



# 2019-2020 WINTER STORAGE CONTRACT

## NOVEMBER 1, 2019 - MAY 1, 2020

BRISTOL MARINE - **SOMERSET**

1 MAIN STREET, SOMERSET, MASSACHUSETTS 02726

508.678.1234

OWNER		BOAT NAME			SAIL OR POWER	
ADDRESS		LOA	BEAM	DRAFT	MAST LENGTH	
CITY/STATE/ZIP		DISPLACEMENT		MOORING #	COMBO/KEY	
TELEPHONE CELL	TELEPHONE OTHER		MANUFACTURER			
EMAIL		INSURANCE AGENT			POLICY NUMBER/EXPIRATION	
SECONDARY CONTACT NAME		SECONDARY CONTACT TELEPHONE			SECONDARY CONTACT EMAIL	

### 1. SELECT ONE OF OUR WINTER STORAGE PACKAGES

Package prices are based on a 25' Minimum LOA and 23' max beam and include haul, pressure wash, blocks, stands, storage and launch in Spring, 2020.

<input type="checkbox"/>	<b>PREMIUM OUTSIDE</b> Storage at waterfront facility SOMERSET, MA in preferred location Preferred priority hauling and launching dates	25' to 39' 40' to 49' 50' to 59' 60' and over Multihulls	\$46/ft \$50/ft \$54/ft \$58/ft Call for pricing
<input type="checkbox"/>	<b>INSIDE SERVICE FACILITY</b> Please contact us, restrictions apply to all vessels, subject to availability	25' to 59' 60' and over	\$11/square foot* Call for pricing \$4,000 minimum**
<input type="checkbox"/>	<b>HEATED INSIDE SERVICE FACILITY</b> Please contact us, restrictions apply to all vessels, subject to availability	25' to 59' 60' and over	\$14/square foot* Call for pricing \$4,800 minimum**

\* Square footage is calculated by multiplying the total length overall (including trailer if applicable) X maximum beam.

\*\* Minimums shown are for boats over 25' (including trailer). Please contact us for pricing on smaller boats such as inflatables, tenders, etc.

### 2. SELECT A HAUL AND LAUNCH DATE

Please be sure to pick both haul and launch weeks, as these are very important for boat positioning in the yard. Other boat schedules may be impacted if your boat is not ready by these dates, so please give them careful consideration to avoid charges resulting from boat moves. Also, confirm that your selected dates satisfy the provisions of your insurance policy.

**HAUL DATES** Please circle one date only for the requested week for hauling out your boat in the fall.

<b>AUGUST 26</b>	<b>SEPTEMBER 2</b>	<b>SEPTEMBER 9</b>	<b>SEPTEMBER 16</b>	<b>SEPTEMBER 23</b>	<b>SEPTEMBER 30</b>	<b>OCTOBER 7</b>
<b>OCTOBER 14</b>	<b>OCTOBER 21</b>	<b>OCTOBER 28</b>	<b>NOVEMBER 4</b>	<b>NOVEMBER 11</b>	<b>NOVEMBER 18</b>	<b>NOVEMBER 25</b>

**LAUNCH DATES** Please circle one date only for the requested week for launching your boat in the spring.

<b>MARCH 16</b>	<b>MARCH 23</b>	<b>MARCH 30</b>	<b>APRIL 6</b>	<b>APRIL 13</b>	<b>APRIL 20</b>	<b>APRIL 27</b>
<b>MAY 4</b>	<b>MAY 11</b>	<b>MAY 18</b>	<b>MAY 25</b>	<b>JUNE 1</b>	<b>JUNE 8</b>	<b>OTHER:</b>

### 3. COMPLETE THE "2019-2020 WINTER SERVICE" FORM

Bristol Marine is a full service yard and can perform complete winterization, spring commissioning and other services for your boat. **There is a minimum requirement for work to be performed by Bristol Marine which includes application of bottom paint, hull topsides buff & wax and replacement of underwater zincs.** Please select these and other options shown and return this form with the contract (payment for these services is not required until a later date).

### 4. RETURN COMPLETED, SIGNED FORMS AND PAYMENT TO BRISTOL MARINE

Please include full payment for the storage package, proof of insurance and all pertinent forms.

OWNER

CONTRACT DATE

I have read the rules, conditions and charges as reflected in the attached "Contract Rules and Regulations 2019-2020"

NOTE: 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 GENERAL LAWS 34-46-1, ET SEQ., AND PURSUANT TO FEDERAL ADMIRALTY LAW". ANY LEGAL EXPENSES INCURRED BY BRISTOL MARINE FOR COLLECTION OF MONIES OWED BY THE CUSTOMER WILL BE THE RESPONSIBILITY OF THE CUSTOMER. PLEASE READ ALL RULES AND REGULATIONS ATTACHED HERETO.

## CONTRACT RULES AND REGULATIONS 2019-2020

It is hereby agreed by and between the above parties, hereinafter known as Bristol Marine and the Boat Owner, to store the above named boat on the following conditions:

1. 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.
2. Washing the bottom is included in the storage rate, unless badly fouled with barnacles, in which case the charge will be on a time and materials basis.
3. There will be an additional charge to Boat Owners who request their boat hang in the slings before launching.
4. Bristol Marine 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. Boat Owners should not plan to be present during hauling/launching. It is the Boat Owner's responsibility to have his/her boat ready for launch on or before the schedule launch date. Prior to launching, all seacocks and drain plugs must be closed. If the Boat Owner's boat is not ready for launch as scheduled and must be moved to provide access to other boats, Bristol Marine will move the vessel and charge the Boat Owner its customary rate.
5. All boats are accepted for storage with the understanding that no persons, other than Bristol Marine employees and representatives will be allowed on board without the Boat Owner's permission. Bristol Marine employees have the Boat Owner's permission to conduct a visual inspection at no charge to the Boat Owner. No boat will be delivered from storage without the Boat Owner's consent, and at least two (2) weeks notice must be given for removal of a boat from Bristol Marine. Any boat moves required to access Owner's boat will be billed to the Boat Owner.
6. Bristol Marine will not be liable for any loss of, or damage to, boat or property of the Boat Owner, his guests or agents from any cause whatsoever, including fire, theft, vandalism, deterioration, part failure, storm or ice damage, wind, acts of God, outside labor, or the work of outside labor. It is the responsibility of the Boat Owner to maintain insurance on the boat and other property at all times. It is the responsibility of the Boat Owner to remove all valuables and electronics from his/her boat for the winter.
7. Bristol Marine assumes no responsibility for any injuries to the Boat Owner, members of his family, or guests while at the facility.
8. Parking is provided for Boat Owners and their guests. Bristol Marine shall not be liable for theft or damage to vehicles or their contents.
9. The Boat Owner will be responsible for emptying his/her own holding tank. Dumping or washing of hydrocarbons, sewage of any kind, or any other pollutants is absolutely prohibited. No dumping of porta potties in Bristol Marine head facilities is allowed. Boat Owner agrees to comply with all Federal, State and local laws. Any violations of environmental laws by the Boat Owner may be subject to Federal and State fines, and the Boat Owner agrees to indemnify Bristol Marine for any costs they may incur due to failure of the Boat Owner or his/her representative to comply with all applicable regulations.
10. Unstepping masts is encouraged. 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 the Boat Owner, it may be done by the yard at the Boat Owner's expense. Bristol Marine will not be responsible for any damage arising from storing boats with the mast stepped. Boat Owner must confirm with his/her insurance carrier that the boat is covered under policy with mast left in place. No sails, dodgers, or roller furlers are to be left on spars. They may be removed by Bristol Marine on a "Time and Materials" basis prior to haul out but this must be arranged by owner prior to haul out.
11. Boat Owners are not permitted to burn paint, use toxic materials, run engines, use heaters, light stoves, or use other flammable materials unless arrangements are made with the yard manager.
12. Land Storage: To minimize the possibility of fire, no electric cords may be left plugged in during winter storage, and no electric heaters may be used. Any cords found plugged in may be disconnected at the Boat Owner's risk unless specific permission has been given. Bristol Marine accepts no liability for ice damage.
13. Boat Owners are responsible for keeping the area around their boats clean, and are responsible for failure of any of the contractors or representative to do so. Bristol Marine reserves the right to clean the area around the Boat Owner's boat, if necessary, and to charge the Boat Owner.
14. If boat leaks are found when launched and pumping or inspection by the yard is required, Bristol Marine may do so at its customary hourly rates.
15. Bristol Marine will only contract to do complete winterization (engine, plumbing, etc). Should the Boat Owner wish to do his own winterization, Boat Owner is responsible for notifying Bristol Marine of completion of the work. Disposal of waste oil, filters, antifreeze, and other toxins must be in accordance with Massachusetts chemical compliance laws.
16. Bristol Marine is not responsible for damage to speed transducers left in during the haul out or launch.
17. All Boat Owners are responsible for independent contractors and other invitees who come on to Bristol Marine's property at the Boat Owner's request. All contractors must have a Certificate of Insurance covering comprehensive general liability and personal injury in a minimum amount of \$1 million, Workers Compensations policy or waiver on file at the Bristol Marine office, comply with Massachusetts Right to Know Laws/Chemical Compliance, and sign in and out at the Bristol Marine office daily. It is the Boat Owner's responsibility to notify Bristol Marine when a contractor has been scheduled to work on his boat. At Bristol Marine's discretion, Boat Owner may be charged for the subcontractors use of its facilities or other amount deemed reasonable for the type of work performed. If contractors do not comply with the above policy, they may be banned from the premises.
18. Customers and contractors will be allowed to work in the yard only during normal business hours between 7:00AM and 3:30PM, Monday through Friday.
19. Children under the age of 12 must wear life jackets when on the docks or floats. Shoes are required at all times on the docks or floats.
20. Boat Owner must provide Bristol Marine 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, Bristol Marine reserves the right to cut off existing locks.
21. Living aboard is not permissible.
22. Dogs must be leashed at all times, and any mess must be cleaned by the Boat Owner. Violators will receive notice. After one notice of violation the pet will no longer be allowed at Bristol Marine.
23. Unless other arrangements have been made with Bristol Marine, a maximum of one-day moorage will be allowed before hauling or after the Boat Owner's boat has been launched. Thereafter, transient charges at a daily rate will apply.
24. No erection of temporary structures, tents, or scaffolds is permitted. Covers or tarps are allowed only with Bristol Marine approval. Any covers, which come loose, may be removed on a "time and materials" basis.
25. Any boats not launched at the end of the winter storage term (11/1 thru 5/1) will be subject to summer storage charges at Bristol Marine's customary rates. If Bristol Marine deems it necessary to move the vessel to another storage area for the summer season, the moving charge will be per current rates.
26. Full non-refundable payment must accompany this contract.
27. Bristol Marine has the right to deviate from any flat rate schedules due to unusual or nonstandard circumstances and charge its then current hourly rate.
28. All Boat Owners storing at Bristol Marine are responsible for compliance to all rules and regulations.
29. Any infraction of the above by the Boat Owner shall, at the option of Bristol Marine, result in cancellation of this contract upon ten (10) days notice to the Boat Owner, and the Boat Owner shall forthwith remove his boat. Bristol Marine will refund on a prorated basis the Boat Owner's rental fee accordingly.
29. All rates shown for storage and other services do not include Massachusetts state sales tax, Environmental Fee (2%) for handling and disposal of waste, and Administration Fee (3%).



# 2019-2020 WINTER SERVICES

BRISTOL MARINE - **SOMERSET**

1 MAIN STREET, SOMERSET, MA 02726

NOVEMBER 1, 2019 - MAY 1, 2020

508.678.1234

OWNER NAME \_\_\_\_\_ BOAT NAME: \_\_\_\_\_

### 3. PLEASE SELECT WINTERIZATION, SERVICE AND SPRING PREP ITEMS FROM THE LIST BELOW:

#### A. WINTERIZATION

All winterized engines and motors will be commissioned by Bristol Marine techs.

All other systems can be commissioned in the spring on a time and materials basis (billed at \$105/hour).

Please contact Bristol Marine with questions or for more details related to the winterization or commissioning of your boat.

- ENGINE**
  - Options:  4 Cylinders or less Qty: \_\_\_\_\_ Make/model: \_\_\_\_\_ \$425/engine + materials
  - Over 4 cylinders Qty: \_\_\_\_\_ Make/model: \_\_\_\_\_ Time & materials
  - Engine service (details of service to be planned with Bristol Marine project manager) Time & materials
  - Stern drive winter service (required only for inboard/outboard drives) Time & materials
  - Jet drive winter service Time & materials
  - Sail drive winter service (propeller service not included) \$325/sail drive
  
- GENERATOR**
  - Options:  8kW or less Qty: \_\_\_\_\_ Make/model: \_\_\_\_\_ \$425/generator + materials
  - Over 8kW Qty: \_\_\_\_\_ Make/model: \_\_\_\_\_ Time & materials
  - Generator service (details of service to be planned with Bristol Marine project manager) Time & materials
  
- OUTBOARD MOTOR**

Please include any dinghy motor winterization in outboard selection.

  - Options:  20hp or less Qty: \_\_\_\_\_ Make/model: \_\_\_\_\_ \$350/motor
  - 2-stroke- over 20hp Qty: \_\_\_\_\_ Make/model: \_\_\_\_\_ \$450/motor
  - 4- stroke- over 20hp Qty: \_\_\_\_\_ Make/model: \_\_\_\_\_ Time & materials
  - Engine service (details of service to be planned with Bristol Marine project manager) Time & materials
  
- BATTERY MAINTENANCE**

Required if engine, generator, or outboard winterization is selected to ensure proper startup during commissioning.  
If owner has an alternative plan for battery maintenance, this must be conveyed to Bristol Marine in the space below.

  - Owner to manage battery maintenance AFTER boat is winterized, hauled and stored
  
- HEAD(S)** Qty: \_\_\_\_\_ \$105/head  
**Heads and holding tanks must be emptied. Owner must arrange for this prior to haul out.**
- FRESH WATER SYSTEM** Time & materials
- SALTWATER SYSTEM** Fixtures & locations: \_\_\_\_\_ Time & materials
- REFRIGERATION** Qty: \_\_\_\_\_ Time & materials
- AIR CONDITIONING** Qty: \_\_\_\_\_ Time & materials
- PUMPS (bilge, sump, foot, etc)** Qty: \_\_\_\_\_ Time & materials  
Please indicate quantity and type
- WATER MAKER** Time & materials
- OPEN ALL SEACOCKS** Time & materials  
After winterization is complete and boat is hauled
- NOTES, COMMENTS AND/OR SPECIFIC INSTRUCTIONS:**

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**B. SERVICE & WINTER PREPARATION**

- STEP/UNSTEP MAST** Length of mast(s): Time & materials + crane time\*  
\*minimum 1 hour at \$125/hour  
 Mast/Spars Outside Storage \$5/foot (\$125 min.) + labor  
 Mast/Spars Inside Storage \$10/foot (\$250 min.) + labor  
 Rig Inspection Please call go discuss
  
- DINGHY STORAGE** Dinghy length (including trailer): Dinghy beam:  
**Please include any dinghy motor winterization in "Outboard Motor" section above.**  
Options:  Outside storage \$32/foot  
 Inside Storage \$8/square foot + labor
  
- SHRINK WRAP\***  To toe rail  To waterline (not recommended with Awlgrip)  
 Clean boat of debris prior to shrink wrap Time & materials  
 Remove canvas and sails (may be required; Bristol Marine not liable for damage) Time & materials
  
- \*Owner will be billed separately for covering (in the fall) and removal/disposal (in the spring).**
  
- CANVAS & SAILS**  
Options:  Remove and store (on boat) Time & materials  
 Remove, clean and store by Thurston/Quantum sails Time & materials
  
- SOFT GOODS (CUSHIONS, ETC)** Time & materials  
Please contact Bristol Marine to discuss options or leave specific instructions below.

**C. SPRING PREPARATION ITEMS - Recommended annually**

- BOTTOM PAINT - Now required for winter storage in 2019-2020 at the Somerset yard** Time & materials  
 Type/color of bottom paint:  
 Same color/type as last year (Per Bristol Marine records)\*  
**\*Bristol Marine keeps records of customer paint selection from previous years. New customers: please provide current antifoul (make/color) to match.**
  
- WASH HULL & DECK (clean exterior with soap and water, just prior to vessel departure)** No charge- included with storage  
Please contact Bristol Marine to discuss options and pricing for a more comprehensive cleaning and detail
  
- TWO STEP HULL DETAIL - Now required for winter storage in 2019-2020 at the Somerset yard** Time & materials  
 Awlgrip (Polyseal)  Gelcoat (wax)
  
- REPLACE UNDERWATER ZINCS - Now required for winter storage in 2019-2020 at the Somerset yard** Time & materials
  
- TWO STEP DECK DETAIL** Time & materials  
 Awlgrip (Polyseal)  Gelcoat (wax)
  
- EXTERIOR VARNISH** \$65/hour- reduced labor rate  
Please contact Bristol Marine to discuss options and pricing.
  
- RUNNING GEAR AND UNDERWATER METAL COATINGS** Time & materials  
Many types of coatings are available. Details & pricing to be arranged with Bristol Marine.  
 Same color/type as last year (Per Bristol Marine records)\*
  
- SERVICE PROPELLER**  Folding  Fixed Time & materials
  
- SERVICE WINCHES** Time & materials
  
- SERVICE STEERING SYSTEM** Time & materials
  
- SPRING SYSTEMS COMMISSIONING** Time & materials

**NOTES, COMMENTS AND/OR SPECIFIC INSTRUCTIONS:**

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