

# NORWEST MARINE

## STORAGE TERMS AND CONDITIONS

It is mutually agreed between Norwest Marine, Inc. (Norwest) and Boat Owner (Owner) that the following terms and conditions shall govern the entire transaction of storage of Vessels:

- 1. STORAGE TERM.** Winter Storage season is November 1 to April 30. Summer Storage season is May 1 to October 31. Owner agrees to make arrangements for the prompt removal of the vessel by the end of the storage term.
- 2. HOLDING OVER.** All winter storage vessels must be scheduled to be launched by June 15. Boats left on land without arrangements after May 31 will be billed for Summer Land Storage and may be subject to movement within the yard at the Owner's expense.
  - a.** Vessels on land after May 31 that need to be moved to accommodate yard work or parking will be charged a relocation fee of \$250.
  - b.** Boats left on land after September 1 without prior arrangements will be considered abandoned and may be sold at public auction or disposed of by Norwest in accordance with applicable laws.
- 3. UNCONTRACTED BOATS.** Boats left in the water after November 15 without a contract will be considered abandoned and will be treated as such. Any expenses for the care, storage, disposal, and/or legal fees related to the Vessel are the full responsibility of the Owner.
- 4. HOLD HARMLESS.** Norwest is not liable for loss, damage, or injury to persons or to property occasioned by or arising from the care or protection of the Vessel (including gear, equipment and content) under any circumstances including but not limited to fire, theft, vandalism, wind, storm or ice damage, water damage, damage from precipitation filling hulls with water, invasion and resulting damage from wildlife, collision, nor damage resulting from the actions of other customers, or from any other cause. Owner assumes all responsibility for damage to boat during hauling, storage and launching if that damage is directly related to any structural weakness in the boat i.e., rub rails, spray rails, chines, etc. Any damage caused by failure of yard equipment or negligence on the part of yard staff will be repaired by Norwest.
- 5. CONDITION OF VESSEL.** By signing the Agreement, the owner represents that the Vessel is seaworthy and safe to be worked on by Norwest's employees. Owner will be liable to Norwest for any loss, damage, or injuries attributable to undisclosed hazards. Norwest may inspect all vessels in the marina and reserves the right to terminate the contract of any Vessel deemed to be in unacceptable condition or not in adherence to safety requirements.
- 6. LENGTH OF VESSEL.** All boats are measured and billed by actual footage, or length overall (LOA), which includes bow pulpit, swim platform, davits, engines, etc. The length of the boat is measured and determined by Norwest personnel.
- 7. WOODEN BOATS.** Norwest Marine will not haul, launch, trailer or store wooden boats without first receiving a written release and deposit from the boat owner. This release will stipulate that Norwest will in no way accept any responsibility for damages of any kind due to hauling, launching, trailering, or storing a wooden boat.
- 8. KEY/COMBINATION.** The cabin key/combination must be on file with the office. Keys and combinations are used solely by Norwest Marine to access boats for the purpose of providing repair services, checking for leaks at launch, or for use in emergency situations. If the key or combination is not provided by the Owner to Norwest, then the Customer shall be fully responsible for any resulting damage, claims or any loss that may arise at the time of launch in the spring.
- 9. DRAIN PLUGS & ACCESSORIES.** At haul out, Norwest removes all transom plugs which will be attached to the swim platform for reinstall prior to launch. It is the Owner's responsibility to remove all other drain plugs after boat is hauled and reinstall prior to spring launching. Norwest will not be responsible for damage to a boat as a result of the boat filling with water while stored on land. Customers are responsible for the removal of accessories, including water hose, cables, fenders etc. Norwest is not liable for the loss of any vessel's contents, equipment, or gear. Dock boxes may stay attached year-round unless otherwise requested.
- 10. WINTER COVERS.** Only shrink wrap or custom fit covers are to be used during storage. NO TARPS are permitted in the yard without a signed waiver due to the damage they may cause. Winter covers must NOT be tied to boat stands or supports as doing so may jeopardize the stability of the boat. Boat covers that are tied to stands will be retied or removed at the owner's expense. Owners are not permitted to move or reposition boat stands or blocks.
- 11. ANTI-FREEZE.** Only non-toxic anti-freeze is permitted in the marina. Permanent anti-freeze may be used in closed cooling systems only. Consult marina office for proper disposal of used permanent anti-freeze and used oil. DO NOT dump on ground, in drains or river. The CT DEEP has determined that the discharge of propylene glycol (non-toxic anti-freeze) is a violation of the Clean Water Act, subject to fines and penalties of up to \$20,000. This applies to all boat owners as well as marina owners. All antifreeze must be contained and removed safely from the marina.
- 12. ELECTRICAL CORDS & HEATERS.** To minimize risk of fire, NO electric cords may be left plugged in overnight, and the use of electric heaters is strictly prohibited during winter storage whether the boat is on land or in the water. Boats found plugged in and unattended will be unplugged by the yard. Only 3-pronged grounded electrical cords can be used in the marina

13. **LAUNCH SCHEDULE.** A signed, completed Spring Service Order that includes the requested launch week is required to launch boats. Launch dates and work requests will be assigned on a first come, first serve basis. Vessels not prepared to launch on their assigned week will be reassigned to the NEXT AVAILABLE week.
- Owners must notify the **OFFICE** to arrange launching, hauling, or any requested services – **DO NOT notify marina yard staff.**
  - Boats not docked at Norwest Marine will be provided courtesy dockage until the weekend of the launch week. Boats remaining on the docks after this grace period will be charged transient rates.
  - All dock lines and fenders must be taken out of compartments and left on deck. Batteries and bilge pumps must be operative prior to launch. Sailboat tillers and wheels must be in place.
  - Norwest has the right to refuse launch or fix issues as needed at the Owner's expense to ensure safety and keep launch schedule.
14. **RESPONSIBILITY OF BOAT OWNER.** It is the responsibility of the Owner to:
- Provide at least four (4) fenders and four (4) dock lines of good quality on board the boat prior to launch in the spring. If these items are not readily available on the boat at launch time Norwest will supply them at the Owner's expense.
  - Keep the area on land or on the dock around his boat free from any debris, trash, etc. arising from activities with respect to the boat.
15. **ACCOUNT BALANCES.** Boats stored in the yard will not be launched until all charges have been paid in full. An interest rate of 1.5% will be added to invoices thirty days or more past billing date. There shall be a fee of \$35.00 for returned checks.
16. **INSURANCE & PROPER DOCUMENTATION.** All vessels must carry appropriate registration/documentation and liability insurance. Proof of insurance and registration is required annually prior to hauling and/or acceptance of contract.
17. **PRESSURE WASHING.** Pressure washing can ONLY be performed by yard personnel in the containment area where wastewater, bottom paint, and marine growth will be captured and properly disposed of. Pressure washing your boat with your own equipment is strictly prohibited.
18. **OUTSIDE CONTRACTORS.** Owners and immediate family are allowed to work on their boats. No outside labor or vessel work is permitted on the property unless authorized in advance by Norwest. Authorized outside contractors must adhere to the following rules:
- Before beginning any work, sign in with the office.
  - Provide a valid liability insurance certificate with minimum coverage of \$2,000,000 per occurrence.
  - Only work on the property during normal business hours (weekdays 8:00 am to 4:30 pm).
  - Remove all waste or debris generated from work.
- Owners found to be in violation of contractor policies will be subject to immediate termination of this Agreement.
19. **BOAT ACCESS.** No work may be performed by boat owners or vessels plugged in on land after 4:30 pm during the winter months (November – March) without the permission of Norwest. Staying overnight on a land-stored vessel is strictly prohibited.
20. **MARINA TOOLS.** Owner shall not use or borrow Norwest Marine tools, equipment, or shop facilities at any time.
21. **BOTTOM PAINT & SANDING.** If you intend to sand and/or paint your own boat bottom with antifouling paints or compounds, you must first get permission from the office. All debris must be properly contained and disposed of - use of tarpaulins and dustless sanders to contain sanding residue, paint chips or chemicals are required. If you have any questions, please contact our office.
22. **DUMPSTERS.** Only regular household waste generated at the marina shall be put in Norwest dumpsters.
23. **PETS.** Pets must always be kept on a leash. Owners must clean up after their pets. Any pets found to be a nuisance to other customers may be required to leave the property at the Marina Manager's discretion.
24. **DAMAGE TO OTHER BOATS IN THE MARINA.** If Owner or any related third-parties causes damage to other vessels in the marina or on marina property as a result of fire, sinking, capsizing, pollution, improper operation by anyone other than Norwest staff, or from any other cause not within the direct control of Norwest, the Owner agrees to be responsible for such damage.
25. **PARKING & DRIVEWAYS.** Vehicles and trailers must be parked so that others can get out. Vehicles parked improperly will be towed at Owner's expense. 5 MPH speed limit must be obeyed at all times. Double parking is only allowed on weekends when the travel lift is not in use.
26. **MODIFICATIONS OF AGREEMENT.** The marina reserves the right to change, alter, reassign, or cancel this contract without notice at any time.
27. **LEGAL RIGHTS OF THE MARINA.** Owner agrees that all services provided by Norwest give rise to federal maritime and state liens against the Vessel for the period of the time that a debt is owed under this contract. THE VESSEL AND ITS CONTENTS MAY BE SOLD AT PUBLIC AUCTION FOR THE SATISFACTION OF THESE LIENS, and the minimum bid for such auction may be set by the Marina in its sole discretion at an amount sufficient to cover all outstanding debt under this contract, including all expenses, attorney's fees, and interest. The proceeds of any sale shall be applied first to the outstanding amount due and then the expenses of such sale, including attorney's fees, with the remainder, if any, being disbursed to the Owner.