

[www.TappanZeeMarina.com](http://www.TappanZeeMarina.com)

P.O. # 366  
Piermont, NY 10968



Name & Address

## Winter Contract \*

Date:	
Email:	
Deposit:	
<b>Bal due *</b>	

**\*Full payment due w/ contract  
\*Sign contract then initial all pages. Mast service, storage & Dinghy Storage extra.**

**Circle or fill in required information below - & fill in all requested information.**

Boat Make /Size		Employer	
Boat Year		Employer Address	
Boat Name		Cell Phone	
Sail or Cruiser		Home Phone	
Drivers License		Work Phone	
License exp.		SS No :	
Boat Ins Co.		Policy ID #	

Contract - Call office for Pricing  
Winter Storage: \$ \_\_\_\_\_

**YOU MUST SUBMIT PROOF OF BOAT INSURANCE WITH THIS CONTRACT OR BE BILLED \$500**

1. Fill in <b>land storage fee due in full</b>	
2. Service Order Request amount:	
3. Write storage fee PLUS ½ amount in #2 (if applicable)	
4. Fill in deposit amount in line (Storage + ½ of Services)	
5. Balance	
*You will be invoice later with above balance + other fees (winterization materials) and for other work if requested .	

I accept & agree to abide by the terms of this contract, stated above, its reverse side, with all posted rules & on Work Order requests. **All balances on this contract & any past due amounts are due at time of haul-out. Agreement is through 4/30. Boats remaining after 4/30 due to owners non-prep to launch will be billed at \$20 per day+up to \$200 per move (if necessary).** Sign & submit with full payment.

Contract is binding after payment submitted and is received.

FILL IN DATE

Licensee Print Name:		2013
Licensee Sign Name:		2013
Signature by Tappan Zee Marina		2013

IF THIS CONTRACT IS NOT PAID IN FULL BY 10/31 F/C BEGIN AS STATED ABOVE.

1. Tappan Zee Marina, also known as TZM, TZ Marina or Marina in these documents, agrees to perform the Winter Storage procedure, as in #2 & leases to the owner (or its agent) the land space occupied by the boat for a period from Nov. 1<sup>st</sup> through April 30<sup>th</sup> of the contract period.
2. The fee charged included hauling, power wash, scrape, blocking, land storage & launching. The contract balance is due upon signing. Hauling after 10-31- is at the discretion of TZM.
3. This agreement being an agreement for the performance of specified services and for land rent only, no liability for injury, loss or damage to the owner's boat, or to the owner, members of his family, guests, employees or agents is assumed by Marina, nor will Marina be held liable for loss or damage due to delay in hauling, launching or any work caused by weather, acts of God or other incidents beyond the control of the Marina.
4. Payment in full, less deposit will be due with the order to haul. Interest at the rate of 2% per month will be charged on past due accounts. Winter Land Charge covers period ending 4/30 of contract period. Boats not in the process of preparation will be charged summer rates &/or posted land fees.
5. Upon expiration of this agreement a new contract must be signed. If the Owner has not removed the boat from the Marina and a new agreement is not signed for the upcoming season then all conditions set forth in the agreement of the succeeding contract period will be in force. This will include any increases in the rates as posted & charged by the Marina for the next contract season.
6. Owners are forbidden to move or adjust blocking under boats, but same (blocking) is entirely owner's responsibility & is compelled to report any need for adjustment to the TZM office. Owners are forbidden to tie any tarps, lines or wraps to the blocks, blocking stands or boat jacks. Sailboat owners are responsible to chain their jacks together after it is hauled and set.
7. No hired help, or outside professionals permitted to work on boats. Use of personal power wash equipment is forbidden.
8. The use of any non-marine rated electric extension cord is prohibited. Owners may use only marine rated 30amp shore powered cords. Electric cord use is at the sole risk of the user and Marina shall be exempt from any and all liability for any damages or injury to any person or property caused by or as resulting from the use of any electrical devise. Boat owner is responsible to keep the integrity of the marine related cord and replace if worn, chaffed, split or damaged in any way.
9. Owners are responsible for the actions of their children, guests &/or animals at TZM.
10. The Marina undertakes only those services indicated upon the Winter Agreement & Schedule of Services offered when signed & ordered by the owner via a signed contract.
11. The Marina provides no security protection and assumes no responsibility whatsoever for the safety of any boat(s) or equipment referred to or indirectly nor to the owner while securing the owners boat to a dock or inspecting their own boat while in the marina yard or on the dock. Boat safe shoes use is required while on TZ docks. Children must wear flotation devise while on the marina docks.
12. Unless the marina receives a boat inspection request via a specific written work order (service order) with feasible charge indicated to inspect the boat during storage period, the marina does not inspect the boat(s) during the contract period nor accept responsibility for any damage that an inspection might have prevented. The owner is granted access to the marina to inspect their boat during daylight hours only.
13. The Marina will NOT be liable for any loss or damage for any cause, including but not limited to fire, theft, malicious mischief, the elements which may arise causing damage to said boat and equipment, movable stores, or any other property of the owner or his guests including but not limited to vehicles parked in the marina, or for any consequences thereof.
14. The Marina reserves the right to assume control & charge of any boat or equipment for the protection of life and property in catastrophic conditions. The Marina assumes no responsibility for personal injuries sustained by the owner and his/or her guest on the Marina property.
15. Any privileges granted hereunder shall cover only the boat(s) owned by the owner & identified in the Winter Agreement and shall be personal to the owner and may not be assigned.

16. If the privileges granted in this contract are terminated for violation of the rules & regulations governing the boat yard or promulgated by the Marina, or if privileges granted by this Marina are surrendered or abandoned by the owner prior to the termination of the term of this contract, the owner shall not be entitled to a refund of the storage bill or any charges due or paid prior to such termination, surrender or abandonment and the owner shall remove her/her boat at his/her own expense and risk.

17. Upon termination of this agreement or upon demand of TZM, the boat & equipment shall be returned to ONLY the owner.

18. The Marina assumes no responsibility for delays for causes beyond its control in hauling, repairing, servicing, cleaning or launching.

19. The owner must prepare his/her boat for launching by April 30<sup>th</sup> of the contract period. If owner fails to do so & is blocking the launch of other boats, a fee is charged for EACH move and re-block of up to \$200 each move ( depending on size of boat) plus \$25 per day. SEE OFFICE FOR LISTED RATES

20. In the event that the owner fails to pay an outstanding invoice or fee, the Marina may retain & liens the boats until all charges are paid. If the Marina uses a service/or lawyer for collections, owner is responsible for all related fees. If the Marina auctions the boat, written notification of intent will be mailed by certified letter or regular mail to the address on the contract. If any charges remain unpaid within 10 days within the notification of the Marina, then the Marina may cause the boat and/or equipment to be sold at public or private auction. The proceeds of the sale will include legal fees & all unpaid charges plus finance charges. If the proceeds are insignificant, the owner will be required to pay the difference to avoid a civil suit. Any surpluses of auction will be returned to the owner.

21. Owners must remove all loose and valuable gear off their boats i.e. electronics, antennas. If the owners fail to do so, the Marina may do so & make appropriate charges.

22. The Winter Agreement encompasses land storage plus any signed/verbal order.

23. Unless owner signs a TZM service order to be done by the Marina, the following work MUST be done within 24 hours of haul-out:

- A. all portable outboard engines must be removed.
- B. All inboard/outboard boats stern drive(s) must be removed.
- C. All electronic equipment, portable gas tanks, batteries must be removed.
- D. All summer canvas & personal or removable gear must be removed including all food, beverages, cleaning liquids.
- E. The owner is responsible to check if the drain plug was removed after all & has the sole responsibility to remove the drain-plug if it is still in place.

24. Fenders and lines must be onboard for use while hauling/launching or will be provided by the Marina at the owner's expense. Keys must be left in or on file with Marina office so that Marina may check boats for leaks if hauling/launching without the owner present. After April 30<sup>th</sup> of the contract period, all boats launched & commissioning completed, of those that are NOT TZM slip holders, must leave Marina property within one day or will be charged a daily dockage fee of \$100 per day.

25. Boats offered for sale MUST be listed with the Marina office. If Marina is involved with the sale a commission of 15% will due to the Marina. If owner or anyone else sells the boat, including a yacht broker, TZM shall be paid 10% of the gross sale price of said boat.

26. Owners are not permitted to raise sails, to use heaters, battery charges, car chargers, run motors, light stoves, BBQ or use flammable substance on their stored boats. The previously mentioned items MUST NOT remain on the stored boat.

- 27. Owners must purchase fire, theft, liability & extended coverage for owner’s boat and provided proof of insurance to Marina. If such insurance is not presented a fee of \$500 shall be levied. Each owner shall be responsible for any damage caused to another boat or structure or TZM facility, or neighboring structures whether caused by negligence or not. Each insurer shall waive subordination against the Marina.
- 28. Use of poly-tarp to use as winter coverage is NOT acceptable and not recommended by Marina. If used, the owner is responsible for all damages caused to other boats, equipment and/or structures if blown off owners boat.
- 29. No individual is permitted to carry fuel onto Marina property as action is prohibited by DEC/NYS Law.
- 30. Owners must keep area under & around their boat clean of debris & garbage or \$100 will be assessed per incident.
- 31. No one may bring or use automobile antifreeze in their boat as this action is prohibited by DEC/NYS law.
- 32. Port-o-potties may NOT be emptied in Marina bathrooms.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Tappan Zee Marina \_\_\_\_\_ Date \_\_\_\_\_

**Initial &/or sign where indicated) Contract period November 1st –April 30th**