

Lockwood Boat Works Inc.

1825 HIGHWAY #35-MORGAN * SOUTH AMBOY, NJ 08879

Phone (732) 721~1605

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www.lockwoodboatworks.com

Winter Storage Contract — November 1, _____ to May 1, _____

Name:		Phone (Home):	
Photo copy of Driver License & Proof of Insurance Required		(Work):	
Email Address:_____		(Cell):	
Address:		(Fax):	
City:		Key or Combo:	
State: _____ Zip: _____		Registration #:	
Boat Name:		Documentation #:	
Make: _____ Model: _____		Hull #:	
Boat Year: _____	Length _____	Beam: _____	Trailer Make: _____ Plate #: _____
Draft: _____	Furling Brand: _____		Please Circle ~ Cradle or Jackstands owned by ME or Lockwood
Engine Make: _____	Model: _____		Mark your cradle or jackstands with your name and boat name!
HP: _____	Single _____	Twin _____	
Insurance Company: _____			Policy #: _____
Lien Holder: _____			Loan #: _____

I HEREBY AUTHORIZE LOCKWOOD TO PERFORM THE FOLLOWING WORK - only items checked will be serviced

Does boat have drain plug? Yes _____ No _____ Lockwood's to pull drain plug? Yes _____ No _____ Is boat for Sale? Yes _____ No _____ Store Bow Level _____ Down _____ Up _____ # of Inches _____ ____ Supply & lay down New filter fabric ____ Lay down owners used filter fabric Fabric Located _____ ____ Leave Mast Up ____ Unstep Mast - # of _____ ____ Remove MHU or Radar (mandatory if oversized and mast is unstepped) ____ Rigging Check for unstepped masts only If mast is up request at spring launch ____ Mast Wrapping ____ Winterize Engine ____ Change Oil & Filter	____ Engine Oil Analysis Stbd _____ Port _____ ____ Change outboard/outdrive gear/lower unit oil ____ Winterize Fresh Water System ____ Winterize Hot Water Heater ____ Winterize Generator ____ Change Generator Oil & Filter ____ Generator Oil Analysis ____ Remove Batteries for owner pick up ____ Remove and Store Batteries ____ Maintain XL Batteries onboard - # of _____ ____ Winterize Head - Manual ____ Winterize Head - Electric ____ Pump Holding Tank ____ Winterized Holding Tank ____ Winterize Bilge Pump - #of _____ ____ Remove Stern Drive (mandatory) ____ Winterize Stern Drive	____ Winterize Wash Down Pump ____ Winterize Shower Pump ____ Winterize Dockside H2O connector ____ Winterize Strainers ____ Winterize Refrigerator ____ Winterize Ice Maker ____ Winterize Windshield Wipers ____ Winterize Air Conditioner ____ Drain & Pump Hull ____ Recondition Prop ____ Shrink Wrap ____ add a Shrink Wrap Door ____ Install Fairclough Cover ____ Remove Sail(s) _____ Main _____ Jib _____ Both Store Sails _____ onboard _____ in Sail Loft ____ Send Sail for Repair & Cleaning ____ Main _____ Jib _____ Both
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Additional Work? Attach a separate sheet with additional request(s) or fill out a work order in the office.

1. All electrical plugs must be disconnected when tenants are not on the vessel. Electric heater, dehumidifiers, etc are forbidden. When found we will unplug all cords.
2. The Marina reserves the right to move the boat at its discretion. The tenant must furnish a key or combination for the boat. Tenant is allowed to pay storage as indicated on the storage invoice. If payment is not received according to the terms shown, the FULL AMOUNT OF THE INVOICE will be serviced charged at 1 1/2% per month (18% per annum). All invoices must be paid in full prior to vessel launch.
3. Acceptance of this agreement by the Marina shall constitute a maritime contract between Lockwood Boat Works & Tenant.
4. Your boat is your responsibility. It is expected that you periodically check your vessel, especially after rain, snow and/or ice storms.

I have read , accept & agree to abide by the terms of the agreement above, Yard Rules & Regulations Policy, AND ON THE REVERSE SIDE HEREOF:

Tenants Authorization: _____ Date: _____

Accepted by: _____ For Lockwood Boat Works Date: _____

Terms of Contract

1. The word "Marina" is used here to indicate Lockwood Boat Works, Inc. South Amboy, NJ. The word "tenant" is used here to indicate the vessel and the owner (or his/her authorized representative) of said vessel, jointly and severally. The term "vessel" and "boat" are synonymous.
2. Storage charges include: hauling, power wash (weather permitting), storage and relaunching. Other services and material will be charged as used at prevailing rates.
3. Storage is accepted at the sole risk of the tenant. The Marina assumes no liability for fire, theft, flood, wind storms, ice, freezing, malicious mischief or any other condition. Tenant hereby releases the Marina from any and all liability from loss, injury or damages to persons or property sustained while in or on the Marina's premises. Tenant agrees to remove all electronics, radios, outdrives and outboards from the boat. If boat is stored on trailer, tenant agrees to install trailer lock and/or remove trailer tire. If a vessel is store in jackstands ~ **NEVER MOVE JACKSTANDS!**
4. Sailboat might be able to be store with mast up. Additional fee may be incurred. Masts are removed at the tenant's risk. The Marina WILL NOT be responsible for wind vanes, turnbuckles, etc. Masts are to be equipped with a plug type connector. Mast preparation in the spring - i.e.. cleaning, washing, reinstalling spreader, checking lights, turnbuckles, halyards, etc. IS NOT included in the charge for unstepping and resteping. This is the tenant's responsibility and will be charged accordingly if done by the Marina.
5. When a boat enters the Marina, it immediately comes under the jurisdiction of the Marina and shall be berthed where ordered. The tenant agrees that a vessel stored at the Marina in excess of six months from the commencement date of lease period covered by this agreement without signing of a new lease agreement shall be considered abandoned property pursuant to the "Abandoned Vessel Disposition Act Of NJ" and the Marina, upon written notice to the tenant (to the address on the last contract) to remove said vessel, may dispose of said vessel pursuant to the "Abandoned Vessel Disposition Act of NJ".
6. The tenant agrees to have his boat insured at all times with complete marine hull coverage including liability and will provide the Marina with evidence of such coverage upon demand. Each tenant will be held responsible for damage he may cause to other boats in the Marina or to the structures and facilities thereof.
7. No outside contractor or service organization will be permitted to undertake any work on boats in the Marina without registering and meeting the requirements established by the Marina with respect to outside vendors. Certificates of Insurance for Workmen's Compensation and General Liability must be presented to the Marina.
8. The Marina maintains a brokerage office on the premises and any boat that is for sale must be listed with our office. In the interest of security and control of all boats in storage, no private "For Sale" signs will be permitted in the yard. Such signs are an open invitation to anyone to enter and roam the premises in the guise of looking for a boat. The Marina maintains the "sale" boats in one area in an attempt to control unauthorized boarding of boats.
9. Tenants and their guests must use the Marina's shore side sanitary facilities. Garbage and refuse must be disposed of in accordance with Federal, State, County and Municipal recycling laws. Recyclable material must be placed in the receptacle loosely and not bagged. Federal and state Laws prohibit the discharge or deposit of any rubbish, waste materials or refuse materials of any kind or description into the waters of any river, stream, pond or tidal water as well as upon uplands. Overboard discharge of contaminated bilge water or holding tanks within the Marina is strictly illegal. Tenants must place filter fabric beneath boats when sanding and painting and must properly dispose of all paint chips, debris, etc. Tenants agree to clean and police their work area prior to launch of boat. Failure to do so will result in a delayed launch and/or clean up charge. Anyone discovered violating this paragraph shall be subject to immediate implementation of paragraph 18.
10. **Use of electric heaters, heat lamps, dehumidifiers, etc, are strictly forbidden.** All tenants must unplug all electrical cords before leaving the marina. Yard personnel will unplug all cords when found.
11. A complete line of marine hardware, paint and supplies is available in the store. Your support would be greatly appreciated.
12. It is agreed that the Marina will not be held responsible for failure to perform services by any certain date or time, nor for delays in hauling, launching or winter lay up occasioned by weather or any other incidents.
13. Winter space rental ENDS MAY 1ST. After that there will be additional charges for storage. At least two weeks notice is required prior to scheduling launch.
14. Service work is performed on a "cash when completed" basis. Charges accruing against the tenant and/or vessel shall constitute a Maritime lien upon the vessel and the Marina may retain possession of the vessel until such charges are fully paid. Tenant agrees and understands that the services performed hereunder arising out of the furnishing of the necessities, including dry-docking, repairs, supplies, wharfage, and/or storage are governed by the Admiralty and Maritime jurisdiction of the U.S. Federal Courts and create a Maritime lien against the vessel or its posted security. The Marinas' Maritime lien shall be preserved until all outstanding charges are paid. The Marina agrees in lieu of arrest or attachment to accept from vessels Underwriters, a Letter of Undertaking for an amount equal to 1 1/2 (1.5) times the present charges with a copy of the insurance policy and coverage information. If the vessel is uninsured, or it Underwriters cannot provide a Letter of Undertaking, the Marina may demand a posting of a surety bond with its designated escrow agent in an amount equal to 1 1/2 (1.5) times the Marina's bill. The tenant hereby agrees and understand that in the event that the marina takes legal action against the tenant/vessel to enforce any obligation owed hereunder for payment of any sums due and payable by the tenant to the marina for furnishings of necessities, including dry-docking, repairs, supplies, wharfage and/or storage to the vessel; Tenant shall be responsible for an agrees to pay all costs of suit incurred including reasonable attorney's fees; and said costs and attorney's fees shall also constitute an additional lien on the vessel. The Marina may satisfy collection of fees or charges incurred in collection or payment due hereunder or to enforce any other obligations owed hereunder by the tenant; including reasonable attorney's fees by recourse to any security posted.
15. This agreement constitutes the entire agreement between the parties and is binding upon their heirs, executors and assigns. No oral modifications are valid; all changes, if any, shall be in writing and are subject to acceptance by the Marina.
16. The tenant hereby holds the Marina harmless for any damages to mast and/or fittings or equipment which are maintained in an upright position including any damages to other persons or property of others resulting from position of the mast.
17. The Marina **PROVIDES NO SECURITY PROTECTION AND ASSUMES NO RESPONSIBILITY** whatsoever for safety of any vessel or equipment referred to herein, directly or indirectly.
18. Any infraction of the above rules and conditions of the Marina by the tenant shall at the Marina's discretion result in the cancellation of this agreement upon ten (10) days notice and the tenant shall remove the vessel. If the vessel has not been removed within the ten day period, the Marina will begin formal legal proceedings to facilitate set removal.
19. Governing Law; Venue; Separability; This contract is issued at South Amboy, NJ. This contract will be governed by and construed in accordance with the general maritime laws of the United States. All disputes and matters whatsoever arising under in connection with or incident to this contract, shall be litigated if at all, in and before the United States District Court for the District of New Jersey, or, as to those lawsuits as to which the federal courts of the United States lack subject matter jurisdiction in the Superior Court of New Jersey, U.S.A. to the exclusion of the courts of any other state or country. Any provision of this contract which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to extent of such prohibition or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and the validity and enforceability of the remaining terms and conditions of this contract will not otherwise be affected, nor will the validity and enforceability of such provisions be affected in any other jurisdiction.