the Shipyard of any changes within 10 days of said changes and to notify the office if the credit card on file is no longer valid and will provide a new card within the current billing cycle.

AUTHORIZED SIGNATURE: _____ Date: _____

Please use my credit card for the 60% deposit Enclosed is my check for the 60% deposit
**PLEASE SEND YOUR CONTRACT IN EARLY and PLEASE DO NOT DELAY HAULING.
PLEASE COMPLETE WORK REQUEST FORM ON PAGE 2.**

If you anticipate launching very early (before second week of May) please inform us so that we may accommodate you when we haul your boat. If you ask to be launched early and are not ready by the date you request, we will bill you for moving your boat in order to launch others (approximately \$250).

Please confirm that your mooring or slip will be available prior to requesting a launch date.

REQUESTED HAUL DATE: AFTER (Date) _____

After November 27, 2017 an additional \$100 charge will apply.

For Office Use Date Contract Received _____ Deposit _____ **page 1**

Winter storage rates include hauling, washing, blocking, storing and launching. Boats that require backstay removal for hauling/launching will be charged at time and materials. Boats will be blocked according to ABYC standards. Owners desiring additional stands will be charged \$35/stand.

	Initial	SPECIFY WORK TO BE PERFORMED	Cost x Length=	Your Charge
Storage		*Outside 16 ft to 23 ft	\$53.40	
		*Outside 24 ft to 30 ft	\$58.85	
		*Outside 31 ft and over	\$60.20	
		Outside (no haul/no launch)	\$51.50	
		Inside (limited) Butler Building/Large Hoop House	\$87.55	
		Hoop House (4 boats) 25 ft or less	\$72.65	
		Leave Mast Up	Add \$2.80/ft	
		Dinghies 12 ft and under	\$260	
		Blue Jays, Lasers, 420's, etc.	\$335.00	
			Subtotal	
			NY State Sales tax at 8.625%	
Mast and Rigging		Unstepping/Decommissioning/Inspecting	Time & Materials	
		Storage - Length of Mast	\$4.00/ft	
		Removal of backstay if needed to haul	\$85	
Winterize		Inboard or outboard engines/outdrives	Time & Materials	
		Fuel Tank	Time & Materials	
		Operating Systems (water/head/A/C/generator)	Time & Materials	
		Remove/store/re-install battery	Time & Materials	
Shrinkwrap		Boats with Beam up to 8 1/2 ft	\$14.50/ft of material	
		Boats with Beam 8 1/2 ft to 10 ft	\$15.50/ft of material	
		Boats with Beam 10 ft to 12 ft	\$16.50/ft of material	
		Boats with Beam over 12 ft	\$17.75/ft of material	
		Provide/Install zipper door	Time & Material	
Cover		Frame & cover using owner's cover	Time & Material	
Paint		Owners Bottom Paint Handling Charge	\$50	

Special Instructions: _____

*Measured boat length includes bowsprits, swim platforms and anything else appended to the hull. All calculations are based on this boat length. All measurements of 6 inches or more will be at the next higher foot. Mast and spar related charges are based on mast length.

60% deposit required with contract (check or Visa/Master Card). No contracts will be processed or work scheduled unless the contract is filled out completely, signed and delivered to the Shipyard with the deposit payment, and valid credit information is provided to the Shipyard. No telephone reservations are permitted nor will they be accepted.

LABOR RATE: \$110/man hour (mechanical/skilled) \$80/man hour (general labor) Call office for details.

GENERAL AGREEMENT

I have read and agree to the terms and conditions of this contract, including all policies and procedures detailed in the following initialed pages. I understand that this winter storage agreement ends on May 31, 2018. Boats in the Shipyard as of June 1, 2018 are subject to summer storage charges. Boats staying for the summer are required to have a Summer Storage Agreement on file with the Shipyard's office.

I understand that 60% of the storage fee is due with this contract and the balance is due January 1, 2018. I further understand that launching in the spring is predicated on **FULL** payment of all storage and Shipyard charges.

Required Signature

**Accepted by _____ Date _____ page 2

**MANHASSET BAY SHIPSHIPYARD
POLICIES AND STORAGE PROCEDURES**

OWNER RESPONSIBILITIES

- **HAUL DATES:** Owners must indicate requested haul date upon submission of their contract to accommodate Shipyard placement. Haul dates for a given week will be taken on a first-come, first-served basis. Boats arriving before their scheduled haul week may be charged a mooring fee if they cannot be accommodated.
- **KEYS:** Owner must provide MBSY with a full set of keys and/or lock combination prior to hauling date. No access to fenders and dock lines – **NO LAUNCH.**
- **HOLDING TANKS** must be pumped clean by owner prior to hauling.
- **DRAIN PLUGS:** Drain plug removal and replacement is the responsibility of the owner.
- **SAILS:** Jibs must be removed before the boat is hauled or customer will be charged a minimum of \$75.00. Other sails and covers left on are done so at the owner's risk.
- **PERSONAL PROPERTY:** All property is left at owner's risk. MBSY suggests owner remove all personal property and valuable loose equipment prior to haul date.
- **INSURANCE:** All boat owners must maintain property damage and personal liability insurance and provide MBSY with that information. **The Shipyard is not responsible for fire, theft, storm, and flood or ice damage. The owner explicitly agrees to hold the Shipyard harmless in the event of such occurrences, including theft of propellers, outdrives, outboards and electronic equipment.** In the event of a storm, and the Shipyard finds it necessary to pump out boats or reattach cover lines, the labor for such service will be charged to the boat owner: minimum 1 hour per man.
- **INSPECTIONS:** Owner agrees to check boat, lines, covers, etc. during storage period and to be responsible for their maintenance and repair, informing Shipyard manager if corrective action is to be taken by MBSY.
- **DAMAGE** caused by the actions of the owner will be the sole responsibility of that owner.
- **LEAKS:** Shipyard is not responsible for leaking boats before hauling, during storage and after launching. A boat that must be pumped or re-hauled is at owner's expense.
- **PAINTING:** In order to comply with **NY State law**, the Shipyard requires that the qualified Shipyard personnel apply bottom paint. **Touching up is painting!!!** See the Shipyard Manager for pricing. Customers are not permitted to sand their boat bottoms. **Customers supplying their own paint will be charged a \$50 handling fee**
- **CLEANLINESS: Area around boat must be kept clean.** Waste materials of any nature must be picked up and properly disposed of. If an owner or outside contractor fails to properly dispose of their waste, the cost of any cleanup or waste disposal will be charged to owner.
- **LADDERS:** The owner must provide their own ladder when working on their boat. **Ladders are NOT to be locked to jack stand chains nor the Owner's boat.** The Shipyard is not responsible for your ladder. If we need to move your ladder the lock will be cut.

Date _____

Initial _____

Boat Name _____

- **ABANDONMENT:** The owner of any boat abandoned in the Shipyard is responsible for the cost of removal or disposal of same. A boat will be considered “abandoned” if storage charges have remained unpaid for more than one year.
- **LIVING OR SLEEPING ABOARD BOAT:** Under no circumstance is living or sleeping aboard a boat permitted in the Shipyard.

SAFETY

- **POPPITS:** MBSY and the manufacturer of the jack stands **do not recommend** storing boats with masts in. By signing this contract, Owner agrees to indemnify and hold the Shipyard harmless from any and all claims arising from the storage of boats with masts upright, in the event of an accident.
- **FIRE PREVENTION:** Electrical cords may not be left plugged in and unattended overnight during winter storage. Open flames are prohibited. Burning of paint or running of engines is not allowed. We recommend that you to fill up diesel tanks to prevent condensation. Please remove or empty gasoline tanks to reduce fire hazard.
- **COVERS:** Covers must NOT be tied to jack stands under any circumstances because wind action on covers may dislodge jack stands. Covers tied to jack stands will be retied and a charge for same billed.
- **SHIPYARD EMPLOYEES** cannot accept or schedule any work. Please schedule **ALL** work through the Shipyard Office.

OUTSIDE CONTRACTORS

All contractors, service organizations or individuals (“Contractors”) are required to sign in at the Shipyard’s office upon commencing work at the Shipyard, and to sign out upon completion of their work. Contractors shall provide the Shipyard with a Certificate of Worker’s Compensation, and a Certificate of Liability insurance coverage of no less than one million (\$1,000,000) dollars. No contractor shall be permitted to undertake any work at the Shipyard or on boats located in the Shipyard or its dock without the prior written approval, and such approval will not be granted unless the proper Certificates have been provided to the Shipyard.

- **SURCHARGE:** To defray MBSY’s administrative and overhead costs, all **labor** charges for services and work performed by Contractors will be subject to a 20% surcharge by MBSY. Customer is required to provide MBSY with a copy of a third party provider’s bill and 20% surcharge payment within two weeks of receipt of the bill. If Customer does not provide such information, then MBSY is deemed authorized by the owner to contact the third party provider for a copy of its bill and shall bill Customer the 20% surcharge. Customer acknowledges that Shipyard will not launch his/her boat unless the surcharge payment is paid to Shipyard beforehand.

PAYMENT

- **ALL ACCOUNTS MUST BE SETTLED BEFORE BOATS ARE LAUNCHED OR REMOVED. Boats 90 days in arrears are subject to being liened and owners will be responsible for all lien fees. Owners must have a valid and current credit card on file.**
- **BILLING:** Invoices are sent as work is done and are **due when rendered.** Statements for unpaid balances are mailed monthly. A finance charge of 1.5% per month will be added to all balances over 30 days. Past due charges are a lien against the boat, her tackle and equipment and notwithstanding anything in the law to the contrary, shall continue to be a lien until such obligation is fully paid. The cost of collection of any money due to the Shipyard, including but not limited to attorney and marshal’s fees, will be added to invoices and paid by Owner as well.
- **MEANS OF PAYMENT:** The Shipyard accepts personal checks, and both Visa and MasterCard. NO CASH will be accepted under any circumstances. Returned check charges will be paid by Customary.

Date _____ Initial _____ Boat Name _____

- **WASTE OIL DISPOSAL FEE:** The Shipyard shall have the right to charge a \$5.00 waste oil disposal fee for each engine in or on a Customer's boat upon which the Shipyard performs work or services that require the removal of oil therefrom.
- **DISPUTE RESOLUTION:** The Customer acknowledges that the withholding of payment shall not be an acceptable form of dispute resolution. In the event that the Owner and Shipyard are unable to agree on the amount due for work performed or services, such disagreement shall be settled as follows: Any complaint about the quality, adequacy or totality of work performed shall obligate the Shipyard to nothing more than the correcting of such validly demonstrated defects at no additional cost to the Customer. Any claim of unreasonable charges shall entitle the Customer solely to a detailed written and itemized accounting of the charges. In the event that the Boat has left the Shipyard, the Customer accepts full financial responsibility for returning it to the Shipyard for complaints to be assessed and repairs, if any, to be made. In cases in which work is performed by another company to repair an alleged inadequacy of the Shipyard's work, excluding repairs that are immediately necessary to the safety and welfare of the Boat, that work shall indisputably release the Shipyard from any obligation to correct or discount the work initially performed.
- **ABSENCE OF SECURITY:** This contract contains no provision or obligation for the providing of on-site security, guard service or surveillance by the Shipyard. Owner agrees that the Shipyard shall not be liable for any theft or vandalism or other criminal acts taking place on the Shipyard property.
- **CONDITION OF BOAT:** By signing this contract, the Customer represents that the boat stored is seaworthy and safe to be worked on by the Shipyard's employees, unless specifically stated otherwise in this contract and initialed by Shipyard staff. The Customer and the boat will be liable to the Shipyard for any loss, damage or injuries attributable to any such causes not disclosed and that were not reasonably foreseeable by nature of the work involved.
- **USE OF TORCHES AND TARPS IS PROHIBITED.** The use of torches or open flame is prohibited at all times. Power tools, torches, inflammables, toxic removers or heating equipment of any description and the use of electric outlets for power tools, battery chargers, air conditioners, freezers, refrigerators, heaters, stoves, etc. is prohibited without written permission first being received by Customer from the Shipyard. Additionally, the use of tarps to cover boats that are not stored on trailers is prohibited.
- **WHEN BOAT IS IN DANGER:** If the boat is in danger as defined below, the Customer hereby authorizes the Shipyard to take reasonable and appropriate actions, at the Customer's expense, to mitigate the danger. A boat shall be deemed to be in danger when it poses a threat of sinking, burning, capsizing, causing a hazard to navigation, causing unlawful pollution, causing damage to Shipyard property or that of other Shipyard customers, or if, in the Shipyard's judgment, the boat poses any similar threat. The Customer agrees to be bound by the Shipyard's actions and shall be fully responsible for related expenses incurred.
- **GENERAL PROVISIONS:** This Agreement constitutes the entire agreement between the parties and shall be binding upon their heirs, successors and assignees. Any modification of this Agreement must be in a writing signed by both parties. Any and all representations made by the parties, to the contrary notwithstanding, are fully merged herein. The paragraph headings used in this Agreement are for convenience only and have no substantive effect.

Any violation of the above rules and conditions of the Shipyard by the Customer shall, at the Shipyard's discretion, result in the cancellation of this contract upon ten (10) days' notice, and the Customer shall forthwith remove his boat. If the boat has not been removed within said period, the Shipyard will begin formal legal proceedings to facilitate said removal. Owner shall be responsible for all legal and eviction costs.

Manhasset Bay Yacht Club is a private, member's only club. No Shipyard customers are to enter its premises without permission from the Yacht Club Manager.

Date _____ Initial _____ Boat Name _____