

# Shelburne Shipyard, Inc.

2018/2019



## Winter Storage Checklist

- Send in, drop off or electronically deliver your signed storage agreement - let us know what services you'd like us to perform this fall.
- Provide a copy of your boat's current insurance binder.
- Upon arrival with your boat, check in at the fuel dock and get pumped out! Ask for a dock assignment. Do NOT top off your fuel – it only spills out the vents when it warms up in the spring!!
- Please leave your dinghy on the dinghy dock or dinghy beach (by bath house) if you'd like us to store it. Any "leftover" dinghies will be tucked away, storage will be assessed and you can claim them next spring!
- We encourage you to check on your boat throughout the winter months. Though the gate will be locked you can always access your boat on foot! The gate is open wide enough to allow foot traffic.
- **Winter projects??** Let us know now so we can get you an estimate and schedule the work so your launch is not delayed!

Call Karen or Mary @ 802-985-3326.

- **Questions about hauling, storage or launching??**

Call Karen Claxton at 802-985-3326 or email  
karen@shelburneshipyard.com





# Shelburne Shipyard, Inc.

4584 Harbor Road  
P.O. Box 610  
Shelburne, VT 05482

Phone: 802-985-3326  
Fax: 802-985-9510  
Email: [ssy@shelburneshipyard.com](mailto:ssy@shelburneshipyard.com)

## 2018/2019 Storage Agreement

This agreement entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between SHELBURNE SHIPYARD, INC., of Shelburne, Vermont (hereinafter called the "SHIPYARD") and \_\_\_\_\_ (hereinafter called, whether one or more owners of boat, the "OWNER"). **Insert names of all owners here and on page 2 or 3, as applicable.**

1. Subject to the terms of this Agreement, the Shipyard shall furnish the services ordered by the Owner, on page 2 of this Agreement (providing for outside winter storage), or, by prior arrangement with the Shipyard, on page 3 of this Agreement (providing for inside winter storage), including related supplies and materials.
2. The Owner shall pay for such services, supplies, and materials at the rates provided on page 2 or 3 of this Agreement, as applicable. The Owner shall pay for such services, supplies, and materials, and for all other services and goods furnished by the Shipyard, by the last day of the month in which an invoice therefore is rendered, or any other date specified on such invoice. Following an invoice due date, the Owner shall pay interest on the unpaid balance of the invoice outstanding from time to time at the rate of 1 ½ percent per month and/or part of a month that such balance remains unpaid. The Owner shall pay all the Shipyard's costs of collection, including its attorney's fees. No boat will be launched or delivered to the Owner until full payment of all outstanding invoiced amounts and accrued interest is made.
3. There will be no credit given if the Owner's Boat leaves the Shipyard prior to launch. In the event that the Owner elects not to launch in the spring, but instead to keep the Owner's Boat in storage into the next storage season, there will be a \$4.50/ft/month charge for the months of July, August & September. A new Agreement must be signed for the next season, with appropriate adjustments to delete charges for fall hauling and to reflect that the Owner previously paid for spring launching.
4. The Owner acknowledges and agrees that this Agreement constitutes a warehouse receipt, and that the Shipyard shall have, and the Owner grants to the Shipyard, a warehouseman's lien on all boats and other property on the Shipyard's premises at the above address, including the boat identified in the General Information section below (hereinafter called the "Owner's Boat"). This lien covers charges (including interest) for hauling, storage, launching, winterizing, repairs, supplies, fuel, parts, accessories, goods purchased at the Shipyard store, and all other charges for storage or transportation, insurance, labor, or charges present or future in relation to such boats and/or other property, and charges for expenses necessary for the preservation of such boats and/or other property, or reasonably incurred in their sale pursuant to law. The Shipyard may enforce its warehouseman's lien by public or private sale in accordance with 9 Vermont Statutes Annotated § 7-210.
5. The Shipyard may locate and relocate the Owner's Boat to any place of its choice in the yard (in the case of outside storage) or in its sheds (in the case of inside storage), and on its docks. The Shipyard may place boats stored inside for the winter outside after April 1. Launching and hauling of the Owner's Boat will be subject to the Shipyard's boat handling capacity, weather, and other uncontrollable conditions.
6. The Owner shall provide adequate lines and fenders and maintain them in proper condition and arrangement. The Owner shall have this responsibility at all times while the Owner's Boat is at the Shipyard's docks, including following delivery to the docks for hauling and from the time of launching until removal from the docks. The Shipyard shall not be liable in the event of damage due to failure of the Owner's lines, fenders, or other gear, or the Owner's failure to properly secure the Owner's Boat to the dock. Unless the Owner is a summer dockage customer, the Owner's Boat must be taken off the Shipyard docks within (3) days of launch.

7. Access to the Owner's Boat by the Shipyard will be provided by the Owner, for reasons of safety during the Owner's absence. Hatch and ignition keys or combination will be properly secured by the Shipyard in the Marina office. No vessel will be allowed at the Shipyard facilities if it is not equipped with functioning, approved sanitation equipment. The Shipyard reserves the right to inspect vessels at its facility for compliance.

8. Prior to haul and launch, the Owner agrees to make available to the Shipyard information pertinent as to any special underwater fittings of hull configurations or fittings or instruments above or below deck of a special nature, and further agrees that, should damage be incurred thereto for any reason, the Shipyard shall not be liable therefor.

9. The Owner may employ, with the Shipyard's prior permission, outside contractors to do work on the Owner's boat in the event that the Shipyard is unable or unwilling to undertake the work, and the Owner agrees to seek the Shipyard's services before employing any outside contractor. The Shipyard's management must be notified and furnished prior to the employment of any outside contractor with specific information about the contractor and the services to be provided, and proof of insurance satisfactory to the Shipyard. When work is being done by the Owner or volunteer or employed help, such work must be conducted in a manner that will not hinder the work of others or create a hazard, or cause damage to Shipyard facilities or the property of others. Any outside contractor will be charged \$10.00/hour by the Shipyard for every hour worked, and the Owner agrees to pay such amount in the event the contractor fails to do so.

10. The Shipyard may establish regulations for the welfare and safety of persons and boats at its facilities. Failure of the Owner and/or guests to observe such regulations may be cause for cancellation of this agreement without refund at the Shipyard's option. There is NO spray painting allowed in this yard.

11. The Shipyard may refuse use of any Owner-furnished cradles which the Shipyard management feels are not safe or adequate. The Owner agrees, for the Owner's protection and the protection of others, that the Shipyard may fill all engine fuel tanks and remove any paints, thinners, solvents, LP gas cylinders, alcohol containers, kerosene and gasoline containers, oily rags, and other items of a combustible nature from the boat. The Owner must obtain Shipyard permission to work on boats while in storage sheds employing any equipment using electricity or combustible fuels. The Owner may not stay on the boat while on land nor in vehicles within the Shipyard's premises. THERE SHALL BE NO SMOKING IN STORAGE SHEDS.

12. Any boats found plugged into power will be unplugged and the Shipyard shall not be liable for any resulting damage. The gates will be locked after 4:00 p.m. to 7:00 a.m. from November through April.

13. All dinghies left on the beach after December 1<sup>st</sup> will be removed and the Owner will be charged a storage fee and a beach removal fee. All dinghies must be off the dinghy dock by October 31. All dinghies to be stored must be labeled with the Owner's name.

14. The Owner understands and agrees that the Shipyard makes no warranty with regard to ladders, platforms, walks, docks, floats, ramps, equipment or gear on or connected to its premises, or which may be made available to the Owner, or members of the Owner's immediate family or guests. The Owner hereby releases and discharges the Shipyard, and its employees, officers, directors, shareholders, and agents, from all liability resulting from accident or other occurrence while the Owner is or are upon the premises of the Shipyard, or any of the foregoing facilities, or using any such equipment or gear.

15. The Owner understands and agrees that the Shipyard shall have no liability for damage to or loss of the Owner's boat and/or its outfit or contents by fire, theft, vandalism, the elements, or other conditions or forces which are beyond the Shipyard's control. Items not affixed to the Owner's Boat should be removed by the Owner for safekeeping.

16. The Owner's signature on page 2 or page 3 of this Agreement constitutes his or her signature individually and on behalf of any owners who do not sign this Agreement, and the Owner represents that he or she is authorized to sign on their behalf.

17. It is the Owner's responsibility to remove the garboard/transom plug during the "off-season."

18. The Owner agrees to provide evidence of insurance with a policy limit of \$300,000 for Protection and Indemnity Coverage and actual cash value or stated amount for Hull Coverage.