

POINT BAY MARINA

(ON LAKE CHAMPLAIN)

1401 Thompson's Point Road

Charlotte, Vermont 05445-9483

802-425-2431 • FAX 802-425-2471

www.pointbaymarina.com

HAUL OUT DATE

WEEK OF:

or

SELF HAUL

Boat Storage Agreement

This AGREEMENT entered into as of the _____ day of _____, 2023 by and between POINT BAY MARINA of Charlotte, Vermont, hereinafter called POINT BAY, and

Boat Owner(s), _____ of (Street) _____
(City) _____, (State) _____ (Zip) _____
Phone #1 _____ Phone #2 _____ Email _____
Boat Named _____ Type _____
(Overall Length) _____ ft. _____ in. (Max Beam) _____ ft. _____ in.
(Maximum Draft) _____ ft. _____ in. (Sailboat Keel Type) Fin / Swing / Full (circle one)
Registration No. _____ BOAT LOCK KEY LOCATION OR COMBINATION _____

Point Bay will furnish the services ordered by the OWNER (S) as indicated on POINT BAY'S rate schedule attached hereto at the rates and charges as shown for the items ordered, and the OWNER (S) will pay the charges in full when billed by Point Bay. Payment is due on a net 30 day basis and a 1.5% per month charge will be imposed on any amount not paid when due. This is an effective interest rate of 18% annum. NO BOAT WILL BE LAUNCHED OR MOVED UNTIL FULL PAYMENT IS RECEIVED.

Boats or other property left in the yard have a lien upon them and may be sold when charges are not paid when due. Such sale will take place at public auction in accordance with 9 (a) V.S.A., Article 7.

Boat owners to provide proof of insurance to include pollution coverage on their vessels and equipment.

The haul and launch dates as established herein will be observed by POINT BAY as nearly as possible in keeping with its boat handling capacity and as the weather and other uncontrollable conditions permit. POINT BAY shall not be required to provide tie-up facility after launching as a condition of this agreement unless requested by the OWNER (S) in advance. Regular rates will be charged for any tie-up facility occupied commencing on the date of launch, and POINT BAY may move the boat from time to time as may be necessary for best utilization of its docks and moorings. Boats may be rafted if necessary.

If such care has not been ordered by the OWNER(S) they will be notified by POINT BAY in advance of launching, and then agree to accept delivery of the boat immediately when launched and to be fully responsible for its care thereafter.

Sufficient lines, fenders, and other necessary tie-up gear will be furnished aboard the boat by the OWNER (S) prior to launching, and the OWNER (S) ACCEPT FULL RESPONSIBILITY FOR THE CONDITION OF SUCH GEAR AND FOR ANY DAMAGE THAT MAY RESULT FROM ITS FAILURE.

Prior to lift out, OWNER (S) agree to make available to POINT BAY information pertinent to any special underwater fittings or Hull configurations or fittings or instruments above or below deck of a special nature, and further agrees that should damage be incurred thereto for any reason, POINT BAY shall not be liable therefore.

OWNER (S) warrant that the hull is in sound condition and capable of being hauled by our marine travelift without damage to it or Point Bays lift.

POINT BAY is required by its VT DEC Stormwater Permit to collect and properly dispose of all wash water from bottom washing. No bottom washing will be allowed on POINT BAY property unless performed by POINT BAY

ALL SAILBOATS STORED MAST UP, MUST REMOVE HEADSAIL PRIOR TO HAUL.

POINT BAY reserves the right to refuse any OWNER (S) furnished cradles which the POINT BAY management feels are not safe or adequate. Cradles/Stands left on marina property for boats not stored, docked, or moored at Point Bay will become the property of Point Bay, or a storage fee will apply unless previous arrangements have been made.

All boat stands will be chained together, minimum 4 stands per boat, under 25 feet, 6 stands per boat over 25 feet plus bow stand for sailboats. Additional stands may be needed per Point Bay Marinas judgment.

Boat covers will not be tied to boat stands at any time. Any boat cover found tied to stands will be retied by Point Bay, and charged to owner (s) at regular labor rates. Condition of covers, frames, etc., retied by Point Bay will be the responsibility of the boat owner (s).

Trailers owned by Point Bay Marina customers, and stored on the property are done so at no expense to the customer, however, Point Bay Marina will not be held responsible for theft or damage done to trailers.

ANY BOAT DOCKED OR MOORED AT POINT BAY MARINA WILL NOT BE RENTED OR CHARTERED FROM THIS MARINA AT ANY TIME UNLESS AUTHORIZED BY POINT BAY MARINA PERSONNEL.

POINT BAY MARINA customers are responsible for the conduct of their visitors and guests and they must abide by marina rules and regulations at all times while on marina property.

_____ Date _____ DATE _____
POINT BAY MARINA, INC. OWNER

_____ DATE _____
OWNER

POINT BAY shall incur no liability of any kind whatsoever for any damage resulting from fire, it being understood that the OWNER(S) shall carry such fire insurance as they desire for their protection. Nor shall POINT BAY be liable for any damage resulting from any strike, riots, or Act of God, which includes all the elements. All vessels shall be handled at the OWNER(S) risk subject to reasonable care and handling. POINT BAY shall assume no liability for the condition of the Vessel.

OWNER(S) shall remove from the boat prior to storage all paints, thinners, gasoline cans or other materials which constitute a **DANGER** of fire both for the protection of POINT BAY and for other boat owners. POINT BAY does not undertake to examine any stored boats for such dangerous material; however, POINT BAY reserves the right to remove any such material should it be encountered in any craft during the process of hauling, storage, decommissioning, or repairs. All perishable food items must be removed from boat at time of haul out for storage or service.

The OWNER(S) recognize that outdoor spaces and yards are not fenced and that POINT BAY does not provide security guard services. POINT BAY will provide periodic observation of the boat exterior and cradle or stands . POINT BAY does not inspect decks, scuppers, cabins, hull interiors or covers for soundness, water leaks or other damages from any cause including weather, theft, and vandalism. Insurance regulations restrict anyone from remaining overnight on boats on shore while in Winter or Summer storage.

POINT BAY shall not be responsible for the loss of any articles or equipment left on the boat. Items not affixed to the boat should be removed by the OWNER(S) for safekeeping. POINT BAY likewise shall not be responsible for any fuel left in the boat, nor for any damage due to freezing.

The OWNER(S) may employ outside help to do work on the boat while in storage in the event POINT BAY is unable or unwilling to undertake the work, and they hereby agree to seek POINT BAY'S services before employing other help. When work is being done by the OWNER(S) or by the volunteer or employed outside help, such work must be conducted in such a manner that will not hinder the work of others or create a hazard or cause damage that may result from their failure or the failure of their volunteer or employed workers (other than employees of POINT BAY) to observe the conditions of this agreement. Outside vendors who perform work which is offered by Point Bay Marina will be charged a user fee of \$10. 00 per hour when on Point Bay Marina property. All outside vendors must provide proof of insurance, satisfying Point Bay Marina management, when arriving at Point Bay Marina to service any vessel. All vendors must sign in and out at marina office. All vendors must perform services during normal business hours.

Boat Owner(s) are responsible for containment and cleanup of all scraping, sanding, and grinding of bottoms, topsides, brightwork, etc., in a manner that all removed material is to be collected and disposed of in appropriate trash containers. Drop cloths, tenting, and dustless sanding systems will be required to confine all materials for removal and disposal. Any and all methods used by Owner(s) will be subject to inspection and approval by Point Bay.

OWNER(S) understands and agrees that POINT BAY makes no warranty with regard to ladders, platforms, walks, docks, floats, ramps, recreational devices, equipment, or gear on its premises or that which may be made available to the OWNER(S), members of their immediate family or guests, and OWNER(S) hereby jointly and severally releases and forever discharges POINT BAY and all of its agents, owners, employees, and affiliated corporations liable from any and all claims, damages, or causes of actions of whatsoever kind or nature resulting from any accident or other occurrence while the undersigned is or are upon the premises of POINT BAY. OWNER(S) and the undersigned further jointly and severally covenant and agree to indemnify and save harmless POINT BAY by reason of any claims, suits, or damages of the OWNER(S) or undersigned.

We require all Marina customers to comply with applicable State and Federal laws. No vessel will be allowed at the facility if it is not equipped with functioning, approved sanitation equipment. We reserve the right to inspect vessels at our facility for compliance.

POINT BAY Marina will not accept or allow to remain at the Marina, any boat that is, in the Marina's opinion, in an unsafe or unusable condition.

The boat storage service as provided for herein includes haul-out in the fall, the space required for storage, and launching in the spring. Additional services, such as decommissioning and winterizing at fall lay-up time and/or commissioning in the spring at launch time will be done only as ordered and instructed by the owner(s) at the regular labor rate per hour. All boats left at Point Bay's dock for hauling will be hauled as soon as possible, weather permitting. In the event that the owner(s) elect to keep the boat in storage into the next storage season, no credit will be allowed for the omission of the spring launch (nor the omission of the fall haul-out pursuant to the storage agreement covering the next storage season) If Point Bay does not offer a winter storage, summer storage, dockage, or mooring agreement, boat owners must remove boat from Point Bay property within 30 days of receipt of written notice from Point Bay Marina. Any boat not removed after 30 day written notice will be assessed a \$50.00 per day fee until removed. Any boat not launched prior to July 1, will be subjected to a summer storage charge of \$4.00 per foot per month or any fraction thereof. Summer storage rates effective July 1 through Sept. 30

Any boat for sale while at Point Bay Marina may be advertised, shown, and demonstrated by the individual owner(s), by Point Bay Marina personnel, or by the listing broker. No prospective customer, buyer, or unauthorized broker will be allowed to view, or board a vessel unless accompanied by the boat owner, listing broker, or a Point Bay representative. These rules are for the boat owner(s), and Point Bay's protection and will be strictly enforced. If a boat is sold while at Point Bay property and effort has been made to affect the sale by Point Bay personnel, a commission may be due Point Bay Marina at the time of sale or delivery.

Available dockage, mooring, or storage space will be assigned on a first come first serve basis with priority given to previous year round dock and Storage customers. Space will be utilized according to the boat size and to POINT BAY'S advantage.

BOAT OWNER(S) ARE RESPONSIBLE FOR CLEANUP AROUND THEIR WORK AREAS AND WILL BE CHARGED IF THIS IS NOT DONE TO POINT BAY'S SATISFACTION. NO BOAT WILL BE LAUNCHED UNTIL WORK AREAS ARE CLEANED UP SATISFACTORY TO POINT BAY MARINA MANAGEMENT.

OWNER(S) expressly undertakes and agrees to the foregoing terms and conditions and agrees to save POINT BAY harmless with respect to damage or loss to or of the Vessel and/or its outfit, except as such damage and/or loss may be conclusively attributed to POINT BAY'S negligence, and this undertaking is provided to induce POINT BAY to enter this Agreement.

_____ **Date** _____ **DATE** _____
POINT BAY MARINA, INC. **OWNER**
_____ **DATE** _____
OWNER

BOAT STORAGE/SERVICE ORDER FORM

I. Fixed Charges

(Please calculate charges and present payment for these charges)

Note: LOA-overall length includes swim platforms, bow pulpit or rail, anchor handler, motor, etc.

Please round boat length up to even footage. *Example; 22'6" = 23' (Measured Length)*

- | | | | |
|--------------------------|--|-----------------|-------|
| <input type="checkbox"/> | Trailer boats storage | \$23.00/Ft. LOA | _____ |
| <input type="checkbox"/> | Haul trailer boats | \$100.00 | _____ |
| <input type="checkbox"/> | Outside Storage on Owners <input type="checkbox"/> Cradle, <input type="checkbox"/> Stands (includes haul and launch) | \$45.00/Ft LOA | _____ |
| <input type="checkbox"/> | Outside Storage on Marina <input type="checkbox"/> Cradle, <input type="checkbox"/> Stands (includes haul and launch) | \$50.00/Ft LOA | _____ |

NOTE: All sailboats on stands must remove head sail prior to haul out.

- | | | | |
|-------------------------------------|--|-----------|-------|
| <input type="checkbox"/> | Pump Out Septic Tank System; \$50.00 | | _____ |
| <input type="checkbox"/> | Mast Unstepping \$14.00/ft LOA of boat | | _____ |
| | Sails and Boom must be removed | | _____ |
| <input type="checkbox"/> | Pressure Wash Bottom... Painted Bottom(No scrubbing) ...\$6.00 / Ft. | | _____ |
| <input type="checkbox"/> | Pressure Wash Unpainted Bottom; \$11.00/Ft. | | _____ |
| <input checked="" type="checkbox"/> | Environmental Surcharge (Applies to all boats stored on Point Bay Marina property) | \$40.00 | _____ |
| | Total | \$ | _____ |

II. Variable Charges

(Check services requested; Only Services Clearly Checked Will Be Performed)

- | | |
|--------------------------|--|
| <input type="checkbox"/> | Main Engine Oil & Filter Change,____, Gen Set____, Time & materials at regular rates. |
| <input type="checkbox"/> | Battery Storage & Maintenance \$40.00/Unit (Number of batteries____) |
| <input type="checkbox"/> | Decommission & Winterize; Check All That Apply , Time and materials at regular rates.
Engine(s)____, Water Systems____, Heads____, A.C.____, Gen Set____.
(Non-toxic antifreeze will be used in all applications, due to environmental impact) Ethyl Glycol antifreeze is not allowed at the marina for storage purposes. |
| <input type="checkbox"/> | Outboard Motor storage \$100.00 – Max 30 HP. Labor for removal at regular rates. |
| <input type="checkbox"/> | Shrink Wrap Boat — Rates and Info on back. |

NOTE: Not responsible for weather damage on boats hauled after October 15th.

III. Springtime Checklist

(Check services requested; Only Services Clearly Checked Will Be Performed)

- | | |
|--------------------------|---|
| <input type="checkbox"/> | Install Batteries |
| <input type="checkbox"/> | Outboard Motor Installation. (Billed at current rate.) |
| <input type="checkbox"/> | Commission; Engine(s)____, Water Systems____, Gen Set____, AC____. Does NOT include engine tune up (Time & Materials at regular rates.) |
| <input type="checkbox"/> | Tune Up Motor(s) (Time & Materials at regular rates.) |

Note: Labor charges are one hour minimum at current rates

*All rates subject to change

Point Bay Marina	Date	Owner(s)	Date
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Shrink Wrap Covering Rates & Policies

Winter Season Storage 2023

POWERBOATS:

Boats Up to 27' LOA.....\$24.00 per foot
Boats 28' to 34' LOA.....\$27.50 per foot
Boats 35' and longer LOA\$33.00 per foot

SAILBOATS:

Boats Up to 27' LOA.....\$27.50 per foot
Boats 28' to 34' LOA.....\$31.00 per foot
Boats 35' and longer LOA\$37.50 per foot

PRICES INCLUDE:

Vessels uncovered and disposal of all materials. Removal and reinstall of mooring covers only.

ADDITIONAL CHARGES:

Sailboats with a 2nd Mast	\$95.00	Eisenglass, Remove, Reinstall.....	Shop Rate
36" x 48" Door Installed	\$75.00	Protective Blocking	T&M
36" x 72" Door Installed	\$95.00	(For boats with painted hulls)	

The covering of all boats will occur during the fall storage season at the discretion of Point Bay Marina as the weather and time permit.

NOTE: Bowsprits and swim platforms are included in determining the LOA.

Point Bay Marina also reserves the right to refuse to shrink wrap any vessel having a hull finish coating that is deemed to not be compatible with our shrink wrapping process.

We will be unable to shrink wrap painted hulls unless the owner of the vessel releases Point Bay Marina of any liability which may result in any damage to their painted boat hull.

OTHER WORK REQUEST:
