

# PAUL'S MARINA Hauling, Transport, and Storage TERMS of AGREEMENT



This contract is by and between PAUL'S MARINA and the "customer" for HAULING, TRANSPORT, AND STORAGE

1. This agreement is for HAULING, TRANSPORT, AND STORAGE ONLY. Other marina facilities are to be used at the sole risk of BOAT OWNER(S) and guests. PAUL'S MARINA is not responsible for theft or damage of any kind to boat, contents, gear, or equipment.
2. No warranty, expressed or implied, as to condition of ladders, platforms, floats, docks, walks, ramps, equipment, gear, boats, depth of water, or other marina facilities. PAUL'S MARINA is not responsible for injuries to persons or property occurring thereon.
3. Failure by BOAT OWNER(S) to comply with the terms and regulations as stated, or with other marina rules and regulations, will entitle PAUL'S MARINA to terminate and cancel this agreement with no refund.
4. BOAT OWNER(S) will **provide** proof of insurance for loss or damage to the boat described above and holds PAUL'S MARINA harmless from subrogation claims of his/her insurance company.
5. BOATS OWNER(S) hereby authorizes that PAUL'S MARINA may move his/her boat to any other space when deemed necessary.
6. All work done on the boat described above shall be done by owner, PAUL'S MARINA, or those contracted by this Marina. **No outside labor allowed on premises without permission** from marina management. All outside vendors must provide upon request proof of insurance. All vendors must check in and out at marina office and must perform services during normal business hours.
7. The disposal of motor oil, fuels, or any other lubricating, cooling or fluid substances must be disposed of by Marina personnel for a fee.
8. This agreement shall be valid from initial haul-out through such time that boat is removed from storage on PAUL'S MARINA property. Contract rates are subject to seasonal changes and yearly increases. PAUL'S MARINA reserves the right to terminate this agreement upon notification to the boat owner.
9. In the event that the described boat cannot be launched by June 15 and the delay is not due to weather or scheduling. Summer Storage will then be in effect.
10. Prior to haul out, BOAT OWNER(S) agree to inform PAUL'S MARINA of any and all damage on boats or any questionable issues found on their vessel or haul; for example, any special underwater fittings or instruments above or below deck of a special nature.
11. At this time, trailers owned by customers, and stored on the property are done so at no expense to the customer, PAUL'S MARINA will not be held responsible for theft or damage done to trailers.
12. **Boat covers will not be tied to jack stands at any time.** Any boat cover found tied to stands will be retied by PAUL'S MARINA, and charged to BOAT OWNER(S) at regular labor rates. Conditions of covers, frames, etc..., retied by PAUL'S MARINA will be the responsibility of the BOAT OWNER(S).
13. BOAT OWNER(S) are responsible for cleanup of all scraping, sanding, and grinding of bottoms, topsides, bright work, etc., in a manner that all removed material is to be collected and disposed of in appropriate trash containers. Drop cloths, tenting, and dustless sanding systems will be required to confine all materials for removal and disposal. Any and all methods used by BOAT OWNER(S) will be subject to inspection and approval by PAUL'S MARINA. **Fees and labor will be applied for all clean up necessary if drop cloths etc. are not properly utilized.**

It will be assumed that this document has been read and/or reviewed by the customer as it can be accessed on-line and by hardcopy, regardless if the signed copy is returned with the Hauling and Storage Contract.

**TEMPORARY USE OF MOORING FOR HAUL-OUT CUSTOMERS - ATTENTION NON MOORING PATRONS,** At the time of haul-out and again at the time of launch, PAUL'S MARINA will allow customer to use one of its moorings for a period not to exceed 7 days. If customer's use of mooring exceeds 7 days, PAUL'S MARINA'S may charge a daily mooring rental fee to customers. This provision shall not apply if the delay in haul-out is due solely to PAUL'S MARINA. PAUL'S MARINA shall have no obligation to tend to the boat under unusual circumstances and is not liable for storm and/or other damages.

I have read the above contract and agree to abide by said "Terms of Agreement".

Signature of Boat Owner: \_\_\_\_\_ Date: \_\_\_\_\_