

Manhasset Bay Shipyard, Inc
451 Main Street
Port Washington, NY 11050
Phone 516-767-7447 Fax 516-767-3760

2011-2012 WINTER STORAGE AGREEMENT

Owner's Name _____

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).

Current Mooring Location _____
Club or Facility _____ Bouy # _____

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

VISA/MC # _____ Expiration _____

The 60% deposit will be applied to your credit card on file if this contract is not accompanied by a check or different credit card number.

PLEASE SEND YOU 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 in early and don't do so 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 22 an additional \$100 charge will apply

For Office Use Date Contract Received _____ Deposit _____

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	\$50.30	
		Outside 24 ft to 30 ft	\$55.40	
		Outside 31 ft and over	\$56.75	
		Outside (no haul/no launch)	\$40.00	
		Inside (limited) Butler Building	\$80.70	
		Hoop House (4 boats) 25 ft or less	\$68.50	
		Leave Mast Up	Add \$2.60/ft	
		Dinghies 12 ft and under	\$240.00	
		Blue Jays, Lasers, 420's, etc.	\$300.00	
			Subtotal	
			NY State Sales tax at 8.625%	
Mast and Rigging		Storage - Length of Mast	\$3.70/ft	
		Unstepping/Decommissioning	Time & Materials	
		Service Furling Gear	Time & Materials	
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	

Special Instructions: _____

*Measured boat length includes bowsprits, swim platforms and anything else that overhangs 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 deposit is enclosed. NO telephone reservations.

LABOR RATE: \$100/man hour (mechanical/skilled) \$70/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 2 pages. I understand that this winter storage agreement ends on May 31, 2012. After May 31, any boats in the yard that are not scheduled for a launch date or repair and maintenance work will be billed for summer storage.

I understand that 60% of the storage fee is due with this contract and the balance is due January 1, 2012. I further understand that launching in the spring is predicated on **FULL** payment of all storage and Shipyard charges.

****Required Signature**

****Accepted by _____ Date _____**

MANHASSET BAY SHIPYARD (MBSY)

POLICIES AND STORAGE PROCEDURES

OWNER RESPONSIBILITIES

- **HAUL DATES:** Owners must indicate requested haul date upon submission of their contract to accommodate yard 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.
- **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 \$50.00. 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 yard is not responsible for fire, theft, storm, and flood or ice damage. The owner explicitly agrees to hold the yard harmless in the event of such occurrences, including theft of propellers, outdrives, outboards and electronic equipment.** In the event of a storm, and the yard 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 yard 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:** Yard is not responsible for leaking boats before hauling, during storage and after launching. Boats that must be pumped or re-hauled is at owner's expense.
- **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 should be stored under the boat, **locked to a cross chain.** Ladders are NOT to be locked to jack stands. The Shipyard is not responsible for your ladder. If we need to move your ladder the lock will be cut.
- **ABANDONMENT:** The owner of any boat abandoned in the Yard 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.
- **PAINTING:** In order to comply with **NY State law** Manhasset Bay Shipyard requires that the qualified Shipyard personnel apply bottom paint. **Touching up is painting!!!** See the Yard Manager for pricing.

Date _____ Initial _____ Boat Name _____

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SAFETY

- **POPPITS:** MBSY and the manufacturer of the jack stands **do not recommend** storing boats with masts in. By signing this contract, the owner agrees to hold MBSY harmless 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 you to fill up diesel tanks to prevent condensation. Please remove or empty gasoline tanks to reduce fire hazard.
- **COVERS** must NOT be tied to jack stands under any circumstances. (Wind action on covers can dislodge jack stands). Covers tied to stands will be removed and a charge for same billed.
- **YARD EMPLOYEES** cannot accept or schedule any work. Please schedule **ALL** work through the Shipyard Office.

OUTSIDE CONTRACTORS

- **NO OUTSIDE CONTRACTORS WILL BE PERMITTED WITHOUT PRIOR PERMISSION FROM THE SHIPYARD MANAGER. Call Office for details.**
- **SPECIALIZED WORK:** The Shipyard has increased capabilities this year to perform mechanical, electrical, and electronic work. If other services are required, the MBSY staff will be pleased to assist you in selecting contractors and service providers.
- **REGISTRATION:** All outside persons hired to perform work or services at the Shipyard by an owner must register each job at the Shipyard Office, identifying each vessel and owner for whom they are working and the nature of the work. No outside personnel will be permitted to begin any work without providing evidence of required workman's compensation and liability insurance.
- **SURCHARGE:** To defray MBSY's administrative and overhead costs, all **labor** charges for services and work performed by third party providers will be subject to a 20% surcharge by MBSY. The boat owner is responsible for payment to MBSY of the surcharge.

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 credit card on file and sign the Credit Card Authorization Form allowing charging to card on balances over 60 days.**
- **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 vessel, her tackle and equipment and not withstanding 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 Yard, including but not limited to attorney and marshal's fees, will be added.
- **QUESTIONS OR DISPUTES:** Must be submitted in writing within ten days of bill receipt. Undisputed portions of bill shall be paid, which will not constitute a waiver of the objection.
- **MEANS OF PAYMENT:** MBSY accepts personal checks, and both Visa and Master Card. NO CASH will be accepted under any circumstances. Returned check charges will be customer's responsibility.

Date _____ Initial _____ Boat Name _____