



WINTER STORAGE AGREEMENT

NOVEMBER 15, 2018 - April 15, 2019

Work Order # _____
Date _____

NEW ENGLAND BOATWORKS
I N C O R P O R A T E D

**Contract not valid without
all information below**

OFFICE USE ONLY	Insurance	Signed	Dates	Key	Paid
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OWNER			ADDRESS			
CITY		STATE	ZIP	E-MAIL		
TEL. BUSINESS		TEL. HOME		TEL. CELL		
NAME OF BOAT		MAKE	LOA	BEAM	DRAFT	LOCK

Contract is not valid without Haul/Launch date and keys or combo and Proof of Insurance

HAUL WEEK ENDING SATURDAY

LAUNCH WEEK ENDING SATURDAY

SEPT. 1	SEPT. 29	OCT. 27	NOV. 24	MAR. 30	APR. 27	MAY 25
SEPT. 8	OCT. 6	NOV. 3	DEC. 1	APR. 6	MAY 4	JUNE 1
SEPT. 15	OCT. 13	NOV. 10		APR. 13	MAY 11	
SEPT. 22	OCT. 20	NOV. 17	NO EARLIER THAN 9/2	APR. 20	MAY 18	NO LATER THAN 6/3 SEE REVERSE #20

Customer must confirm that boat is ready to be launched in spring. There may be additional charges if the boat is not ready to be launched on the week owner selects. ADDITIONAL STORAGE CHARGES WILL BE INCURRED PRE-SEPTEMBER 1ST AND AFTER JUNE 1ST.

()	HAUL - BOTTOM WASH - STORE - LAUNCH Includes recycling of pressure wash waste water	25 ft. MIN - UP TO 54'	\$46.00 per/ft/LOA	
()	Surcharge for boats 55 feet and over		\$5.00 per/ft/LOA	
()	BLOCKING - ALL BOATS		\$4.00 per/ft/LOA	
()	INSIDE STORAGE - PLEASE CALL FOR AVAILABILITY, INCLUDES HAUL WASH BLOCKING AND LAUNCH			
	46 FEET AND OVER		\$15.00 SQ. FT.	
	45 FEET AND UNDER		\$13.00 SQ. FT.	

OVERALL LENGTH INCLUDES BOWSPRITS AND SWIM PLATFORMS AND ALL OVERHANGS

()	UNSTEP MAST (Time will vary depending on prep by customer)	T & M	
()	STEP MAST (Time will vary depending on prep by customer)	T & M	
()	MAST STORAGE (OVERALL LENGTH OF MAST) _____	\$6.00 per/ft	
()	ROLLER FURLER STORAGE (Not responsible for cruising system)	\$100 per	

PAYMENT IN FULL REQUIRED WITH THIS CONTRACT TOTAL AMOUNT pages 1 & 2 \$

(X) ENVIRONMENTAL CHARGE 1.5% of total + 7% tax

**OWNERS ARE RESPONSIBLE FOR REMOVAL/INSTALLATION OF ALL PLUGS
ALL DODGERS, SAILS AND BIMINIS MUST BE REMOVED BEFORE HAULING
OR NEB WILL REMOVE AND BILL CUSTOMER.**

**CANVASES AND COVERS MAY NOT BE TIED TO STANDS OR CRADLES AS THIS CAUSES UNSAFE CONDITIONS
NEB IS NOT RESPONSIBLE FOR DINGHY STORAGE**

BOATS WILL NOT BE LAUNCHED UNTIL ALL OUTSTANDING INVOICES ARE PAID. "BEWARE - - THE VESSEL AND ITS CONTENTS MAY BE SOLD AT PUBLIC AUCTION FOR FAILURE TO PAY STORAGE CHARGES." "STORAGE OF THIS VESSEL AND ANY PERSONAL PROPERTY CREATES A LIEN ON THE VESSEL AND PERSONAL PROPERTY PURSUANT TO RHODE ISLAND 34-46-1, et seq., AND PURSUANT TO FEDERAL ADMIRALTY LAW ." **ANY LEGAL EXPENSES INCURRED BY NEB FOR COLLECTION OF MONIES OWED BY CUSTOMER WILL BE THE RESPONSIBILITY OF THE CUSTOMER. PLEASE READ ALL THE RULES AND REGULATIONS ON THE REVERSE SIDE OF THIS CONTRACT. ** I AGREE TO PAY 1.5% PER MONTH (18% PER ANUM) INTEREST ON UNPAID BALANCES.

I HAVE READ THE YARD RULES, CONDITIONS AND CHARGES AS REFLECTED ON THIS CONTACT AND AGREE TO THEM. I UNDERSTAND CARD AUTHORIZATION WILL BE USED FOR OPEN BALANCES ON WINTER STORAGE CONTRACT. IF FORM IS SUBMITTED ELECTRONICALLY, IT IS CONSIDERED SIGNED BY OWNER.

CREDIT CARD AUTHORIZATION _____ CARD #: _____

NAME ON CARD: _____ EXPIRATION DATE: _____

OWNER _____ NEW ENGLAND BOATWORKS, INC. CONTRACT DATE _____

1 Lagoon Road • Portsmouth, Rhode Island 02871 • Tel: 401-683-4000 • Fax: 401-683-6774 • E-Mail: info@neboatworks.com



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WINTERIZATIONS & RECOMMISSIONING

() PLEASE CHECK HERE IF NO SERVICES REQUIRED		
() INBOARD ENGINES UP TO 150hp	\$455.00 + MAT.	
() INBOARD ENGINES 151hp TO 300hp	\$480.00 ea.+ MAT.	
() INBOARD ENGINES OVER 300hp	T & M	
() GENERATORS (Includes Oil & Filter, Fuel Filter Change)	\$455.00 ea.+ MAT.	
() OUTDRIVES (Remove, Store, Reinstall, Change Gear Oil/Lube)	\$680.00 ea.+ MAT.	
() OUTBOARD MOTORS (Service and Material)	T & M	
() HEADS (Holding Tanks must be emptied)	\$140.00 ea.+ MAT.	
() BATTERY STORAGE (ONLY) Customers removing batteries for NEB to store must bring them in during regular business hours.	\$50.00	
() BATTERY REMOVAL & INSTALLATION by NEB	T & M	
() CHARGE BATTERIES IN BOAT MONTHLY	T & M	
() FRESH WATER SYSTEM (Tanks must be drained) # of _____	T & M	
() WATERMAKER STORAGE	T & M	
() MEMBRANE STORAGE	T & M	
() REFRIGERATION (Per Unit) # of _____	T & M	
() AIR CONDITIONERS (Per Zone/Per Compressor) # of _____	T & M	
() CHILLED WATER AIR CONDITIONING	T & M	
() PUMPS - BILGE, SUMP, FOOT & WASHDOWN # of _____	T & M	
TOTAL WINTERIZATIONS		\$

1. Battery storage, battery charging and watermaker / membrane storage expire with Winter Storage Contract in April. Owner is responsible for notifying us if these items need to be renewed.
2. NEB is not responsible for items incorrectly identified or not specified by customer.
3. NEB will only contract to do complete winterizations / recommissioning of any identified systems. Should owners choose to do their own winterization they are responsible for notifying NEB that the work is complete. Disposal of waste oil, filters, anti-freeze, etc. must be in accordance with Rhode Island chemical compliance laws.

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CONTRACT RULES AND REGULATIONS

It is hereby agreed by and between the above parties, hereinafter known as New England Boatworks, Inc. ("NEB") and the owner to store the above named boat or property on the following conditions:

1. Sailboats in outside storage with stepped masts must have all halyards and other lines tied off to prevent them from slapping against the mast. If the requirement is not met by Owner, it will be done by the yard at Owner's expense. NEB will not be responsible for any damage arising from storing boats with the mast stepped. Please verify with your insurance carrier that your boat is covered under your policy if your mast is left in. No sails or dodgers or roller furlers are to be left on spars. They will be removed at "time and Material" prior to haul-out. No mast will be stored on deck.
2. Boats requiring more than one in and out handling will be charged at the regular rates for each additional handling. If boat is removed during the storage period, the space will be held and rental will continue. Any special requests for blocking or handling of the vessel must accompany this contract. Any boat subsequently requiring re-blocking or moving will be charged at regular rates. NEB will attempt to fulfill requests as to location in the yard but no guarantees will be given.
3. Storage charges and seasonal dockage will be payable in advance.
4. NEB will haul and launch boats as close as possible to the week specified, weather permitting, but dates and time of haul and launch cannot be guaranteed. Do not pick the week to be hauled on the same week your in water insurance expires. It is the Owner's responsibility to have his boat ready for launch on or before the scheduled launch date. If the Owner's boat is not ready for launch as scheduled and must be moved to provide access for other boats, NEB will move the vessel and charge Owner its published rates for doing so. NEB is not responsible for informing owner of launch. Owner must contact office before launch week specified.
5. All boats are accepted for storage with the understanding that no persons, other than NEB employees and representatives will be allowed on board without Owner's permission. NEB employees have Owner's permission to conduct a visual inspection at no charge to Owner. No boat will be delivered from storage without Owner's consent, and at least on (1) week's notice must be given for removal of a boat from NEB.
6. No insurance is carried by NEB on Owner's vessel or other property. Storage is accepted at the sole risk of the Owner, and the Owner hereby released NEB from any and all claims for loss or damage however caused. It should also be noted that most insurance policies will not cover in-water storage unless Owner specifically requests this additional coverage. NEB is not responsible for any claims for loss or damage however caused during the storage period. Please remove all valuables and electronics from your boat for the winter. Vessel must carry and have a copy on file in NEB office of hull insurance and a minimum of \$300,000 liability insurance for the duration of the contract.
7. The Owner will be responsible for emptying his own holding tank. Dumping or washing of hydrocarbons, sewage of any kind, or any other pollutants is absolutely prohibited. Owner agrees to comply with all Federal, state, and local laws. Any violations of environmental laws by Owner may be subject to Federal and state fine, and Owner agrees to indemnify NEB for any costs they may incur due to failure of Owner or his representative to comply with all applicable regulations. Owner is required to report to NEB any VOC usage by owner or sub-contractors on forms to be provided to owner by NEB from time to time, prior to launch.
8. Ladders must be clearly marked with owner/boat name and properly secured. NEB reserves the right to remove and dispose of any unsafe or unsecured ladders. NEB is not responsible for lost and stolen ladders.
9. Owners are not permitted to spray, burn paint, use toxic materials, run engines, use heaters, light stoves, or use other flammable materials while on land.
10. Land Storage: To minimize the possibility of fire, no electric cords may be left plugged in during the storage with the boat unattended. No electric heaters may be used. Any cords found plugged in will be disconnected at owner's risk unless specific permission has been given.
11. Owners are responsible for keeping the area around their boats clean, and are responsible for failure of any of their contractors or representatives to do so. NEB reserves the right to clean the area around Owner's boat, if necessary, and to charge the Owner for doing so.
12. If the boat leaks when launched and pumping or inspection by the yard is required, NEB will do so at its published hourly rates, plus \$50.00 per day service charge for the use of the pump.
13. NEB will not be responsible for damage caused by inclement weather, force majeure or theft. Owner agrees to hold NEB harmless in the event of such occurrences.
14. Owner stipulates and agrees that, unless and until notified in advance, NEB shall be entitled to rely on the authority of anyone in possession or apparent charge of the vessel, and to accept and act upon orders or requests by such persons for service or supplies of any kind for the benefit of the vessel.
15. NEB is not responsible for damage to speed transducers left in during the haul out or launch.
16. All Owners are responsible for independent contractors and other invitees who come on to NEB property at Owner's request. All contractors must have a certificate of Insurance on file at the NEB office, comply with the Rhode Island Right to Know Laws/Chemical Compliance, OSHA/EPA/DEM requirements, and sign in at the NEB office upon entering the marina. It is the Owner's responsibility to notify NEB when a contractor has been scheduled to work on his boat. If contractors do not comply with the above policy, they may be banned from the premises. Specific details of required coverage can be picked up at the NEB office.
17. Owner must provide NEB with lock keys and/or combinations during the time the vessel is on the premises. If proper keys and/or combinations are not available at the time of launch, NEB reserves the right to cut off existing locks and install new ones at Owner's expense.
18. Unless other arrangements have been made with NEB, a maximum of three days dockage will be allowed after owner's boat has been launched. Thereafter, transient charges at a daily rate will apply.
19. No erection of temporary structures, tents, or scaffolds is permitted. No covers or tarps are to be attached to stand or anchored to the ground. Any covers which come loose will also be removed on a "Time and Materials" basis.
20. As a courtesy we allow storage to extend beyond the specific contract dates, starting approximately Labor Day, ending approximately Memorial Day. We do, however, reserve the right to revert to the contract dates for boats that extend the storage period to long term storage, in which case winter and the following summer storage will be charged at published rates. Storage for +/- one month at the beginning or end of the contracted period, will be charged at short term rates. After a boat is hauled on a winter contract no portion of contract is refundable and if boat is not launched by 9/1 launch will be forfeit.
21. Any work on inside storage boats must be undertaken by NEB. All owners storing at NEB are responsible for compliance to all rules and regulations.
22. If bilges on any boat are found to be frozen, as safety precaution, NEB will defrost and pump the bilges without notice, bilges with excessive water will be pumped and charged.