



GAINES MARINA & SERVICES, INC
 141 LAKE STREET ROUSES POINT, NY 12979
 TEL: (518) 297-7000 CELL: (518) 578-3185

Storage & Work Agreement

This agreement entered into as of the ___ day of _____, 2015 by and between
 Gaines Marina & Services, Inc. referred to as GAINES MARINA and BOAT OWNER

 Name Email Address

 Address City

 State or Province Zip or Postal Code Telephone Number

Name of Boat: _____ Mfg's Name: _____

Length of Boat: _____ Ft. _____ In. Swim Platform? Y or N **Length Overall** _____ (round up to nearest foot)

Boat Number: _____ Depth: _____ Ft. _____ In. Beam: _____ Ft. _____ In.

GAINES MARINA will furnish the services ordered by the BOAT OWNER and the BOAT OWNER will pay for the services in full when billed at GAINES MARINA'S option. PAYMENT IS DUE ON A NET 30 DAY BASIS AND 1½ % PER MONTH WILL BE IMPOSED ON ANY AMOUNTS NOT PAID WHEN DUE. This is an effective rate of 18% per annum. NO BOATS WILL BE LAUNCHED IN THE SPRING UNTIL FULL PAYMENT IS RECEIVED. **No work may be performed on a boat at GAINES MARINA except by the BOAT OWNER or GAINES MARINA staff or approved personnel. After May 15, if the boat has not been launched, there will be an additional fee if the boat has to be moved.**

LAND STORAGE-Winter Storage ends May 1, Summer Storage ends October 1.

Inside Storage	_____ sq feet @ \$4.50/sq ft = _____	+tax
Inside Heated Storage	_____ sq feet @ \$_____/sq ft = _____	+tax
Land Storage until May 1, 2016	_____ feet (LOA) @ \$_____ = _____	+tax
Bottom Wash	_____ feet (LOA) @ \$_____ = _____	+tax
Boat Stands (Season Rental) \$25 each	_____ stands @ \$25 = _____	+tax
Mast Stepping	_____ feet @ \$7= _____	+tax
Shrinkwrap-see Terms & Conditions**	_____ feet (LOA) @ \$_____ = _____	+tax
Winterizing	_____	+tax
Subtotal	_____	
8% New York Sales Tax	_____	
Deposit (non refundable)	_____	
Total	_____	

UNDER NO CIRCUMSTANCES WILL REFUNDS BE MADE ON THE DEPOSIT.

Please contact Gaines Marina before the end of storage agreement to make further arrangements. Boats or other property left in the yard have a lien upon them for storage or service charges and may be sold where bill is overdue in excess of twelve (12) months. Such sale will take place at public auction in accordance with Article 9 of N.Y.S lien law. Read the attached terms and conditions carefully, sign and return to Gaines Marina.



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TERMS AND CONDITIONS

GAINES MARINA will maintain reasonable surveillance but will not be held responsible for the security and/or safekeeping of vessels stored at its facilities. BOAT OWNER must make arrangements for launching or additional storage before the end of this storage contract. If arrangements are not made, then this agreement will remain in effect for storage at GAINES MARINA's discretion and additional fees. If a boat needs to be moved, the BOAT OWNER will be responsible for all charges for moving, storage and mast stepping.

The BOAT OWNER agrees that GAINES MARINA shall not be liable under any circumstance whatsoever for any damage to any property of the BOAT OWNER, including the boat described herein, whether such damage is caused by war, confiscation, order of any government or public authority, discoloration from natural or inherent causes, fire, theft, weather conditions, vandalism, or by trespassers.

It is understood and agreed to by BOAT OWNER that he may not hire or otherwise employ outside help to do work on the vessel while it remains at GAINES MARINA facility, except that GAINES MARINA may approve specific requests.

**BOAT OWNER understands and agrees that GAINES MARINA will not be held responsible for damage caused by wind, snow or ice to shrink wrap on the boat. Owner assumes responsibility for damage to canvas, supports or other parts of boat from application of shrink wrap. Owner is responsible to remove snow load from the shrink wrap during the winter.

Due to NY State DEC regulations, bottom paint applicators must be certified. GAINES MARINA has certified bottom paint applicators. No other outside personnel may apply bottom paint at GAINES MARINA. If BOAT OWNER wishes to apply bottom paint to their own boat, there is a \$200 deposit required. BOAT OWNER will assume all risks and liability for environmental impact and cleanup. BOAT OWNER must make arrangements with GAINES MARINA before beginning to paint boat. All paint, tarps, rollers, paint cans, etc. must be cleaned and disposed off off-site (not in marina dumpster) and area around the boat must be free of environmental hazards. Upon approval by GAINES MARINA, \$150 of the deposit will be refunded if area is cleaned to specifications. A \$50 environmental fee will be retained.

In no case may flame, heating elements, inflammable liquids, explosive gases or other hazardous materials or equipment be used on the vessel while it remains at GAINES MARINA facility by other than GAINES MARINA employees. (But this is not to be construed so as to prohibit the use of approved galley stoves, lamps, motors and other equipment normally considered part of the vessel.)

INSURANCE – THE BOAT OWNER SHALL BE RESPONSIBLE FOR OBTAINING ANY PROPERTY DAMAGE, FIRE, THEFT, OR SIMILAR INSURANCE UPON SAID BOAT, AND SHALL PAY THE PREMIUMS FOR THE SAME. GAINES MARINA SHALL NOT BE REQUIRED TO PROVIDE ANY SUCH INSURANCE.

BOAT OWNER understands and agrees that GAINES MARINA makes no warranty with regard to ladders, platforms, walks, equipment or gear on its premises or that which may be available to the BOAT OWNER, member of his immediate family or guests, employees, liable from any claims, damages or causes of actions of whatsoever kind of nature resulting from any accident or other occurrence while the undersigned is or are upon the premises of GAINES MARINA. BOAT OWNER and the undersigned further jointly and severally covenant and agree to indemnify and save harmless GAINES MARINA by reason of any claims, suits, or damages of the BOAT OWNER or undersigned, his family, guests, agents, or employees.

When ordered by the BOAT OWNER in advance, GAINES MARINA will proceed to furnish post-launching care for so long as the boat remains in its custody. BOAT OWNER will be responsible for docking charges. If such care has not been ordered by the BOAT OWNER, he will be notified by GAINES MARINA in advance of launching, and he agrees to accept delivery of the boat immediately when launched, and to be fully responsible for its care thereafter. If the BOAT OWNER has no dockage agreement with GAINES MARINA, transient dockage rates will commence three days after launch date if the boat is left at GAINES MARINA. Sufficient lines, fenders, and other necessary tie up gear will be furnished aboard the boat by the BOAT OWNER prior to launching, and the BOAT OWNER accepts full responsibility for the conditions of such gear and for any damage that may result from its failure.

DATE: _____ BY _____ **(BOAT OWNER)**

DATE: _____ BY _____ **(GAINES MARINA)**



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HAUL OUT FORM

CUSTOMER NAME _____ BOAT NAME _____

TELEPHONE _____ Cell _____ HAUL OUT DATE: _____

TYPE OF BOAT: **SB** or **PB** LENGTH OF BOAT (Overall): _____ DOCK NUMBER: _____

Type of Storage: Inside Heated Inside Cold Storage Outside Storage

- | | | |
|---|------------------|--------------------|
| 1. Engine(s) Winterized (Inner or R/W) | Yes_____ No_____ | How many? _____ |
| 2. Generator | Yes_____ No_____ | How many? _____ |
| 3. Air Conditioners | Yes_____ No_____ | How many? _____ |
| 4. Head (toilet) | Yes_____ No_____ | How many? _____ |
| 5. Water Systems | Yes_____ No_____ | |
| 6. Hot Water Tank | Yes_____ No_____ | How many? _____ |
| 7. Drains and Shower Pumps | Yes_____ No_____ | |
| 8. Washer / Dryer | Yes_____ No_____ | |
| 9. Ice Maker | Yes_____ No_____ | How many? _____ |
| 10. Fresh Water Hook Up Dock Side | Yes_____ No_____ | |
| 11. Oil & Filter Change | Yes_____ No_____ | |
| 12. Lower Unit Oil | Yes_____ No_____ | |
| 13. Grease U Joints | Yes_____ No_____ | |
| 14. Change Oil in Generator | Yes_____ No_____ | |
| 15. Bottom Wash | Yes_____ No_____ | Needs Acid? Y or N |
| 16. Pump Out | Yes_____ No_____ | |
| 17. Fill Fuel Tanks | Yes_____ No_____ | |
| 18. Add Fuel Stabilizer | Yes_____ No_____ | |
| 19. Shrinkwrap-see Terms & Conditions** | Yes_____ No_____ | |
| 20. Boat Stand Rental \$25 each | Yes_____ No_____ | How Many _____ |
| 21. Other: | | |

If BOAT OWNER wishes to perform Bottom Wash on GAINES MARINA property, the cost is \$5.00 per foot. **All sanding and grinding jobs must be approved by the Marina management before commencing work.** All sanding and paint debris shall be collected with drop cloths and disposed of properly. There is an environmental charge for bottom paint application. **Additional fees will apply if boat needs to be moved after May 15 because the boat has not been launched. After launching, transit dockage fees will be charged to owners without a dockage agreement with GAINES MARINA. Owner will have three days at no dockage charge.**

_____ / _____ / _____ _____
 Boat Owner Date M D Y GAINES MARINA