



# Great Lakes Yacht Services

Sales

Service

Storage

Repairs

## SUMMER YACHT DOCKAGE/ MOORING/ STORAGE CONTRACT

By and between **GREAT LAKES YACHT SERVICES CORPORATION** and the owner(s) of the yacht named in this contract it is hereby agreed that:

(1) **Great Lakes Yacht Services Corporation [GLYS]** is to provide storage and/or dockage/mooring for the owner'(s) yacht for one summer season commencing on or after **June 1, 2009** and extending to **September 30, 2009**.

(2) With the return of this contract, duly executed by owner (s) his agent or master, owner(s) will pay \$200.00 as a deposit. The balance of said service costs to be paid within thirty (30) days of billing.

(3) **Estimates** may be provided for all work upon owner(s) written request. Billing of the work will be on a time and materials basis. In the event that the scope of the work changes, the owner(s) will be notified of any additional costs. Signed work order authorizations and deposits are required prior to proceeding with any work.

(4) Owner(s) agree(s) that the payments for contracted work will be made to **GLYS** in accordance with its standard terms of net cash, payment due based on completion of work, such as carpentry, painting, engine repair and/or comparable service.

(5) Owner(s) understand(s) and agree (s) that all subsequent work and service done to the yacht under contract will be done strictly on a first come, first served basis.

(6) Owner(s) agree(s) to leave one complete set of keys for the aforementioned yacht with **GLYS** and grants **GLYS** right of reasonable access to said yacht at all times it is within its storage, dockage, mooring, and working areas. **GLYS** will not show said yacht to others unless expressly requested, in writing, by owner(s).

(7) Owner(s) understand(s) and agree(s) that **GLYS** attempts to maintain strict on premises security at all times and does not permit its customers or other persons access, unless satisfactorily identified, and then only during normal working hours in accordance with posted yard rules and procedures. Owner(s) agree(s) that **GLYS**, with respect to the yacht stored/docked/moored hereunder, shall be responsible only for the exercise of ordinary care. **GLYS** assumes no responsibility for pilferage or damage because of vandalism. **GLYS** accepts no responsibility for surface scratches and/or other minor damages of any kind while boat is stored/docked/moored nor any damages done by third parties. **GLYS** shall not be liable for loss or damage caused by fire, the elements, water, sprinkler leakage, heat, cold, frost, rust, riot, unlawful disturbance of the peace, or other unspecified events. Yacht owner(s) are solely responsible for the use and condition of "fenders", dock lines and other such devices meant to secure or protect yacht from damage while docked. Vessel owner(s) will insure each yacht for a suitable amount against all possible hazards and

casualties. **Each owner shall file a current and valid certificate of insurance with GLYS before yacht will be permitted to be put into storage or accepted for dockage.** Owner(s) should remove all personal effects, gear, clothing, and similar items from yacht immediately before haul-out if boat is to be stored. Owner(s) are responsible for all dock lines, hoses, electric cords and other items used on yachts and for the condition of these items. Owner(s) agree(s) and understand(s) that neither he nor others will be permitted to do work thereupon, while the above-mentioned yacht is located in any inside work area at **GLYS**. Owner(s) with keys to inside facilities are responsible for keeping doors locked outside of working hours.

(8) **Owner(s) understand(s) and agree(s) that GLYS is NOT a marina but a working yacht storage and repair facility.** This means that there may be work done at all hours of the day and night if need be. Owner(s) will be held responsible for all guests' safety by providing life vests or safety gear to those persons while at the dock, on a mooring or on **GLYS** property. **Children are required to wear life vests while in the yard.!!!**

(9) **Owner(s) understand(s) and agree(s) that no competitive labor will be allowed upon the premises of GLYS ashore or afloat and that outside vendors, or others hired or in the employ of owner(s) are not allowed upon said premises, ashore or afloat, without prior notification and approval of the management of GLYS.** Owner(s) will not direct or order such persons to **GLYS** unless those persons have been approved by **GLYS**. Outside approved persons working on yachts will be required to have filed proof of insurance with **GLYS**. **GLYS requests that owners do not ask any GLYS employees or affiliates to work on their vessels on non-GLYS time.**

(10) **GLYS requires all owners to mark or tag, with the vessel name, all equipment left unlocked on the vessel including power cords, hoses, fenders, dock-lines, etc.**

(11) If boat is to be docked and on all boats listed with our brokerage department or that of others, owner(s) agree(s) to make available a minimum of four (4) good and serviceable mooring lines and fenders of adequate size and number for tying off to **GLYS** dock facility. If lines and fenders are not on board they shall be supplied by **GLYS** accordingly and be billed to the owner(s). As mentioned in item (10), all pre-existing dock-lines and fenders must be marked or tagged, by the owner, with the vessel name. **GLYS** employees will mark or tag, with the vessel name, any dock-lines and fenders supplied by **GLYS** and owner will be billed accordingly.

(12) **No yacht will be released until all charges incurred for said yacht are paid in full,** including but not limited to labor, materials, and storage charges. **GLYS** maintains a lien on said vessel pursuant to Chapter 780 WIS. STAT. for all unpaid labor and materials purchased on behalf of said vessel. Any charges for repairs covered by insurance are the responsibility of the owner(s) and billings will be made directly to the owner(s) under our regular terms. **GLYS does no 3<sup>rd</sup> party billing.**

(13) **GLYS** reserves the right to refuse the use of any owner(s) furnished cradles and/or jack stands which management feels are not safe or adequate.

(14) Owner(s) understand(s) and agree(s) for his protection and the protection of others, that **GLYS** reserves the right to fill all engine fuel tanks, remove any paints, thinners, solvents, LP gas cylinders, alcohol containers, kerosene containers, oily rags, and other items of a combustible nature from the yacht.

(15) No smoking will be permitted in storage buildings.

(16) The owner(s) hereby agree(s) to obey all rules, regulations, the procedures, and to abide by the hours of the yard as posted on the premises.

(17) If yacht remains in storage beyond the normal contract period date, this agreement shall remain in force for subsequent storage periods and all charges for storage and repair shall be at the then current rate for that time.

(18) Owner(s) hereby agree(s) to store no flammable material in the storage lockers. Lockers will be rented on a first-come, first-serve basis with a waiting list for available space. Locker charges are the same whether heated or unheated. Owners will furnish their own padlocks and *MUST* furnish **GLYS** with either a locker key or combo.

# GREAT LAKES YACHT SERVICES YACHT WORK ORDER

**\*All highlighted areas MUST BE COMPLETED before work on vessel can commence\***

*\* Please complete all highlighted areas \**

**VESSEL NAME:** \_\_\_\_\_ **OWNER:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_ **PHONE:** ( \_\_\_\_\_ ) \_\_\_\_\_ Home  
 \_\_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_ Work / Cell *(Circle One)*  
**MAKE:** \_\_\_\_\_ **MODEL:** \_\_\_\_\_ **HULL ID #:** \_\_\_\_\_  
**YEAR:** \_\_\_\_\_ **LOA:** \_\_\_\_\_ (ft) **BEAM:** \_\_\_\_\_ (ft) **MAST:** \_\_\_\_\_ (ft)  
**# OF BATTERIES:** \_\_\_\_\_ **SEPARATE DINGHY STORAGE:** **Y or N** **LOCKER RENTAL:** **Y or N**  
*(Circle One)* *(Circle One)*  
**BOAT KEY:** **Y or N** **BOAT COMBO:** \_\_\_\_\_ **VESSEL STORAGE:** **On-the-Hard , Dockage , or Mooring**  
*(Circle One)* *(Please Circle One)*

Owner(s) herewith instructs **GREAT LAKES YACHT SERVICES** to perform the following services at its appropriate hourly rate in effect at contract signing *(please check all that apply)*.

Services for On-the-Hard Storage	GLYS
Storage for summer season 2009	X
Launch boat if needed	
Inspect rigging	
Step rigging	
Re-install sails	
Commission engine(s) and generators	
Commission outboard engine(s)	
Check and install all batteries	
Commission fresh water systems and heads	
Commission refrigeration and air conditioners	
Check holding tank	
Change oil	
Change oil filter	
Obtain oil for analysis	
Change fuel filter	
Cover boat with visqueen (if desired)	
Boat will be ready for launch on _____ (Date):	
Jack stands - cradle to be furnished by: _____ (Circle One)	GLYS / Owner
Jack stands - cradle to be delivered to yard by: _____	

Information	
Is the boat for sale? _____ (Circle One)	Y or N
Is the boat listed with <b>GLYS</b> ? _____ (Circle One)	Y or N
Are there any special lifting instructions (i.e. hull fittings, pick points, etc.)? <i>Please indicate under Special Notes on page 5</i>	
Are there any plugs that need to be removed/replace at time of haul out/launch? <i>Please indicate under Special Notes on page 5</i>	
The Boat is to be sailed away on: _____ (Date)	

I hereby authorize the aforementioned services and the necessary materials. I also hereby authorize **GLYS** and/or **GLYS** employees/subcontractors to operate the equipment, systems and/or vessel as required for the purpose of testing, inspection, and/or completion of the aforementioned work. I agree the labor rate for all the work performed shall be **as specified**. I agree that all charges for repairs covered by insurance are the responsibility of the owner and billing will be made directly to owner under **GLYS** regular terms. I further agree that **INTEREST** shall be charged on all past due accounts, defined as thirty (30) days from date of invoice, at a rate of **1-1/2% PER MONTH** on the outstanding balances and that all charges shall be paid before the boat is released to the customer or authorized agent. An express mechanic's lien is hereby acknowledged on the aforementioned vessel to secure the amount of repairs thereto. I understand that, per contract terms, **GLYS** does not 3<sup>rd</sup> party bill and I am responsible for all 3<sup>rd</sup> party warranties and insurance claims.

Where applicable, the warranty shall be for a period of ninety (90) days from the date of delivery of the vessel to yacht owner/representative and shall cover only the repair or replacement of work done or materials supplied to yacht owner/representative by **Great Lakes Yacht Services**. ALL CONSEQUENTIAL AND INCIDENTAL DAMAGES ARE HEREBY EXPRESSLY EXCLUDED. All warranty work shall be done on the premises of **GLYS**, and it shall be the obligation of yacht owner/representative to bring the vessel to said premises, unless otherwise agreed by **GLYS**. **Great Lakes Yacht Services Corp HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES THAT MIGHT BE CLAIMED AND EXCLUDES ANY Great Lakes Yacht Services work FROM VENDOR WARRANTIES.** Any vendor warranties shall be passed on directly to yacht owner/representative by **GREAT LAKES YACHT SERVICES**. All complaints regarding service work performed by **GLYS** shall be made within seven (7) days of leaving the **GLYS** property.

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Owner Signature

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Date

***Please complete pages 4 - 6 and return to GLYS in the envelope provided or mail it to:***

***Great Lakes Yacht Services  
c/o Storage Contract  
61 Michigan Street  
Sturgeon Bay, WI 54235  
(920) 746-6247***

***You may keep pages 1 - 3 for your personal boat file.***

***Be sure to check out our webpage at  
[www.glyservices.com](http://www.glyservices.com)***

**Special Notes from owner(s):**

*Example:* Any special mechanical or electrical switches and/or locations for the same of which **GREAT LAKES YACHT SERVICES CORP** should be aware including the location of service manuals and/or keys left on boat.

**Summer Work Order List:**