



A FULL SERVICE MARINA • PLEASANT STREET, BASS RIVER, MA

130 Pleasant St. P.O. Box 248 South Yarmouth, MA 02664
Telephone: 508-398-2256 Fax: 508-394-9708
www.shipshops.com

2012 Boat Storage Contract

Date: _____

This agreement for the winter storage of a BOAT between Ship Shops Inc. ("SHIP SHOPS") and the BOAT's Owner/Authorized Agent ("OWNER") is not a bailment and is subject to the Boat Storage Terms and Conditions on the reverse side, which the OWNER has carefully read and acknowledges.

Owner of Boat or Authorized Agent

Full Name _____ e-mail address _____
Mailing Address _____ City _____ State _____ Zip _____
Work # _____ Home # _____ Cell# _____

Boat Information

Name _____ Hull ID # _____ Doc # or State Reg. # _____
LOA _____ Color _____ Make _____ Model _____ Year _____
Hull Style: FLY BRIDGE EXPRESS RUNABOUT SAIL CABIN CENTER CONSOLE OTHER (circle one)
Engine model _____ Single ___ Twin ___ Total Horsepower _____ Diesel ___ Gas ___

For purposes of this agreement, length overall may include all overhanging parts of the BOAT. BOATS stored on oversized trailers may be subject to additional charges.

Boat Insurance Information MUST BE PROVIDED IN ADVANCE OF SERVICE/STORAGE

A copy of Certificate of Insurance is attached here to and made a part of this contract. Initials: _____
Insurance companies can fax to: Fax (508-394-9708)

TOTAL STORAGE PAYMENT DUE

Amount due reflects storage cost only

Winter season Storage: _____ Feet LOA @ \$ _____ /FT. = \$ _____
< 28 feet: \$28/Lin. foot
28 foot +: \$32/ Lin. foot

(November 1 to May 1)

Non-Dockage/Storage customers bringing a BOAT into the Marina prior to November 1, or leaving after May 1, may be subject to temporary storage or dockage at prevailing rates and or holdover rates.

INCOMPLETE AND UNSIGNED CONTRACTS WILL NOT BE ACCEPTED BY THE LICENSOR. Requests for service will not be honored in the event of incomplete or unsigned contracts. BOAT WILL NOT BE LAUNCHED UNLESS ALL ACCOUNTS ARE CURRENT. Overdue accounts are subject to finance charges at an annual percentage rate of 18%. OWNER has read the front of this Boat Storage Contract and its reverse side Boat Storage Terms and Conditions and agrees to them.

OWNER _____ Date SHIP SHOPS INC. _____ Date

Boat Storage Terms and Conditions

1. **NEGOTIATION.** OWNER recognizes the BOAT could be stored at other facilities on Cape Cod and acknowledges that the amount charged for storage at SHIP SHOPS is disproportionately small in comparison to the value of the BOAT and the risks of damage to the BOAT during winter storage. Owner also acknowledges that this Boat Storage Contract was negotiated with SHIP SHOPS whom OWNER understands would reasonably charge substantially more absent these terms and conditions.
2. **INSURANCE.** OWNER acknowledges SHIP SHOPS does not carry insurance on the BOAT. OWNER warrants the BOAT is insured under a hull and machinery policy or all-risk policy in an amount equal to the BOAT's value and OWNER warrants the BOAT has in addition third party liability insurance coverage of at least \$500,000 per occurrence. OWNER further accepts responsibility for any injuries to persons or damages to other boats or SHIP SHOPS' property caused by the BOAT or caused by any persons brought to SHIP SHOPS by OWNER or otherwise present at SHIP SHOPS as OWNER's invitees.
3. **DAMAGE MITIGATION.** In the event of an emergency or threat to safety or security, OWNER authorizes SHIP SHOPS but does not obligate SHIP SHOPS to attempt appropriate measures to mitigate damages to the BOAT, other boats, and SHIP SHOPS' property and environs and OWNER agrees to pay SHIP SHOPS its reasonable charges for mitigation attempts.
4. **OWNER'S ACCESS.** During the time of this Boat Storage Contract OWNER has access to the BOAT to work on it. In addition, if OWNER desires work on the BOAT the type of which is not provided by SHIP SHOPS, OWNER's outside contractor performing that type of work may access the BOAT, provided the outside contractor first provides a Certificate of Insurance satisfactory to SHIP SHOPS, naming SHIP SHOPS an additional insured. OWNER acknowledges that the outside contractor's insurance does not absolve OWNER of responsibility for injuries or damages arising from the outside contractor.
5. **NO BAILMENT.** OWNER acknowledges that SHIP SHOPS does not have exclusive possession and control of the BOAT, which is shared during the storage period with OWNER, who has access to it as described in the previous paragraph. OWNER further acknowledges his/her responsibility for the safety and security of the BOAT for storage. Accordingly, OWNER acknowledges this Boat Storage Contract does not constitute a bailment and is not for any specific storage space or work to be conducted by SHIP SHOPS.
6. **NEGLIGENCE EXCLUSION.** OWNER acknowledges that OWNER is responsible for the BOAT and any persons brought to SHIP SHOPS by OWNER or otherwise present at SHIP SHOPS as OWNER's invitees. OWNER agrees and understands that SHIP SHOPS shall not be held in breach of contract or negligent (not amounting to gross negligence) for any dollar damages due to (a) injury to persons including death or (b) damage to any property including the BOAT and its contents. This exclusion of any claim by OWNER and OWNER'S invitees for breach of contract or negligence (not amounting to gross negligence) includes any incident arising in any way from this Boat Storage Contract and storage of the BOAT at SHIP SHOPS, regardless of whether caused by SHIP SHOPS' or its agents' acts or omissions, wind, rain, snow/ice, flood, sinking, fire, spillage, power outage, structural or mechanical failure, theft, vandalism, or any other event.
7. **HOLD HARMLESS.** Accordingly, OWNER agrees to indemnify and hold SHIP SHOPS harmless from all claims of bailment, all claims of breach of contract, and all claims of negligence (not amounting to gross negligence) against SHIP SHOPS arising from this Boat Storage Contract.
8. **EXTENSION.** Owner acknowledges this Boat Storage Contract's provisions shall extend to periods before and after the dates listed on the reverse side if the BOAT is present at SHIP SHOPS beyond such date(s) and if no other applicable written agreement has been executed.
9. **NON-TRANSFERABLE.** This Boat Storage Contract is not transferable or assignable by OWNER.
10. **AMOUNTS DUE SHIP SHOPS.** The Total Storage Payment Due noted on the reverse and storage charges for extended periods, plus any ancillary charges such as winterizing, bottom washing, shrink wrapping, and other SHIP SHOPS' yard work, plus finance charges, are all due upon billing to OWNER.
11. **LIENS.** OWNER agrees that any unpaid amounts due SHIP SHOPS under the previous paragraph constitute a maritime lien on the BOAT in favor of SHIP SHOPS. While SHIP SHOPS is entitled to foreclose its lien in an *in rem* lawsuit against the BOAT and to prosecute an *in personam* lawsuit against the OWNER for unpaid amounts due, if OWNER does not pay all unpaid amounts due and remove the boat after written demand to do so, OWNER agrees that SHIP SHOPS in addition may at its option sell the BOAT non-judicially to recover unpaid amounts due and take such other steps as SHIP SHOPS deems appropriate to remove the BOAT from SHIP SHOPS' premises, including disposal of the BOAT. OWNER agrees to pay for SHIP SHOPS' reasonable attorneys' fees and costs incurred in enforcing the provisions of this paragraph.
12. **SEVERABILITY.** Should any term or condition of this Boat Storage Contract be held void or unenforceable, then that term shall be deemed narrowed or severed and the enforceability of the remainder shall not be affected and will remain in full force and effect.
13. **MARITIME LAW.** This Boat Storage Contract shall be governed by admiralty and maritime law and Massachusetts law where maritime law is silent. Owner agrees that the Limitation of Shipowners' Liability Act shall not be invoked for the BOAT in storage.
14. **DISPUTES.** Venue for any lawsuits arising from this Boat Storage Contract shall be, at SHIP SHOPS' sole discretion, in Federal District Court for the District of Massachusetts or Barnstable County courts.
15. **THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS DOCUMENT CONTAIN THE ENTIRE UNDERSTANDING BETWEEN OWNER AND SHIP SHOPS AND NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN, HAS BEEN MADE REGARDING THE BOAT'S STORAGE WHICH IS NOT INCLUDED IN THIS CONTRACT.**