



## Jeff's Marine, Inc.

2 Brooklyn Heights – P.O. Box 236 – Thomaston, ME 04861

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### 2023 – 2024 Storage Contract

#### Definition of Routine Work

Jeff's Marine defines "routine work" as the following services. Stored boats will have all defined services performed, unless requested otherwise by the owner. Work is billed according to hours worked and materials used.

#### Fall Winterization

Fall winterization services include the following:

- Haul Out
- Fuel & Stabilize\*
- Pressure Wash\*\*
- Winterization of Engine
- Winterization of Any Added Components of Boat (e.g., Head Clean Out, Water System Winterization, etc.)

*\*Only boats fueled with E10 (Ethanol) will be fueled and stabilized. Any boats with ethanol-free gas or unknown gas will not be fueled.*

*\*\*Pressure washing is required for all boats prior to being stored on Jeff's Marine property.*

#### Spring Commissioning

Spring commissioning services include the following:

- Commissioning of Engine
- Test Running of Engine and Boat to Check Performance
- Testing of Running Lights
- Testing of Bilge Pumps
- Testing of Any Additional Pumps, Electronics, Etc.
- Other Commissioning Tasks at Customer's Request (e.g., Buff & Wax, Bottom Paint\*, Cleaning, etc.)

*\*Bottom Paint will be done in the spring if the boat has previously been bottom painted.*

#### Winter Work

Winter work services include the following:

- Repowering
- Installation of Lights and Electronics
- Installation of other Boat Accessories or Modifications
- Bottom Painting\*
- Bottom Paint Stripping & Repaint
- Steering
- Lettering



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- Fiberglass Work
- Bright Work
- Canvas & Upholstery Work
- Power Trim & Tilt Work
- Trailer Work
- All Other Sub-Contracted Work

*\*Bottom Paint will be done over the winter if the boat has not previously been bottom painted.*

### General Yard Work

Owner agrees to abide by such rules and regulations as Jeff's Marine, Inc. ("Jeff's Marine") may establish for the safety, benefit and convenience of all boat owners. Owner shall comply with all state and federal environmental regulations while at Jeff's Marine. Owner shall not engage in the overboard discharge of marine heads or septic, oily or contaminated bilge water, or any other contaminated substance. All waste and hazardous materials must be disposed of in accordance with local, state and federal regulations.

### Payment Clause

No boat will be launched, delivered, prepared for customer pick-up until ALL outstanding bills have been paid or satisfactory arrangements have been made with Jeff's Marine. Owner acknowledges that they have received the payment clause information as well as the current service rates. The owner further acknowledges Jeff's Marine's requirement of payment for any and all outstanding invoices be paid prior to departure and/or delivery of the boat.

### Other Rules

Additional rules for use of Jeff's Marine's storage and dock space are as follows:

1. Owners, or their agents (contractors), may not perform work on a vessel while it is docked or stored on Jeff's Marine's properties.
2. Owners may visit their vessel while in storage. For all visits to Jeff's Marine's storage annex, Jeff's Marine employee supervision is required and will be billed at the current hourly rate.
3. All debris left by the owner and their agents will be cleaned up by Jeff's Marine at the owner's expense.
4. Owners, or their guests, will not fish in any form on Jeff's Marine property.
5. This storage contract ends on August 1, 2024. If the owner's boat is not removed from Jeff's Marine prior to that date or satisfactory arrangements have been made, the owner will be subject to additional storage fees.

### Additional Terms & Conditions

#### Service Work

Owner agrees to pay for all services, parts, labor and materials described herein and/or described on work orders and/or emails for all other incidental services, parts, supplies, and materials which



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Jeff's Marine deems necessary to perform the work specified by the owner or owner's instructions. Owner understands that all invoicing is done on a time and material basis. Owner understands that all prices, time, materials, and labor listed on service estimates to perform the work are estimates only and subject to variance. Owner acknowledges receipt of a copy of the current Jeff's Marine Service Rate Sheet and definitions of routine work for fall winterization, spring commissioning, and winter work.

### **Release of Liability**

Owner is aware of the various types of risks that are involved and associated with the storage and dockage of their boat on Jeff's Marine's premises. The boat and all other property of the owner and their agents, which might be brought onto Jeff's Marine's premises during the term of this contract and any extensions thereof, is at the sole risk of the owner and their agents. Jeff's Marine, its employees, and its subcontractors will not be liable for any loss or damage to the owner's boat or any related property under any circumstances including, but not limited to fire, theft, vandalism, or water damage, unless caused by Jeff's Marine's sole negligence. Jeff's Marine shall not be liable for any damages or delays of any kind caused by strikes, accidents, or events, which are unavoidable or caused by circumstances, which are out of Jeff's Marine's control.

Jeff's Marine assumes no liability or responsibility for damage to the boat resulting from the boat's inability to withstand normal haul out and launch due to age or construction deficiencies. Jeff's Marine also assumes no liability or responsibility for damage to the boat resulting from any repowering of the boat.

OWNER SPECIFICALLY AGREES THAT THEY HAVE PROCURED HULL, PROTECTION AND INDEMNITY INSURANCE, AND POLLUTION COVERAGE FOR THE VESSEL WHILE BEING STORED AT JEFF'S MARINE AND THAT SUCH INSURANCE SHALL BE THE SOLE SOURCE OF RECOVERY FOR THE OWNER IN THE CASE OF INJURY OR DAMAGE TO OWNER, THEIR FAMILY MEMBERS, AGENTS, EMPLOYEES OR GUESTS, OR TO OWNER'S BOAT, INCLUDING, BUT NOT LIMITED TO, DAMAGE BY FIRE, THEFT, VANDALISM, OR WATER. OWNER SPECIFICALLY WAVES ANY RIGHTS OF SUBROGATION BY THEIR INSURER AGAINST JEFF'S MARINE FOR ANY INJURY OR DAMAGE TO THE OWNER, THEIR FAMILY MEMBERS, AGENTS, EMPLOYEES OR GUESTS, OR TO OWNER'S BOAT, INCLUDING, BUT NOT LIMITED TO, DAMAGE BY FIRE, THEFT VANDALISM OR WATER, DURING THE TERM OF THIS STORAGE CONTRACT.

### **Future Agreements and Rates – Extensions**

Invoices for storage and any other services provided by Jeff's Marine to the owner's boat, motor, or trailer will be sent out once service is completed. Invoices are due upon receipt.

Jeff's Marine reserves the right to cancel this agreement for violation of any of Jeff's Marine's rules or regulations or of this agreement's terms and conditions and to retain all amounts paid in advance hereunder as liquidated damages. In the event that Jeff's Marine is required to retain legal counsel to enforce any obligations of the owner, or rights of Jeff's Marine pursuant to this



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agreement, then the owner agrees to pay Jeff's Marine, and be liable for any and all expenses Jeff's Marine may incur including, but not limited to, attorneys' fees and costs of collection.

### **Authority to Relocate and Transport Boat**

Owner agrees that Jeff's Marine shall have the right, but not the obligation, to relocate or transport the owner's boat while it is located on Jeff's Marine's properties as Jeff's Marine shall deem appropriate. Owner further agrees to reimburse Jeff's Marine for any charges accrued in connection with transportation of the boat. Subject to the terms and conditions herein, owner shall at all times have full care, custody, and control of this boat, except as specifically agreed to in writing by Jeff's Marine due to special circumstances. Jeff's Marine, its employees, and its subcontractors, when on the said boat or exercising its rights hereunder, shall be deemed to be the agent for the owner for such purpose.

### **License**

With regard to storage of the owner's boat outside of a Jeff's Marine building, the owner releases Jeff's Marine from any liability as a warehouseman, liveryman, bailee or landlord, it being agreed that none of such relationships exist between the parties hereto and the Jeff's Marine merely grants a license to the owner to storage of the owner's boat subject to the terms and conditions of this agreement, which license is revocable by Jeff's Marine at any time.

### **Contracted Work**

#### **Inside Work**

Owner or outside contractors may not perform work on owner's boat or equipment while the boat is located inside any Jeff's Marine building, unless prior arrangements have been made with Jeff's Marine.

#### **Outside Work**

**NO** outside contractors or professional help will be permitted to work on boats located at Jeff's Marine's premises unless prior arrangements have been made by Jeff's Marine. Any outside contractor or professional help shall provide proof of insurance, combined with single limit for bodily injury and property damage, to Jeff's Marine reflecting coverage for not only damage to the owner's boat, but also coverage for damage to Jeff's Marine's property and/or the property of other owners arising out of such work. Owner is solely responsible for the liability of outside contractors or professional help, and agrees to hold Jeff's Marine harmless, including costs of defense and attorneys' fees, from any liabilities or damages arising from the work of outside contractors or professional help. All outside contractors or professional help must check in with the office on a daily basis. Jeff's Marine reserves the right to charge the owner a fee for the right to have outside contractors or professional help work at Jeff's Marine's facilities. Owner generated debris left on Jeff's Marine's properties will be cleaned up at owner's expense. Owner is not permitted to run engines or use flammable materials unless under Jeff's Marine's supervision.



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Jeff's Marine is not responsible for coordination of outside contractors or professional help. Owner must make Jeff's Marine aware of outside contractors or professional help, including contract information and service dates.

### Specialized Work

Services of specialists such as electronics technicians, welding fabricators, and fiberglass fabricators may be arranged through Jeff's Marine and their work will be billed through Jeff's Marine. Jeff's Marine may charge a commission to compensate for the use of Jeff's Marine's facilities. Any person or entity performing such specialized work shall provide proof of insurance as more fully set forth in the immediately preceding paragraph (Outside Work).

### Abandonment Agreement

It is expressly agreed that all charges, costs and expenses of hauling, launching and transporting owner's boat; all repairs to owner's boat at any time; storage charges thereon; sale of materials thereto; and all other costs and expenses incident thereto shall create a maritime lien pursuant to the Federal Maritime Lien Act, 46 U.S.C. §31341 *et. seq.*, and/or a lien pursuant to the Maine Marine and Boatyard Storage Act, 10 M.R.S.A. §1381 *et. seq.*, and/or a security interest in said boat, its tackle, apparel, and furniture within the meaning of Maine law, 11 M.R.S.A. Sec. 9-102, *et. seq.*, for the benefit of Jeff's Marine, its successors and assigns. If owner fails to pay the full amount owed to Jeff's Marine within one (1) year of the date said amount is due, Jeff's Marine shall have the right to resort to all rights and remedies granted under the provisions of either federal law or Maine law, including, but not limited to, the right of public or private sale.

It is understood that Jeff's Marine shall first deduct and pay to itself from said price reasonable expenses of retaking, preparing for sale, selling and the like, reasonable attorneys' fees and legal expenses incurred by Jeff's Marine, as well as the debt owed. The remainder of said proceeds shall then be paid as provided by federal law and/or Maine law, as they may apply.

### Agreement

**I HAVE READ THE ABOVE AND UNDERSTAND IT AND AGREE TO ITS TERMS.**

DATE: \_\_\_\_\_

\_\_\_\_\_  
BOAT OWNER

DATE: \_\_\_\_\_

\_\_\_\_\_  
JEFF'S MARINE, INC.