***2020/2021 STORAGE AND SERVICES AGREEMENT***

***Customer Information***

|  |  |
| --- | --- |
| Name: | Email: |
| Address: | |
| Phone: | Fax: |
| Key Location / Combo: | Expected Haul Date: |

***Boat Information***

|  |  |  |  |
| --- | --- | --- | --- |
| Boat Name: | | Boat Type: | |
| Manufacturer: | | Serial Number: | |
| Length: | Beam: | Draft: | Disp: |
| Reg #: | Year: | Trailer Y/N: | |
| Insurance Co.: | | Declared Value: | |

***Mechanical Information***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Engine 1: | Mfg: | HP: | Model: | Serial: | Year: |
| Engine 2: | Mfg: | HP: | Model: | Serial: | Year: |

***Haul Information***

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Arrival Date: | ☐ | Haul | ☐ | Berth Assigned: | ☐ | Hull Work |
| Haul Date: | ☐ | Pressure Wash | ☐ | Yard Position Assigned: | ☐ | Waiting for Parts |
| Est. Launch Date: | ☐ | Blocking Plan / Lifting Strap Location on file | | | | |

***Maintenance Requirements***

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| ☐ | Decommission All Systems | ☐ | Storage Prep & Wash | ☐ | Freshwater Services | ☐ | Head Services |
| ☐ | Winterize Main Engine | ☐ | Batteries | ☐ | Steering | ☐ | Seacocks |
| ☐ | Genset Decommission | ☐ | Oil, Oil & Fuel Filters | ☐ | Thru-hulls & Seacocks | ☐ | Fluid Analysis |

***Rigging Info***

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Mast Length: | | ☐ | Sm. Storage Locker | ☐ | Mast Storage | ☐ | Mast Unstep | ☐ | Sail Service / Cleaning |
| ☐ | Roller Furler Storage | ☐ | Lg. Storage Locker | ☐ | Boom Storage | ☐ | Rig Inspection | ☐ | Canvas Service |
| ☐ | Remove Boom | ☐ | Disconnect Electrical | ☐ | Radar Storage |  |  |  |  |

***Storage Information***

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Est. Launch Date: | | ☐ | Summer | ☐ | Winter | ☐ | Inside Heated | ☐ | Inside Cold | ☐ | Outside |
| ☐ | Power Requirement | ☐ | Mast Up | ☐ | Dinghy | ☐ | Outboard | ☐ | Trailer | | |

***In-storage Services***

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| ☐ | Buff & Wax Hull | ☐ | Buff & Wax Topsides | ☐ | Exterior Varnish | ☐ | Clean Teak Decks |
| ☐ | Bottom Paint | ☐ | Replace Zincs | ☐ | Service Steering | ☐ | Service Sail Drive |
| ☐ | Service Seacocks | ☐ | Service Winches | ☐ | Service Windlass | ☐ | Shrinkwrap |
| ☐ | Other: |  |  |  |  |  |  |

***Fine Print:***

1. **Premises and Use:** Portland Shipyard / Portland Yacht Services (“PYS”) hereby agrees to store Vessel on Property that is owned or controlled and occupied by PYS, for the purpose of servicing and storing boats and ships. The Parties expressly agree that this is a service contract and not a lease. This agreement shall not create a property interest in any land, building, residence, or any other form of real estate.
2. **Term:** This agreement is for the current season only, which is commences on October 15, 2020 and ends on May 15, 2021. Space availability for the current season does not guarantee availability for successive seasons. In the event the Vessel(s) is not removed from the facility by the last day of the current season, the next season’s fees will be applied.
3. **Fees and Paymen**t: On or before October 1, 2020, Owner shall pay to PYS, in advance, the amount of $\_\_\_\_\_\_\_\_\_ for storage of the Vessel (the “Storage Fee”). In addition to the Storage Fee, payment for any labor, materials, consultation, or any other fees (collectively “Fees”) are due upon receipt of an invoice unless other terms are expressly provided in writing. Any balance not paid within 30 days or within the terms of the invoice will be assessed a late fee of 1.5% compounding per month. OWNER EXPRESSLY GRANTS PYS THE RIGHT TO REFUSE TO LAUNCH OR OTHERWISE RELEASE THE VESSEL TO OWNER OR ANY OTHER THIRD PARTY UNTIL ALL FEES ARE PAID IN FULL, INCLUDING FEES GENERATED PURSUANT TO PARAGRAPH 5. ANY LAUNCH OR RELEASE OF THE VESSEL WITHOUT PAYMENT IN FULL OF ALL FEES SHALL NOT BE DEEMED A WAIVER OF ANY RIGHT OF PYS TO COLLECT FEES UNDER THIS AGREEMENT OR ANY OTHER STATE OR FEDERAL LAW.
4. **Facility Rules:** Additional rules concerning the use of the facility and other PYS-owned Property by Owner, and guests may be established and posted by PYS (“Facility Rules”). The Facility Rules also include the PYS Environmental Agreement. Owner hereby agrees to abide by the Facility Rules. The Facility Rules may be amended from time to time at the sole discretion of PYS. Owner further agrees to make best efforts to ensure employees, invitees, family members and guests adhere to the Facility Rules. Owner agrees to be held responsible in the event Owner’s agents, family members, or guests breach the Facility Rules. Owner acknowledges that violation of any terms of this agreement or of the Facility Rules on the part of Owner, or Owner’s agents, guests or family, could result in Termination of this Agreement and the expulsion of the Vessel(s) from the facility with or without a prorated refund at the sole discretion of PYS.
5. **Notice of Lien:** Owner acknowledges that pursuant to 10 M.R.S.A. § 1381 *et seq*. the Vessel, along with any motor, trailer, tackle, apparel, and furniture are subject to a lien to secure payment for any and all amounts due PYS under this agreement or any other request by the Owner for services provided to the Vessel. Owner further acknowledges that services provided under this Agreement are necessary for either preservation of the Vessel or for its safe and effective operations. If Owner fails to pay full amount due within 30 days of the due date, PYS shall have the right to resort to any and all remedies granted under applicable law. Owner agrees that in the event PYS must pursue enforcement of the lien created by this paragraph, a “reasonable expense of the sale” under 10 M.R.S.A. § 1385 includes attorney fees accrued prior to the sale of the Vessel, including all legal fees incurred by PYS in any litigation to enforce this agreement, where PYS is the prevailing party. Owner agrees to reimburse PYS for any other costs and attorney’s fees not otherwise awarded to PYS under the statute incurred in the collection of payment under this agreement or for any action to enforce this agreement. In the event the Vessel remains on the property six months after the end of the term identified by this agreement, PYS may, at its discretion, dispose of the Vessel by any commercially reasonable method including cutting up and scraping the Vessel. In the event PYS scraps Vessel, in addition to any storage fees already accrued, Owner will pay a disposal fee consisting of either (1) the time and materials expended, at PYS shop rates, to cut up and load the Vessel and any fees charged by a waste hauler; or (2) ten (10) times the amount of the fee defined in Paragraph 2 above; whichever is greater.
6. **Bailment and Risk of Loss:** Owner acknowledges that PYS is not responsible for any damage to the Vessel including, but not limited to, vandalism, theft, fire, flood, explosion, hurricane, lightning, windstorm, earthquake, subsistence of soil, failure or destruction of supporting property or materials, discontinuance of power, governmental interference, civil unrest, war, work stoppages, or labor shortages. The risk of loss of the Vessel shall at all times remain with Owner and Owner agrees to carry insurance to cover all hazards and in an amount satisfactory to PYS. Owner agrees to have his/her boat properly registered, equipped, maintained and insured (including hull and liability insurance). Owner agrees to waive any rights of subrogation by his insurer against PYS for all damages caused by Owner or Owner’s guests. Owner shall provide PYS with written proof of said insurance upon request in a form satisfactory to PYS. Owner acknowledges that nothing in this Agreement or in any dealings between the parties to this Agreement constitutes or establishes a bailment and that at all times, Owner shall have access to the Vessel consistent with the provisions in Paragraphs 3 and 5 herein and provided Owner provides PYS with reasonable notice. Owner shall be responsible for any and all damage Owner or the Owner's guest may cause in whole, or in part to other boats at the facility. Owner further agrees to indemnify and hold PYS harmless, including costs and attorney fees, from any liability arising from the Owner's, Owner’s agent’s or Owner's guest’s use of the facility, including but not limited to, any expenses, costs, losses or third party damage claims attributable in whole or part to Owner, or Owner's guests.
7. **Removal of Vessel Before Term:** If Owner requires Vessel to be removed from the Facility prior to the end of the term defined in Paragraph 2, Owner agrees to pay all expenses related to moving boats and any other obstructions blocking the Vessel.
8. **Compliance:** Owner agrees to comply at all times with all federal, state, and local codes, ordinances, regulations, and laws relating to or regulating the use of the Facility. Owner further agrees that Owner shall not create any unsafe condition in the Facility, and shall not bring into, or store or use in the Vessel or the Facility, any hazardous materials.
9. **Third Party Contractors:** In general, PYS is a closed facility. Owners planning to work on the Vessel themselves or with third-party contractors must obtain the prior written consent of PYS. Such request must detail the scope and method of the planned work and such consent, if granted, will be limited to the stated scope of work. PYS’s consent on any given project should not be considered consent on any other project. Owner agrees to abide by all applicable local, state, and federal laws and regulations with respect to any work performed by Owner or the Owner’s agents or contractors. Owner agrees, to the maximum extent permitted by law, to indemnify, hold harmless, and defend PYS from and against any and all damages, fines, costs, or expenses of whatever kind, including attorneys’ fees, suffered or incurred by PYS or its employees, that result from, Owner’s or Owner’s agents and contractors failure to abide by applicable local, state and federal laws and regulations or Owner’s, failure to obtain any necessary permits or certificates, or otherwise abide by this Agreement.
10. **Assignment:** This Agreement is specific to Owner only and is not assignable or transferrable by Owner to any person or entity at any time. PYS may assign this Agreement at any time and for any reason.
11. **Insurance**:Owner shall insure Owner and Vessel with general liability coverage, on an occurrence basis and in such amounts and with such Maine admitted companies and against such risks as PYS shall reasonably require and approve. Owner promptly shall deliver to PYS complete copies of Owner’s insurance policies upon request from PYS.
12. **Emergencies:** Severe weather may require PYS to move or temporarily relocate the Vessel(s). Should PYS determine that it is necessary to move or relocate the Vessel(s), Owner authorizes PYS to do so at Owner’s sole expense. Owner further authorizes PYS to take any and all actions necessary to secure the Vessel or any part of the Vessel in the event the Vessel becomes a hazard to itself or to other persons or property; however, nothing in this agreement shall establish PYS’s obligation to do so and Owner acknowledges that while the Vessel is stored in the building or elsewhere on PYS property, Owner is at all times responsible for securing the Vessel and all parts of the Vessel including during times of severe weather.
13. **Disclaimer of All Warranties:** PURSUANT TO 11 M.R.S.A. § 2-719 AND ANY OTHER FEDERAL AND STATE LAW, OWNER ACKNOWLEDGES THAT PYS MAKES NO WARRANTY WHATSOEVER EITHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO ANY PRODUCT OR SERVICES ENCOMPASSED WITHIN THIS AGREEMENT.

***Environmental Agreement:***

This agreement is in alignment with the Maine Clean Boatyards and Marinas program. We ask that as a valued customer you will respect and abide by this agreement.

Storm water Runoff, Erosion and Sedimentation Controls

* All work will be performed in a designated area approved by PYS.
* No Debris, waste chemicals, fuels, paints or sewage will be dumped on the ground.
* Any and all spills will be reported to PYS immediately.

Boat Maintenance & Repair

* Any hull, deck or bottom sanding that takes place outdoors will be done with either a vacuum sanders or over a tarp or other containment system.
* All debris from such activities will be properly disposed of immediately. Debris will be removed at the end of each workday.
* Whenever possible, phosphate-free biodegradable detergents/cleaning compounds will be used.
* Tarps will be used to collect any paint or chemical drips during application.
* Non-toxic antifreeze will be used whenever possible and recovered for proper disposal.
* All used motor oils, lubricants, oil and filters will be collected for appropriate disposal. You must notify a PYS employee whenever you have these items for disposal.
* In-water bottom and boat washing is prohibited.

Fueling Activities/Petroleum Control

* Proper fueling procedures will be observed at all times.
* Spill catching devices should be used during refueling.
* In the event of a spill, immediate action should be taken to stop the spill, contain it and immediately notify appropriate PYS personnel and authorities.
* No detergents or emulsifiers will be used on the spill.

Waste Recycling, Disposal & Storage

* All solid waste to include pet waste will be disposed of in appropriate waste container.
* Pet waste must be picked up and immediately disposed of properly.
* Waste oil, diesel fuel and filters will be collected for proper disposal. You must contact PSY personnel before dropping off any of these items. Drop off will be in a designated area only.

Boat pump outs and Sewage

* Overboard discharge of sewage holding tanks either into the water or on to land is strictly prohibited.

**These environmental practices, most of which are State and Federal Law, are some of the conditions referenced in our contracts and upon which access to our facility is granted. Everyone on site must agree to abide by them or be dismissed from the premises. Failure to adhere to good environmental practices may result in legal ramifications including civil penalties and recoverable costs resulting from remediation. All of the costs are the responsibility of the vessel and owners. I have read and understand these environmental practices and agree to abide by them. I understand that my failure to do so may result in additional charges to include PYS cleanup costs at a minimum of 4 hours labor at $98 per hour, 3rd party disposal fees and reimbursement of any fines administered to PYS as a result of negligence.**

**Please Note: This is only a reservation sheet. If you have not received a response within 3 business days, please follow up at 207 774-1067.**

Seen and Agreed To,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner Name (please print)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PYS/PSY Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date