

Fall Winterization & Storage

Name: _____

DESIRED HAUL OUT DATE: _____

*****Customer is responsible for pumping head clean – ORBY does NOT empty holding tanks*****

STANDARD SERVICES:

- Pick up Boat from ORBY or Customer's Berth/Mooring/House
- Fill fuel tank to 95% and add fuel stabilizer (Any boats coming to ORBY via trailer must be filled by customer)
- Haul Boat
- Pressure Wash Bottom, Engine & Acid Clean Hull
- Rinse Boat with Fresh Water (Salt Away)
- Winterize Engine (flush with fresh water, winterize engine to mfg specs, change gear oil, grease all fittings, & general inspection)
- Winterize Boat Systems (head / fresh & salt water pumps, etc...)
- Inspect Prop for Damage / Send out for reconditioning if needed
- Remove Battery(s) for inside storage (ORBY can no longer remove batteries and leave loose for pickup)
- Remove Electronics for inside storage
- Take down canvas enclosures / Lower Bimini Tops
- Shrink Wrap Boat (add Mildew control products as applicable)
- Service Mooring as Required
- Service Trailer / Make sure trailer is "road safe" (verify lights, bearings, tires, etc) – Mandatory for any trailers ORBY tows
- Store Boat on ORBY Property – see attached *Storage License Agreement*

SUGGESTED OPTIONAL SERVICES (Please check those desired):

- Perform Cooling System Service (thermostat, pressure relief valve, water pump)
- Perform Fuel System Maintenance (clean VST & replace secondary fuel filters – injectors if needed)
- Remove Gear – Please specify what you'd like us to remove – all gear must be picked up within 7 days
 - Detail Boat - Wax & Polish Hull & Topsides / Clean & Protect Vinyl / Remove Tarnish & Polish Metal
(Circle those above that are desired and the Crew will perform them prior to launching your boat in the Spring)
- Deliver Boat: _____

WINTER WORK: *Please list any items or projects you would like addressed on your boat before next season so we have ample time over the winter to address your needs. Thanks!*

My signature below authorizes ORBY to service my boat as indicated on this form based on current rates and estimates as well as terms & policies for storage & payment detailed on the back/second page of this form. I have read, understand, and agree to provide the required insurance certificate if my boat is to be stored at ORBY.

Signature

Date

Storage Contract, License, & Agreement

The terms “Customer”, “Owner” and “Representative” shall apply to any owner, person(s), business, representatives, successors, assigns, and guests of a boat. B.K. Enterprises, d.b.a. Oyster River Boatyard shall be referenced below as ORBY.

- **Insurance:** ORBY requires that ALL boats berthed, stored, or being serviced by ORBY have an ‘all risk’ insurance policy active and in effect along with providing ORBY a yearly copy the boats Certificate of Insurance. Such policy must include hull insurance in an amount at least equal to the value of the boat and its contents, general liability, and protection & indemnity insurance with limits of at least \$300,000 per incident for other damages. ORBY, its officers, agents, servants, employees or contractors shall not be liable for any claim, loss or cost arising in whole or in part out of any injury, loss or damage to any person or property while in or at the Boatyard or in transit thereto and therefrom, or out of any condition within or around the Boatyard, unless due solely to gross negligence or willful misconduct on the part of ORBY, nor for any claim, loss or cost arising in whole or in part out of any act or omission of another vessel or owner or persons acting thereunder. The parties acknowledge that ORBY is not liable for any loss, damage, or theft of the vessel, its equipment or any other property of the licensee. The owner or representative shall hold harmless and indemnify ORBY its officers, agents and employees from and against all liability, loss claims, damage & injury associated with the use of ORBY facilities, loss or cost including without limitation, attorney’s fees, arising in whole or in part, out of any injury, loss or damage to any person or property anywhere occasioned by any act or omission of the owner or representative, any act or omission of any person operating, on-board, or visiting the boat, or any act or omission related to the boat. In addition to the foregoing, ORBY may make all repairs and replacements to the Boatyard, docks, walkways and slips necessitated by any of the foregoing acts or omissions and the owner or representative shall pay to ORBY on demand all costs and expenses thereof.
- **Time Period:** The winter storage period begins the later of September 1st or the actual date the boat is hauled on ORBY property and extends through the sooner of June 30th or the actual date the boat is launched and released from ORBY property of a calendar year. The summer storage period begins July 1st and extends through August 31st of a calendar year. ORBY may refuse to lease storage space for any reason and reserves the right to terminate this agreement with written notice to the Customer and may assign this agreement to successors. This agreement is not assignable by the Customer. The leasing of storage space for one period does not guarantee availability of space for any subsequent periods. If the boat is not removed by the expiration date of a storage period the terms of this agreement will carry forth and apply to the next subsequent storage period.
- **Payment:** Payment is invoiced at the beginning of each storage period and is due based on the terms described below. There is no provision for refunds or proration of the storage fee for durations shorter than the periods stated above. Full payment is due upon receipt of invoice. Payments not received within 30 days will accrue finance charges at a rate of 1.5% per month. Additionally, a \$39 late fee will be charged monthly during which no payments have been received towards outstanding balances. ORBY shall have statutory maritime liens (both state and federal) upon the boat, engine, and contents to secure any and all storage fees, services and parts supplied to the Customer. ORBY retains the right to lock/secure the boat and prevent removal from ORBY property until all charges have been paid. Should ORBY pursue collection, all legal and other costs such as but not limited to storage fees & relocation fees associated with such activities shall be the responsibility of the customer.
- **Storage Space:** ORBY assigns no specific storage space on their property to a specific boat and this agreement is simply covers the rights of storage on ORBY property as a whole which includes multiple property locations within West & South Chatham, MA. ORBY reserves the right to relocate, access, inspect and operate the customer’s boat during a storage period.
- **Work:** Customers may NOT perform work on boats in storage; specifically, no spray painting, no welding, and no use of Insured’s ladders may occur. Outside contractors may perform work with ORBY permission and proof of insurance.