

# Snake Mountain Boatworks LLC

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## WINTER BOAT STORAGE AGREEMENT 2016-2017

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ is by and between **Snake Mountain Boatworks, a Vermont limited liability company** (hereinafter known as "SMB"), and \_\_\_\_\_ (hereinafter known as "Owner").

This **Winter Boat Storage Agreement** is for a period \_\_\_\_\_, 2016 to \_\_\_\_\_, 2017 inclusive (the "Term").

### OWNER INFORMATION:

**OWNER Name:** \_\_\_\_\_

Home Phone \_\_\_\_\_

Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Address \_\_\_\_\_

City, State ZIP Code \_\_\_\_\_

**Emergency Contact Name:** \_\_\_\_\_

Home Phone \_\_\_\_\_

Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Address \_\_\_\_\_

City, State, ZIP Code \_\_\_\_\_

OWNER'S Insurance Co. \_\_\_\_\_

Agent \_\_\_\_\_

Phone \_\_\_\_\_

E-mail \_\_\_\_\_

**Boat Data** (*enter detailed information for the boat stored pursuant to this Agreement (the "Boat")*)

Length Overall \_\_\_\_\_ Beam \_\_\_\_\_

Brand \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Name \_\_\_\_\_

Hull No. \_\_\_\_\_ Registration No. \_\_\_\_\_

### **Inboard Engine Data**

Brand \_\_\_\_\_ Model \_\_\_\_\_ Gas \_\_\_\_\_ Diesel \_\_\_\_\_ Year \_\_\_\_\_ # of Cylinders \_\_\_\_\_

### **Storage (please check one)**

OWNER's Trailer \_\_\_\_\_ SMB Rental Trailer (\$125 ea.) # \_\_\_\_\_

Do you leave your engine seacock open ( ) or closed ( )?

Lock combination \_\_\_\_\_

**WINTER STORAGE OPTIONS:**

**Inside Storage (Minimum Charge 18 feet)<sup>1</sup> \$ \_\_\_\_\_**

\_\_\_ **INSIDE** storage on a trailer (\$35/ft. overall length; fee Includes physical storage only.)

**Note: Overall length will be rounded up to the next foot. Swim platforms, motors and pulpits, trailers etc. are included in the overall length measurement. (18ft, or \$630.00 minimum charge)**

**Select the Additional Services you wish SMB to Perform**

**Service Engine \$ \_\_\_\_\_**

(Includes winterize and summarize services. Does not include oil change.)

\_\_\_ \$215 per inboard engine

\_\_\_ \$290 per inboard engine with outdrive

\_\_\_ No engine service

**Change Oil/Filter (Includes environmental disposal charges.) \$ \_\_\_\_\_**

\_\_\_ \$125 per engine

**Store Battery (ies) \$ \_\_\_\_\_**

\_\_\_ \$25 per battery (Heated)

**Pressure Wash Bottom \$ \_\_\_\_\_**

\_\_\_ \$25.00/ft. OVERALL LENGTH (painted bottom)

\_\_\_ \$32.00/ft. OVERALL LENGTH (unpainted bottom)

(Extra scrubbing, where needed, will be billed on a time and materials basis.)

**Total Storage and Service Fees \$ \_\_\_\_\_**

OWNER(S) REPRESENTS AND WARRANTS TO SMB THAT THE OWNER INFORMATION PROVIDED ABOVE TRUE AND CORRECT. THE OWNER HAS READ THE TERMS AND CONDITIONS THAT FOLLOW AND BY EXECUTING THIS AGREEMENT THE OWNER AGREES TO BE LEGALLY BOUND BY THIS AGREEMENT AND TO ENGAGE SMB TO PROVIDE THE SERVICES SET FORTH ABOVE.

OWNER SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

OWNER NAME (Please print) \_\_\_\_\_

SMB hereby accepts and agrees to this Agreement.

SNAKE MOUNTAIN BOATWORKS, LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_

Michael Claudon, a duly authorized agent

<sup>1</sup> Boats arriving before October 1, or remaining at SMB after May 1 will be charged a monthly storage rate. Said rate will be 1/6 of the pre-determined winter storage fee, as determined by overall length.

1. The Fee shall be payable in advance in a lump sum simultaneous to entering into this Agreement.
2. SMB shall provide storage conditions and pre or post storage services consistent with its published specifications and descriptions at its facility in Weybridge, Vermont. The exact storage location within SMB's facility shall be selected at SMB at its sole discretion and is subject to change during the Term. Any mechanical services provided hereunder will be provided in a good and workmanlike manner consistent with industry practices. Except as provided above, services and storage conditions are provided "as is" and SMB makes no representations or warranties, including any implied warranties.
3. This is an Agreement for storage services and does not entitle the Owner to the exclusive use or right to occupy any real property or improvements thereon.
4. Owner may not store any other personal property, other than the Boat (including any personal property on the Boat), without the prior written permission of SMB, which may be withheld or conditioned at SMB's sole discretion.
5. During the Term, SMB hereby grants the Owner a limited license to enter SMB's facility solely to access the Boat only when escorted by SMB personnel, and only during SMB's normal business hours.
6. SMB shall not be liable for any consequential damages, lost profits, punitive damages, or other similar amounts. SMB's maximum liability hereunder, for any claims made by the Owner, whether in tort, contract or otherwise, shall be limited to the amounts paid to SMB by the Owner for services rendered hereunder. SMB shall have no liability whatsoever, for any damage, loss, claim or expense related to any casualty, weather, acts of god, or other acts or events beyond the control of SMB.
7. SMB does not guarantee access to any electrical service or any other utilities in the storage facility. The Owner shall not do any work on Owner's boat during the Term.
8. The Owner shall not use or store any flammable materials, toxic chemicals, firearms or any other hazardous equipment or supplies on the Boat or in SMB's storage facility. For safety and fire protection, filling of Boat fuel tanks from transported receptacles is strictly prohibited.
9. Owner shall keep the storage area clear of all gear, tackle or other obstructions. Owner agrees not to dispose of waste or trash of any kind in the storage area. Owner shall not engage in any activity or conduct that might cause damage to the facility or any property stored thereon, whether through excessive wear and tear, unnecessary disturbance or nuisance, or otherwise.
10. Owner shall deliver to SMB duplicates of all keys, and/or combinations to all locks required for access to the Boat. SMB shall enter the Boat only for periodic inspections or to move the boat, or in the event of an emergency.
11. Owner agrees to comply with any other rules or regulations related to the SMB's storage facility that SMB may adopt during the Term.
12. If Owner violates any of the terms and conditions contained in the Agreement or any other rules or regulations promulgated by SMB, SMB shall have the option of terminating this Agreement upon ten (10) days written notice to Owner.
13. To secure the full and prompt payment of any amounts that become due hereunder (including amounts due pursuant to paragraph 15 hereof), SMB shall have a statutory lien upon the Boat.
14. SMB reserves the right to restrict Owner's access to SMB's facility and the Boat if Owner fails to pay amounts due hereunder.

15. Owner agrees to indemnify, defend and hold SMB harmless for all costs and expenses related to any breach of this Agreement by the Owner (including reasonable attorneys' fees), or Owner's storage of the Boat, excluding any costs or expenses arising solely out of SMB's gross negligence or intentional misconduct.
16. If upon termination of this Agreement for any reason or expiration of the Term, the Owner fails to promptly remove the Boat and/or any related property from SMB's facility, within ten (10) days after written notice from SMB, SMB shall may elect, at its sole discretion, to: A) charge Owner a daily rental, at Owner's then published rates; B) treat the property as surrendered and abandoned and take possession thereof for disposal or sale; or C) pursue any other remedy available at equity or law.
17. Owner agrees that the Boat is covered by a full insurance package including indemnity and liability coverage that would cover the cost of the Boat in the event of any casualty or damage to the Boat while at SMB's facility. At SMB's request, the Owner will provide SMB with a certificate evidencing such insurance.
18. To the extent any Boat damages are covered by Owner's insurance during the Term, the Owner waives all rights against SMB and its contractors, consultants, agents and employees for damages to the fullest extent permitted by applicable law.
19. In the event that SMB's facility becomes compromised due to weather, acts of god, casualty or other similar circumstances, SMB shall have the right to terminate this Agreement immediately, in which case the Fee will be prorated based on the actual days of storage provided over the full number of days included in the Term.