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## **WINTER STORAGE AGREEMENT 2014-2015**

C-JAM Yacht Sales (hereinafter referred to as the "YARD") hereby agrees to accept for winter storage and the boat owner, (hereinafter referred to as the "OWNER") agree to storage, subject to all terms and conditions contained herein, the boat thereafter described:

OWNER: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_  
(Last Name) (First Name)

ADDRESS: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NAME OF BOAT: \_\_\_\_\_ REG. NO.: \_\_\_\_\_

YEAR: \_\_\_\_\_ L.O.A.: \_\_\_\_\_ BEAM: \_\_\_\_\_ MAKE/MODEL: \_\_\_\_\_

INSURANCE CARRIER: \_\_\_\_\_ POLICY #: \_\_\_\_\_

### **OUTDOOR STORAGE RATES**

Up to 30 ft. \$ 29.00 per ft.  
31' to 40 ft. \$ 35.00 per ft.  
41' and Up \$ 40.00 per ft.

### **INDOOR STORAGE RATES**

Please call for pricing and availability

Outdoor /Indoor Storage include HAUL OUT, BLOCKING, STORING, and SPRING LAUNCH. **ALL BOATS STORED ON ANY C-JAM YACHT SALES' PROPERTY MUST BE POWER WASHED AT THE OWNERS' EXPENSE. NO EXCEPTIONS.** No other services, labor or materials will be provided unless requested. Owners are responsible for making the yard aware of any special hauling instructions. Boats are hauled with a 20,000 lb forklift or a 120,000 lb. travel lift with nylon slings. C-JAM Yacht Sales is not responsible for ANY damage done to boat if boat is structurally unsound for method of hauling. Please Advise Our Service Department.

HAUL OUT DATE (APPROX) \_\_\_\_\_ LAUNCH DATE (APPROX) \_\_\_\_\_

STORAGE RATE \$ \_\_\_\_\_ INDOOR RATE \$ \_\_\_\_\_ PER \_\_\_\_\_ FEET PRICE \$ \_\_\_\_\_

7% SALES TAX \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

**This contract must be signed and a valid credit card number supplied, prior to work beginning, even if paying by check or cash.**

C-JAM Yacht Sales requires payment in full for the winter storage and winterization services with your reservation. Any additional charges will be billed upon completion of services. The terms and conditions set by C-JAM Yacht Sales for all customers on land and indoor are listed on reverse side of this agreement and upon signing this agreement become a part of this agreement.

CREDIT CARD # \_\_\_\_\_ EXP. DATE \_\_\_\_\_ OK to run credit card \_\_\_\_\_

OWNER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**PLEASE READ ALL TERMS AND CONDITIONS FOR  
THE WINTER STORAGE AGREEMENT FOR 2014-2015**

1. Winter storage contract in force from November 1<sup>st</sup> 2014 to April 1<sup>st</sup> 2015.
2. Boats will be launched based on requested date and your boats position in the yard.
3. There are no guarantees your boat will be launched on exact date requested.
4. Lessee agrees not to hold Lessor liable for any loss caused by delay in launching, winter storage, transporting or commissioning caused by weather or any other event beyond the control of the Lessor.
5. The integrity of shrink wrap is not guaranteed in winds over 50 mph and is only designed to last one season.
6. Any boat that shrink wrap is compromised will be removed completely to prevent any damage to surrounding boats and will only be re-wrapped at owner's expense.
7. Any damage to boats caused by torn or damaged shrinkwrap due to excessive winds is not the responsibility of Lessor.
8. All boats stored on Lessor's properties must be power washed at the Lessee's expense. No exceptions.
9. All holding tanks must be emptied before bringing boat in for winter storage.
10. If holding tanks are not emptied, they will be pumped by Lessor at Lessee's expense.
11. The Lessee to each boat must have a valid insurance carrier and policy number.
12. Winterization of engines and listed equipment is only for protection against freezing. Lessor is not responsible for engine failure, spring starting or spring commissioning.
13. Only Lessor's employees are permitted to apply bottom paint.
14. An environmental fee will be applied to your bill to offset the expense incurred to dispose of waste fluids and chemicals. This will help maintain an environmentally safe marina. This fee also helps pay the costs of recycling and disposing of garbage.
15. Payment for winter storage is due in full with winter reservations.
16. A valid credit number must be supplied on the winter storage agreement contract.
17. Bills outstanding over 30 days will be charged interest at the rate of 2% per month.
18. Use of any open flame device, toxic chemicals or any other hazardous equipment or supplies is strictly prohibited.
19. Due to increasing challenging environmental and insurance regulations, Lessee may preform only light cosmetic work on their own boat in the yard. If Lessee wishes to have someone else other than himself or an employee of the Lessor work on the boat, prior written approval must be obtained from the Lessor. Such approval will be granted only if the Lessor's service department cannot perform the repairs and/or the outside serviceman can deliver to Lessor evidence of a standard certificate of workman's compensation and liability insurance coverage. All boats must be winterized if winter stored.
20. Lessor shall have statutory maritime liens (state and federal) upon the boat, motor and attached equipment to secure any and all services and materials supplied to Lessee by Lessor during the term of this agreement.
21. Lessee shall not remove their vessel from the rented space until all charges secured by the lien described in paragraph 20 have been satisfied.
22. Lessee agrees to reimburse Lessor for reasonable attorney fees and cost relating to a suit or other collection efforts by Lessor against Lessee to collect any amounts due under this agreement or any amounts due and secured by the lien described in paragraph 20 of his agreement.
23. If Lessee fails to remove in a timely manner their boat and/or equipment from the rented space at the termination of this agreement, Lessor shall have the option of:
  - a. Charging Lessee daily rent on a pro rata basis for the space occupied or
  - b. Taking possession of the vessel and/or equipment and locking it to the space; or
  - c. Moving the vessel and/or equipment to another location or
  - d. Pursuing any other remedy available under law.
24. **INSURANCE-** Lessee agrees to have the watercraft covered by a full marine insurance package (hull coverage as well as indemnity and liability coverage.) Lessee agrees to release and discharge Lessor from any and all responsibility or liability for injury (including death), loss, and damage to persons or property in conjunction with the Lessor's facility, marina, or equipment. This release and discharge shall cover without limitation any loss or damage resulting from Lessor's employees parking or hauling Lessee's boat, vandalism, theft, fire, hail, high/low water, wind collision, freezing, ice, rain or any other act of God.
25. Lessee shall not list boat for sale (unless thru C-JAM Yacht Sales) show boat, advertise boat, demonstrate boat, or transfer ownership of boat while in storage without prior written consent of Lessor.

## WINTERIZATION PROGRAM 2014-2015

\*\*\* **PRICING BELOW DOES NOT INCLUDE PARTS.** \*\*\*

**Please check the following:**

_____ Disconnect Batteries/ Charge and reconnect in Spring.....	\$ 17.00 each
_____ Winterize 2 stroke O/B change lower unit oil.....	\$ 160.00 each
_____ Winterize four stroke O/B oil and filter change.....	\$ 205.00 each
_____ Change gear oil on four stroke O/B .....	\$ 55.00 each
_____ Winterize gas inboard or I/O engine / oil and filter change.....	\$ 240.00 each
_____ Remove, service & reinstall outdrive / change gear oil.....	\$ 195.00 each
_____ Winterize diesel engine / NO oil change.....	\$ 240.00 each
_____ Change oil and filter diesel engine.....	Time & Material
_____ Winterize generator / oil and filter change .....	\$ 175.00 each
_____ Winterize generator / NO oil change .....	\$ 115.00 each
_____ Replace stern drive or O/B water pump.....	Time & Material
_____ Winterize air conditioning.....	\$ 70.00 each
_____ Winterize bait well pumps.....	\$ 35.00 each
_____ Winterize eskimo ice.....	\$ 65.00 each
_____ Winterize fish box pump.....	\$ 20.00 each
_____ Winterize fresh water system (to 26').....	\$ 55.00
_____ Winterize fresh water system (27' to 40').....	\$ 80.00
_____ Winterize fresh water system (over 40').....	\$ 115.00
_____ Winterize head .....	\$ 55.00 each
_____ Winterize holding tank.....	\$ 55.00 each
_____ Winterize hot water heater.....	\$ 55.00 each
_____ Winterize ice maker.....	\$ 48.00 each
_____ Winterize saltwater wash down.....	\$ 35.00 each
_____ Winterize shower sump.....	\$ 25.00 each
_____ Shrink wrap boat (up to 26') NO tower or top.....	\$ 13.00 per ft
_____ Additional for tower or top .....	\$ 2.00 per ft
_____ Shrink wrap boat (27' to 38') NO tower or top .....	\$ 16.00 per ft
_____ Additional for tower or top .....	\$ 3.00 per ft
_____ Shrink wrap boat (39' to 45') NO tower or top .....	\$ 20.00 per ft
_____ Additional for tower or top.....	\$ 4.00 per ft
_____ Shrink wrap boat (over 45') NO tower or top.....	\$ 22.00 per ft
_____ Additional for tower or top.....	\$ 4.00 per ft
_____ Shrink wrap access door .....	\$ 30.00 per door
_____ Transport boat to owners yard (within 10 miles radius) .....	\$ 8.50 per ft
_____ Remove, Wax, Shrinkwrap and Store Outriggers .....	\$ 150.00 pair
_____ Pressure wash bottom (under 10' beam).....	\$ 5.30 per ft
_____ Pressure wash bottom (over 10' beam).....	\$ 7.30 per ft
_____ Add Stabilizer .....	Parts Only

	<u>SUB TOTAL</u>	
Environmental Fee ( <b>APPLIES TO ALL</b> ) .....	<u>FEE</u>	\$50.00
	<u>SALES TAX</u>	
	<u>TOTAL</u>	(w/out parts):

**ADDITIONAL NOTES:**

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**OWNER'S SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_