Norwalk Cove Marina, Inc.

MARINE RADIO Fuel Dock VHF9 Dockmaster VHF72 48 Calf Pasture Beach Road • East Norwalk, CT 06855 A FULL SERVICE MARINA AND REPAIR FACILITY

WINTER STORAGE CONTRACT (2016-2017)

(TO BE COMPLETED IN FULL)

MAIN NUMBER Phone: 203-838-2326 Fax: 203-838-9756

ACCOUNTING Phone: 203-857-4259 Fax: 203-838-9756

Payment: ____

SHIPS STORE Fax: 203-838-7603

SERVICE DEPARTMENT Phone: 203-838-7600 Phone: 203-838-3681 Fax: 203-838-6810

DOCKMASTER Phone: 203-838-5899 Fax: 203-853-8168

| CITY: STATE: ZIP. DAYTIME TEL: HOME TEL: CELL: EMAIL: FAX: HAULING WEEK KEY LOCATION COMBO# BOAT INFORMATION VESSEL NAME WOOD/GLASS/OTHER POWER/SAIL MAKE/MODEL YEAR LENGTH OVERALL BEAM DRAFT REG/DOC# ENGINE INFORMATION MAKE MODEL ENGINE YEAR SERIAL #(S): PORT STBD CENTER PAYMENT TERMS: DUE IN FULL WITH CONTRACT NO REFUNDS AFTER NOVEMBER 20TH. CANCELLATIONS SUBJECT TO \$150.00 FEE. DRY STORAGE VESSELS 20' OR LARGER BEAM WILL BE 1 1/2 TIMES THE RATE. OUTSIDE DRY STORAGE (includes haul out, bottom washing, blocking, launch and disposal of bottom washing water). \$67.00/ft OUTSIDE DRY STORAGE (includes haul out, bottom washing, blocking, launch and disposal of bottom washing water). \$59.00/ft OUTSIDE DRY STORAGE (Nov. 1 - Apr. 15) (plus electric - a valid credit card must be on file for electric billing). \$45.00/ft VESSEL ON OWNERS TRAILER (without services). \$43.00/ft | OWNER: | A | OWNER INFOR | = ' ' | | |
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| | Owner Signature | White - Service Office | Yellow - Accounting | Pink - Service Office | | |
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Initials: _____ Amount Due: ____

Winter Land Storage: Season is October 15th to April 15th. (Electricity may be metered)

Winter Storage Dry with Mast-In: Owner agrees that Norwalk Cove Marina, Inc. will not be held responsible for any damages due to this type of storage, whatsoever. (Do not tie covers to poppits.) All sails must be removed before hauling. Wet Winter Storage: Electricity may be metered. The wet storage season runs from November 1st to April 15th. Owners are required to have the Service Department winterize all in-water seacocks. Seasonal wet storage customers are required to depart by April 15th. It is the owners responsibility to make arrangements with the Dockmaster, if otherwise. Vessels not under Summer contract will be charged at the transient rate of \$2.50/ft. per day plus electricity. Full payment is due with the return of this contract and prior to the vessel occupying a slip.

General Yard Rules and Terms of Agreement

1. Prior to hauling, owner agrees to leave keys or combination with Yard.

2. No outside labor is permitted unless the Yard's permission is obtained in advance. Outside contractors shall:

1) check in with Yard office 2) provide insurance certificate, and 3) sign in/out each day.

3. All vessel owners agree to carry Hull (i.e. fair market value of the vessel) and liability (i.e., a minimum of \$300,000.00 insurance for pleasure and \$1,000,000.00 for commercial insurance). Proof of insurance is to be provided prior to hauling. Owner agrees that the yard will not be held liable for damages due to fire, storm, theft, wind, ice, acts of God, outside labor, or the work of independent contractors and waives any claim for the same. Each vessel and its owner will be held responsible for damage caused to other vessels and/or the yard.

4. Bills will be mailed monthly and are due when received. When the balance of any account remains unpaid beyond 30 days, the owner agrees that all work will be halted and will not resume until the account is paid in full. A service fee of 1.5% per month will be added to balances 30 days past due. All bills must be paid in full before summer slip

contracts are accepted or slips are reserved, and prior to a vessel being launched.

No adjustments will be made on invoices that are 30 days past bill date. It is the owner's responsibility to ensure that their account is current. During the commissioning season preference will be given to those owners who have kept their accounts current. All charges shall be a lien against the vessel, and will continue to be deemed so until those obligations are paid in full. If bill is not paid within 30 days, the Yard may return the Boat to Norwalk Cove Marina, Inc. and haul the vessel, at the vessel owner's expense.

5. The Summer season runs from April 15th to October 15th. Vessels will be moved at the owner's risk and expense from parking areas to storage areas at a rate of \$2.50/ft. If they remain on land until September 1st and arrangements are not made with the Yard, upon written notice to the tenant at their last contract address, the said

vessel shall revert to Norwalk Cove Marine, Inc.

6. To prevent the possibility of fire, no electric cords may be left plugged in during winter storage, no electric heaters or open flames are allowed for any reason.

7. Do not tie winter covers to poppits or blocking because of the danger of dislodgement.

8. The owner is required to keep the area around the vessel clean and free from any debris. No storage permitted around or under the vessels. The Yard may clean the area at the vessel owner's expense.

9. Vessels without Cove Summer Contracts will incur additional storage charges if not launched by June 15th.

10. After a vessel that does not have a summer contract (i.e. berth) with the marina is launched in the spring, it will be allowed free dock space until the following weekend, or three days; whichever is greater. Thereafter the transient rate of \$2.50/ft. per day will be charged.

11. The display of any sign on/in a vessel which is in the Yard is prohibited unless prior written permission has been

received from the Yard.

12. No work may be performed or vessels plugged in on land after 4:30 pm during the months of Dec., Jan., and Feb.

13. For safety and security, nobody should be on land-stored vessels after 4:30 pm during the months of Dec., Jan., and Feb.

<u>Jurisdiction</u>

The parties agree that any dispute and/or claims of whatsoever nature arising between the parties hereto shall be resolved exclusively in the United States District Court, District of Connecticut, sitting in Admiralty and that should any party have a right to a jury trial it is hereby waived. Additionally, the owner agrees to hold harmless and indemnify the Norwalk Cove Marina, Inc. for any claims of whatever nature, including negligence, which may be brought against the Norwalk Cove Marina, Inc. as a result of the vessel and/or its owners presence in the Yard, which relate in any manner to this agreement, including but not limited to guests brought on the premises by the owner.

Collection

The owner agrees that should they default on their obligation under this agreement that Norwalk Cove Marina, Inc. shall be entitled to its reasonable costs of collection, including attorneys fees, plus interest at 18% per annum.

Changes to Agreement Required to be in Writing

The terms of this agreement may not be altered in any manner unless in writing signed by both parties. Should any of the provisions of this agreement be held to be invalid, it is agreed that the remaining provisions hereto shall have full force and effect.