



# Saba Marine



390 Prim Road – Colchester, VT 05446

(P) 802-863-1148 – (F) 802-863-8201

<http://www.sabamarinevt.com> – [info@sabamarinevt.com](mailto:info@sabamarinevt.com)

<b>Name:</b>			<b>Phone:</b>		<b>Home</b>	
<b>Email Address:</b>					<b>Work</b>	
<b>Address:</b>					<b>Cell</b>	
			<b>Key or Combo:</b>			
<b>City:</b>		<b>Zip:</b>		<b>Registration #:</b>		
<b>State:</b>			<b>Trailer Make:</b>		<b>Plate #:</b>	
<b>Make:</b>		<b>Model:</b>		<b>Engine Make:</b>		<b>Model:</b>
<b>Boat Year:</b>	<b>Length:</b>	<b>Beam:</b>	<b>HP:</b>	<b>Single:</b>	<b>Twin:</b>	

PLEASE CHECK ALL SERVICES YOU WOULD LIKE PERFORMED

<b>Hull Washing:</b>	<input type="checkbox"/>	<b>Check</b>	<input type="checkbox"/>	\$10/ft - Boats up to 24' in length
	<input type="checkbox"/>		<input type="checkbox"/>	\$11/ft - Boats 25' and larger
	<input type="checkbox"/>		<input type="checkbox"/>	\$119/hr - Painted Bottoms
<b>Inboards-I/O's:</b>	<input type="checkbox"/>		<input type="checkbox"/>	\$415/\$430 – Volvo 4/6+8 Cylinder
	<input type="checkbox"/>		<input type="checkbox"/>	\$360 – Merc 4-Cyl Alpha
	<input type="checkbox"/>		<input type="checkbox"/>	\$375 – Merc V-6 Alpha
	<input type="checkbox"/>		<input type="checkbox"/>	\$395 – Merc Small V-8 Alpha
	<input type="checkbox"/>		<input type="checkbox"/>	\$415 – Merc Small V-8 Bravo
	<input type="checkbox"/>		<input type="checkbox"/>	\$455 – Merc V8 Engines 350 CI +
	<input type="checkbox"/>		<input type="checkbox"/>	\$510 - Catalyst Mercury Engine
	<input type="checkbox"/>		<input type="checkbox"/>	Add \$50 per Engine Off Site
	<input type="checkbox"/>		<input type="checkbox"/>	\$130 - Mercruiser Cool Fuel Filters
<b>Outboards:</b>		<b>2-Stroke</b>		
	<input type="checkbox"/>		<input type="checkbox"/>	\$190 – ALL HP
	<input type="checkbox"/>		<input type="checkbox"/>	\$270 (OPTIMAX)
		<b>4-Stroke</b>		
	<input type="checkbox"/>		<input type="checkbox"/>	Call for price
	<input type="checkbox"/>		<input type="checkbox"/>	
	<input type="checkbox"/>		<input type="checkbox"/>	
<b>Remove My:</b>	<input type="checkbox"/>		<input type="checkbox"/>	Canvas (Pick-Up Only)
	<input type="checkbox"/>		<input type="checkbox"/>	Batteries (Pick-Up Only)
	<input type="checkbox"/>		<input type="checkbox"/>	Keys (Pick-Up Only)
				<b>NO Charge Ever!</b>

<b>Shrink Wrap:</b>	<input type="checkbox"/>	<b>Check</b>	<input type="checkbox"/>	\$17/ft - Up to 8'6" Beam
	<input type="checkbox"/>		<input type="checkbox"/>	\$19/ft - Up to 8'6" Beam (Off Site)
	<input type="checkbox"/>		<input type="checkbox"/>	\$20/ft - Up to 10' Beam
	<input type="checkbox"/>		<input type="checkbox"/>	\$23/ft - Up to 10' Beam (Off Site)
	<input type="checkbox"/>		<input type="checkbox"/>	\$25/ft - Over 10' Beam
	<input type="checkbox"/>		<input type="checkbox"/>	\$27/ft - Over 10' Beam (Off Site)
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<b>Door:</b>	<input type="checkbox"/>		<input type="checkbox"/>	\$60
	<input type="checkbox"/>		<input type="checkbox"/>	\$120
<b>Head:</b>				
<b>Water Systems:</b>	<input type="checkbox"/>		<input type="checkbox"/>	\$145/185 (No hot water/with hot water)
<b>Generators:</b>	<input type="checkbox"/>		<input type="checkbox"/>	\$160
<b>A/C:</b>	<input type="checkbox"/>		<input type="checkbox"/>	\$160
<b>Waste:</b>	<input type="checkbox"/>		<input type="checkbox"/>	\$200 - Empty Porta Pottie
<b>Storage:</b>	<input type="checkbox"/>		<input type="checkbox"/>	\$24/ft - Outside Storage
	<input type="checkbox"/>		<input type="checkbox"/>	\$60 – Indoor Storage
<b>Hauling:</b>	<input type="checkbox"/>		<input type="checkbox"/>	\$5/ft from Malletts Bay Access
	<input type="checkbox"/>		<input type="checkbox"/>	\$8/ft from Burlington to Saba Marine
	<input type="checkbox"/>		<input type="checkbox"/>	\$205/hr from All Other Locations (1 hr min)
	<input type="checkbox"/>		<input type="checkbox"/>	\$119/hr – Saba Marine Pickup Service

\*\*\*All prices include parts and labor unless otherwise noted. No discounts for customer supplied parts. **Saba Marine is not responsible** for any items lost or stolen while your boat is on the premises. The liability for any boat in storage must be covered under the owner's policy. **We are not responsible** for any items removed and not picked up\*\*\*



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## Winterization Outline

**Outboards:**

- Change engine oil and filter (4-Stroke OB Only)
- Change lower unit gear lube with Mercruiser Synthetic
- Grease all fittings for steering, trim, etc.
- Add stabilizer to fuel system
- Fog the engine internals with corrosion inhibitors

**Inboard and I/O's:**

- Change lower unit gear lube (Stern drives only)
- Remove stern drive, inspect bellows, grease and inspect gimbal bearing and u-joints, reinstall stern drive with new gaskets and o-rings (Stern drives only)
- Add stabilizer to the fuel tanks
- Change engine oil and filter
- Change water separating fuel filter if equipped
- Drain water from engine block and exhaust manifold
- Pump non-toxic antifreeze through engine cooling system
- Fog the engine internals with corrosion inhibitors

All services described above are performed on an "as needed" basis. Models Vary and may require different procedures.

## \*\* WINTER STORAGE BOATS \*\*

### **Payment Programs**

**OPTION 1:** Pre-pay in full by *CASH* or *CHECK*

**OPTION 2:** Pre-pay in full by *CREDIT CARD*

**Interest at 1.5% is charged on amounts over 30 days old. Late payment does not forgive previously accrued charges.**

"I authorize Saba Marine to charge the credit card I have listed below for payment on fall service and or storage according to the payment option I have selected above."

Credit Card Information

Name as it appears on Card: \_\_\_\_\_

Credit Card - (Please Circle One)

**VISA**

**MASTERCARD**

**DISCOVER**

**AMEX**

Card #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Expiration: \_\_\_\_\_ / \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**SABA MARINE LLC**  
**Boat Storage & Service Agreement**

FALL 2018

This fall 2018 Boat Storage Service Agreement (the "Agreement") is by and between Saba Marine LLC (SMLLC) and the individual(s) executing the agreement (the "Owner") and governs the use of the marina and facilities located at 390 Prim Road Colchester, Vermont (the "Marina"). SMLLC and the Owner agree as follows.

SMLLC will furnish the services ordered by the OWNER (S) as indicated on SMLLC'S rate schedule attached hereto at the rates and charges as shown for the items ordered, and the OWNER (S) will pay the charges in full when billed by SMLLC. The Owner agrees to pay SMLLC all amount due within ten (10) days of receipt of an invoice. Interest will accrue on any amounts not paid when due at the rate of one and one-half percent (1.5%) per month. A five percent (5%) service rate will be applied every 10 days to accounts past due. All payments are non-refundable. No boat will be launched or allowed access to the dock with an outstanding account balance, signed contract and full payment received. The owner shall pay all of SMLLC'S costs of collection, including attorney's fees.

The Owner acknowledges and agrees that this Agreement constitutes a warehouse receipt, and that SMLLC shall have and the Owner grants to the SMLLC, a warehouseman's lien on all boats and other property on SMLLC's premises at the above address, including the boat identified in the General Information section (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 SMLLC 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 property, or reasonably incurred in their sale pursuant to law. SMLLC may enforce its warehouseman's lien by public or private sale in accordance with 9 Vermont Statutes Annotated: 7-210. The Owner shall pay all of SMLLC's costs of collection, including its attorney's fees.

The Owner has provided a copy of the insurance declaration page for the boat to SMLLC. The Owner represents and warrants that the boat is covered by a full marine insurance package including hull, indemnity, pollution and liability. For boats less than thirty feet a minimum of \$300,000 in liability insurance is required. For boats thirty feet and above a minimum of \$500,000 in liability insurance is required. Owner agrees to maintain the insurance coverage throughout the term of this Storage Agreement.

The haul and launch dates as established herein will be observed by SMLLC as nearly as possible in keeping with its boat handling capacity and as the weather and other uncontrollable conditions permit. When ordered by the OWNER (S) in advance. SMLLC will proceed to furnish post-launching care at current rates for as long as the boat remains in its custody. If such care has not been ordered by the OWNER (S) they will be notified by SMLLC in advance of launching, and they agree to accept delivery of the boat immediately when launched and to be fully responsible for its care thereafter.

Prior to lift out, OWNER (S) agree to make available to SMLLC information pertinent to any special underwater fittings or 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, SMLLC shall not be liable.

OWNER (S) warrant that the hull is in sound condition and capable of being hauled by our hydraulic trailers without damage to it or SMLLC's equipment.

The boat storage service as provided for herein includes the space required for storage. Additional services, such as decommissioning and winterizing at fall lay-up time and/or commissioning in the spring at launch time will be done only as ordered and instructed by the owner(s) at the regular labor rate per hour. If SMLLC does not offer a winter storage, summer storage, dockage, or mooring agreement, boat owners must remove boat from SMLLC property within 10 days of receipt of written notice from SMLLC. Any boat not removed after 10 day written notice will be assessed a \$50.00 per day fee until removed. Any boats not launched prior to June 1, will be subject to a \$50.00 per day fee until launched or removed.

The Owner agrees that all boats currently stored at SMLLC must be launched no later than June 1<sup>st</sup>. After June 1<sup>st</sup> the owner(s) will be subject to a summer storage fee. The Owner may make arrangements with SMLLC to have the boat moved and stored off site at the Owner's expense. If the Owner cannot be reached by SMLLC or the Owner fails to contact SMLLC by June 1<sup>st</sup> to have the boat launched or moved, SMLLC reserves the right to move the Owner's boat off Marina property to a storage facility solely at the Owner's expense including boat handling, hauling and storage expenses.

The Owner may employ outside help on the Owner's boat in storage in the event that SMLLC is unable or unwilling to undertake the work. The Owner hereby agrees to seek SMLLC's service prior to employing outside help and as long as such work does not interfere with the operation of the Marina or the rights of other users of the facilities. If the Owner wishes to have an outside contractor work on the Owner's boat in the Marina, the Owner shall inform SMLLC and obtain specific approval before the service representative may enter the Marina. Such approval will be granted only if the outside contractor can deliver to SMLLC a certificate showing adequate worker's compensation insurance and a minimum of \$1,000,000 in liability insurance coverage. The approval of SMLLC shall not be deemed any endorsement or guarantee of the service work performed by the outside contractor. The Owner is responsible for clean-up associated with work performed and will be charged if the work area is unsatisfactorily tended to. The Owner is responsible for notifying SMLLC of any outside help coming to the Marina to work on the Owner's boat. Failure to comply may result in cancellation or non-renewal of this Agreement. Outside vendors who perform work which is offered by SMLLC will not be allowed to operate on SMLLC property.

The Owner agrees while working on his or her own boat located at the Marina that SMLLC will only allow BEST MANAGEMENT PRACTICES with regard to the impact of the environment including soils, ground water and lake water. No dry sanding of boat bottoms is permitted. Vacuum sanding or wet sanding, bilge cleaning, and bottom sanding/painting, pressure washing activities must be approved by SMLLC as

to execution of proper practices. For example any work performed on the outside of the boat must be collected in a tarp and tented if necessary to collect any environmental hazards and then properly disposed of.

Owner agrees that Saba Marine shall be the exclusive agent for the sale of any boat located at SMLLC. No "for sale" sign shall be permitted on any boat other than a Saba Marine sign while such boat is located at or on Marina property. No outside brokers will be allowed at any time without the written consent of SMLLC.

Neither SMLLC nor its officers, employees, owners, agents, or affiliates shall have any responsibility or liability to the Owner, or the Owner's family, guests, or contractors, for any personal injury, death, loss or damage to property arising out of the use of SMLLC facilities, including, without limitation, injury, death, loss or damage resulting from fire, vandalism, hail, lightning, high/low water, wind, ice, rain, collisions, any act of God, or any act or omission of any other user of the marina, unless caused by the gross negligence or willful misconduct of SMLLC and the Owner hereby releases BHM and its officers, directors, employees, owners, agents and affiliates, from any such responsibility or liability.

The Owner hereby agrees to indemnify, defend and hold harmless SMLLC and its officers, employees, owners, agents and affiliates from and against any and all claims, damages, expenses (including attorney's fees), cause of action, or liability of whatsoever kind or nature resulting from the negligence, gross negligence, or willful misconduct of the Owner, or the Owner's family, guests, agents, or employees, or resulting from a breach by the Owner of the Owner's obligation under this Agreement. Owner also understands and agrees that Marina makes no warranty with regard to ladders, platforms, walks, docks, floats, ramps, recreational devices, equipment, or gear on its premises or that which may be made available by any Owner or guest(s). OWNER(S) hereby jointly and severally releases and forever discharges SMLLC and all of its agents, owners, employees, and affiliated corporations liable from any and all claims, damages, or causes of actions of whatsoever kind or nature resulting from any accident or other occurrence while the undersigned is or are upon the premises of SMLLC. OWNER(S) and the undersigned further jointly and severally covenant and agree to indemnify and save harmless SMLLC by reason of any claims, suits, or damages of the OWNER(S) or undersigned. SMLLC shall incur no liability whatsoever for any damage resulting from fire, it being understood that the Owner will carry such insurance as desired for his protection. Nor shall SMLLC be liable for damage resulting from any strike, riots, or acts of God that include all elements. All vessels shall be handled at the Owner's risk subject to reasonable care and handling. The Marina shall assume no liability for condition of vessel. The Marina reserves the right to refuse any Owner boat or use of any Owner's cradle/stands which the Marina feels is not safe or adequate. Cradles/Standards left on marina property for boats not stored, docked or moored at SMLLC will become the property of SMLLC unless previous arrangements have been made.

OWNER(S) shall remove from the boat prior to storage all paints, thinners, gasoline cans or other materials which constitute a **DANGER** of fire both for the protection of SMLLC and for other boat owners. SMLLC does not undertake to examine any stored boats for such dangerous material; however, SMLLC reserves the right to remove any such material should it be encountered in any craft during the process of hauling, storage, decommissioning, or repairs. All perishable food items must be removed from boat at time of haul out for storage or service.

The OWNER(S) recognize that outdoor spaces and yards are not fenced and that SMLLC does not provide security guard services. SMLLC will provide periodic observation of the boat exterior and cradle or stands. SMLLC does not inspect decks, scuppers, cabins, hull interiors or covers for soundness, water leaks or other damages from any cause including weather, theft, and vandalism. Insurance regulations restrict anyone from remaining overnight on boats on shore while in Winter or Summer storage.

Personal property, including fenders, not securely affixed to the boat or stored securely should be removed by the Owner for safekeeping. Outboards and outdrives should be locked, SMLLC is not responsible for loss or damage to personal property left on the boat. Marina shall not be responsible for gasoline left on boat nor for any damage due to freezing. Framing and covering items must be removed from the Marina yard, or will be discarded by Marina and subsequent charges may apply. It is agreed that Marina has been relieved of aforesaid liability.

The Owner acknowledges and agrees that SMLLC shall have the right from time to time to establish rules and regulations to promote the safe and efficient use of the Marina and its facilities. The Owner, Owner's family, permitted guests and permitted contractors shall abide by SMLLC rules and regulations, as amended from time to time.

The Owner shall not sell, assign, transfer, rent, sub-lease or permit others to use the storage.

The Owner agrees that SMLLC shall have no liability for damage to or loss of the Owner's boat and/or its outfits or contents by fire, theft, vandalism, the elements, or other conditions or forces which are beyond SMLLC's control.

Where there is more than one Owner, the obligations of each under this Agreement shall be joint and several.

SMLLC shall not be required to provide tie-up facility after launching as a condition of the agreement. Regular rates will be charged for any tie-up facility occupied commencing on the date of launching, and SMLLC may move the boat from time to time as may be necessary for best utilization of its docks and moorings. Boats may be rafted if necessary.

There will be a minimum 4 stands per boat, under 25 feet, 6 stands per boat over 25 feet plus bow stand for sailboats. Additional stands may be needed per SMLLC'S judgment.

**Boat covers will not be tied to boat stands at any time. Any boat cover found tied to stands will be retied by SMLLC, and charged to owner (s) at regular labor rates. Condition of covers, frames, etc., retied by SMLLC will be the responsibility of the boat owner (s).**

SMLLC shall have the absolute right to assign this Agreement to a third party provided that the third party shall assume SMLLC obligations and upon such assignment. Upon assignment, SMLLC shall be released from any further obligation to the Owner and the Owner shall look solely to the assignee.

Available Dockage, mooring or storage space will be assigned on a First Come first serve basis with priority given to year round dock and storage customers. Space will be utilized according to boat size and to SMLLC's advantage.

Upon any breach of terms or conditions of this Agreement by the Owner, SMLLC shall have the right to terminate this Agreement. Termination shall be effective ten days after the Owner's receipt of written notice from SMLLC. Cancellation or termination of this Agreement due to breach by Owner(s) and or guest(s) or such party's failure to observe SMLLC regulations, will result in forfeiture of Owner's deposits and payments.

In the event that any dispute arises out of or relating to this Agreement that cannot be resolved by the parties, then, at the request of either party the parties agree to immediately submit the dispute to final and binding arbitration. A single arbitrator shall conduct the arbitration if the parties are able to agree upon a single arbitrator. If the parties are unable to agree upon a single arbitrator, each party shall choose an arbitrator and those arbitrators shall select a third arbitrator and the three arbitrators shall hear the dispute and shall render a decision by a majority of the panel. The cost of such arbitration shall be shared equally by the parties, provided however, that the arbitrator or arbitrators also shall have the power and authority to determine the reasonableness of such attorneys' fees, costs, and expenses. Unless the parties agree otherwise, such arbitration shall be governed by the rules and procedures of the American Arbitration Association for commercial disputes.

Acknowledgment of Arbitration

The Owner understands that this Agreement contains an agreement to arbitrate. The Owner understands that he or she will not be able to bring a lawsuit concerning certain disputes that may arise that are covered by this arbitration agreement, unless the dispute involves a question of constitutional or civil rights. Instead, the parties agree to submit such dispute to an impartial arbitrator or panel of arbitrators.

Owner: \_\_\_\_\_

Date: \_\_\_\_\_

Saba Marine: \_\_\_\_\_

Date: \_\_\_\_\_