

# NOANK VILLAGE BOATYARD, LLC.

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PROSPECT

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## 2023-2024 WINTER STORAGE AGREEMENT

OWNER + SPOUSE:				BOAT NAME:		
ADDRESS:				MAKE:		
CITY:	STATE:	ZIP:	SAIL/POWER			
HOME PHONE:	LOA:	BEAM:	DRAFT:	MAST LENGTH:		
WORK PHONE:	REGISTRATION #:			KEY NO:		
CELL PHONE:	COMBO or KEY:		KEY LOCATION:			
FAX:	Email:					

(Requested) Hauling Date: (Week of) \_\_\_\_\_ (Not  
(Requested) Launch Date: (Week of) \_\_\_\_\_ guaranteed)

**50% DEPOSIT REQUIRED  
BY SEPTEMBER 1st !!  
(Balance Due Upon Receipt of Invoice)**

Are Additional Services Requested? YES \_\_\_ NO \_\_\_  
(See Decommissioning Checklist)

### PLEASE READ!!

(1) Poppits: Poppits are now included in the standard storage fee.

(2) Rig Up Storage: The majority of sailboats will now be stored mast up. Any rigging charges for dropping backstays, etc will be applied separately.

(3) Rig Down Storage: Sailboats needing to come inside for maintenance or service, as well as those with special circumstances will be stored rig down. Unstepping and stepping will be billed at time and materials. Additional storage charges will apply for radar, boom, spinnaker pole and roller-furlers if stored in rack.

Standard storage rates include: Haul, bottom wash, storage, poppits and launching in spring.  
(Bottoms with extra heavy growth/barnacles will be charged extra.)

### Winter Storage-Sailboats (Mast Up)

Includes: Haulout, Bottom Wash, Storage, Poppits and Spring Launch: (LOA \_\_\_\_\_ x \$68)

### Winter Storage-Power Boats:

Includes: Haulout, Bottom Wash, Storage, Poppits and Spring Launch: (LOA \_\_\_\_\_ x \$55)

Other:

Other:

Dinghy Storage: (Owner's Name Must Be Clearly Marked on Dinghy.)

(Additional: \$600.00)

All Dinghies left in the yard after December 1st will incur a \$600.00 storage charge.

Total Storage Charges

50% Deposit Enclosed

Balance of Storage Due

A 1.5% Environmental Fee will be added to all invoices.

Labor Rates: \$140/hr. mechanical; \$125/hr. rigging; \$90/hr. utility --- Visa, Mastercard, Discover, Amex Accepted

Please Sign on Reverse

# WINTER STORAGE AGREEMENT TERMS

The word "Yard" is used herein to indicate any person authorized to represent Noank Village Boatyard, LLC. The word "Customer" is used herein to indicate the Owner (or any authorized representative) of any vessel stored, docked or moored at Noank Village Boatyard.

**Launching Dates:** The period of this Agreement for winter storage is from November 1, 2023 to April 30, 2024. Winter storage deposits are non-refundable. A firm launch date is required for boat positioning in yard. Launch dates must be noted on the front of this contract. Vessels not ready by this date will be charged at then current prevailing labor rates for each move to accommodate customers who are ready to be launched. Launching should be completed before May 31, 2024, unless a special exception has been made. Vessels remaining on land after June 1, 2024 will be charged summer storage at then current prevailing rates. It is the Customer's responsibility to provide the Yard with the correct combination or key location. Failure to do so may result in lock being cut in order to launch vessel. **Vessels not being docked, moored or stored at NVB must be picked up within 7 days of launch/haul date.**

**Work on Vessels:** Customers and their families may work on their vessel, but are fully liable for damage to their own vessel, other vessels, to Yard property, and the environment. Customers wanting to plug vessels into electric on land must first notify Yard. Absolutely no heaters may be left on inside of vessels unattended. *The Yard reserves the right to prevent or stop any work being performed by a Customer or outside contractor that is hazardous to other people or the environment.*

**Outside Contractors:** Outside contractors may not undertake any work on vessels in the Yard without the prior approval of the Yard. The contractor must provide evidence of liability insurance equal to \$2,000,000 and adequate worker's compensation (or its federal equivalent) and/or disability coverage. The Yard reserves the right to stop any contractor from work that is harmful to the environment or disruptive to other Tenants. **All outside contractors must check in and sign in with the Yard Manager and work through the Yard.** The Yard reserves the right to request that the contractor bill through the Yard. The Yard reserves the right to mark up the invoice as it sees appropriate.

**Responsibility:** The Customer agrees to cover his/her vessel with adequate insurance. It is the Customer's responsibility to ensure that the Yard has, at all times, on hand in the office proof of such insurance on the vessel; which insurance must list Noank Village Boatyard, LLC as an "additional insured". The Yard will be provided with 30 days notice for any cancellation or non-renewal of such insurance. The granting of any storage space and launching service, mooring, slip or dock space, tie-up privilege, towing, hauling, or moving, afloat or ashore, or any service whatsoever granted by the Yard shall be accepted with the distinct understanding, and the Customer hereby agrees, that neither the Yard nor any of its directors, officers, shareholders, employees, agents or assignees assume any responsibility whatsoever for the safety of any vessel at the Yard, either ashore or moored in the boat basin or adjoining waters or during launching, hauling or lifting operations, and none of them shall be liable to the Customer or any person claiming by, through, or under him/her for fire, theft, storm, wind, rain, flood or any damage whatsoever to any such vessel and its equipment, or any property or the person of the Customer, his/her family, employees, guests, or invitees, however caused.

The Customer agrees that neither he/she, nor his/her family, employees, agents, guests or invitees will use staging ladders or other equipment which is the property of the Yard. The Customer hereby releases the Yard and its directors, officers, shareholders, employees, agents or assignees from any and all claims actions, judgments, costs and expenses which the Customer at any time may have for damage to the property of and/or injuries to the Customer, his/her family, employees, agents, guests or invitees. In addition, the Customer agrees to indemnify and hold harmless the Yard and its directors, officers, shareholders, employees, agents and assignees against any and all liability, loss, damages, claims, suits, judgments, costs and expenses, including attorneys fees, resulting from and arising out of property damage and/or personal injuries caused by the Customer, his/her family, employees, agents, guests or invitees.

The Customer agrees that any granting of storage space and launching service shall constitute a rental of space only. No bailment of any kind is intended or created either expressed or implied. The Customer further agrees that all risk or loss, damage or destruction of said vessel, its equipment, or other property of the Customer shall at all times be borne by the Customer. This Agreement is non-transferable by Customer. Customer may not assign the Agreement or assign, license or sublease all or any part of any interest in this Agreement or any space covered hereunder or otherwise permit the use or occupancy in any manner by any other party of any space or launch service covered by this Agreement. In no event may Customer transfer vessels between any storage spaces. This Agreement is freely assignable by Noank Village Boatyard, LLC.

Removal and installation of bilge plugs is Customer's responsibility. Any dinghy or trailer left in Yard must be clearly identified with Customer's name. Trailers must be removed within 7 days after launching vessel or summer trailer storage charges will be incurred. All dinghies not being stored at NVB must be removed from the yard by December 1 of each year. Any identifiable dinghies remaining at NVB after Dec. 1 will incur a \$600.00 storage charge. Any unpaid, unidentified dinghies left in the yard after Dec. 1<sup>st</sup> will be sold. All customer-owned poppits stored at NVB must be clearly labeled with Customer's name. Below deck unhooking and hookup of electrical equipment wires including those found on radar, wind instruments, radio, etc. are not included in the unstep and step of mast and will be charged the then prevailing yard rates. Customers who are servicing their own batteries must have batteries hooked up and in working condition prior to the launching of the vessel. Those same Customers may incur a charge if vessel is found without batteries in working order at the time of launching. The Yard is not responsible for shrinkwrap damage or failure due to high winds, ice, snow and rain. There will be an additional shrinkwrap charge for vessels with towers. All shrinkwrapping must be done by the Yard. No tarps are permitted to be used as covers. No terms or conditions herein may be changed or modified unless in writing, signed by both Parties.

**Excused Delay:** Notwithstanding anything to the contrary contained herein, if the Yard's performance of any term or obligation is impacted by an "Excused Delay", the Yard may extend the time for performance of its term or obligation and the Yard shall be entitled to perform such term or obligation within an appropriate time period after the expiration of the period of such delay. As used herein, an "Excused Delay" means a delay directly or indirectly caused by an Act of God, declared state of emergency or public health emergency, pandemic (specifically including COVID-19), government mandated quarantine, war, acts of terrorism, and/or order of government or civil or military authorities, fire, flood, earthquake or similar natural disasters, extreme weather events, riot, terrorism, civil strife, labor disputes or disturbances or other extraordinary events outside the control of the Yard.

**Payment Terms: 50% due with contract by September 01, 2023. Balance of storage fees will be invoiced upon haulout. All invoices are due upon receipt of invoice.**

A 1.5% environmental fee will be added to all invoices with a maximum fee of \$75 per invoice. Please note that sales tax will be added to quoted prices at the then applicable rate. A 1-1/2% finance charge (18% annual finance charge) will be placed on all accounts not paid within 30 days. All bills must be paid prior to launch-no exceptions. A \$50.00 charge will apply for all checks returned for insufficient funds. The customer hereby agrees to pay all costs of collection and reasonable attorney's fees incurred by the Yard in the collection of all charges contracted for by the customer. If legal proceedings are necessary in order to collect this debt, Connecticut law and jurisdiction will apply.

The Yard reserves the right to cancel this agreement for violations of the above regulations upon giving 10 days notice. In such case, a prorated refund will be made to the Customer and the vessel shall be promptly removed from the Yard. The failure by the Yard to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provisions. Further, any express waiver by the Yard with respect to any breach of any provision hereunder by Customer shall not constitute a waiver of Yard's right to thereafter fully enforce each and every provision of this Agreement. All terms, provisions and conditions of this Agreement shall continue to apply during any holdover period by the boat beyond April 30, 2024 unless or until a Summer Storage Agreement is entered into.

**Please also sign and return the 2023 Decommissioning Checklist & 2024 Commissioning Checklist.  
Please remember to forward the office a current copy of your insurance policy.**

**I HAVE READ THE FOREGOING AND ACCEPT ALL TERMS AND CONDITIONS.**

\_\_\_\_\_  
Signature of Owner "Customer"

\_\_\_\_\_  
Date

PAYMENT INFORMATION: CHECK ENCLOSED

PLEASE CALL THE OFFICE WITH CREDIT CARD INFORMATION

WE ACCEPT: Mastercard Visa Discover Amex