



Great Lakes Yacht Services

Sales

Service

Storage

Repairs

WINTER MAST STORAGE CONTRACT

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

(1) **Great Lakes Yacht Services Corporation [GLYS]** is to provide rigged or de-rigged mast storage for the owner(s) mast for one winter season commencing on or after **October 1, 2011** and extending to **May 31, 2012**. Owner(s) understand(s) that there is a difference in storage costs between rigged and de-rigged mast storage.

(2) Winter season service work scheduling ends January 1, 2012. Any work requests after January 1, 2012 may cause delays in sail away plans. **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 are required prior to proceeding with any work.

(3) 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 of completion of service work. For large work orders, owners will be expected to make progress payments on work as it is completed.

(4) Owner(s) understand(s) and agree (s) that the mast under contract will be pulled at such a time as to best suit the **GLYS** rigging schedule and space considerations in the buildings, and that all subsequent work and service will be done strictly on a first come, first served basis.

(5) Owner(s) understand(s) and agree(s) that **GLYS** attempts to maintain strict 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 mast stored hereunder, shall be responsible only for the exercise of ordinary care. **GLYS** assumes no responsibility for pilferage or damage because of vandalism. **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. Vessel's owner(s) will insure each yacht/mast for a suitable amount against all possible hazards and casualties. **Each owner shall file a current and valid certificate of insurance with GLYS before mast will be permitted to be put into storage.** Owner(s) agree(s) and understand(s) that neither he nor others will be permitted to do work thereupon, while the above-mentioned mast is located in any inside work area at **GLYS**

(6) ***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 masts on non-GLYS time.**

- (7) **GLYS** requests owner(s) to arrange for a sail-away plan to include time for rigging as early in the year as possible. Owner(s) agree(s) and understand(s) that all rigging dates are contingent on weather, dock availability, and the location of the mast in the storage facility as determined by previous season termination and storage dates.
- (8) Owner will be required to remove rigged vessel from **GLYS** property within three (3) working days or the weekend following launch and commissioning, whichever day comes first.
- (9) Owner(s) agree(s) to make available a ***minimum of four (4) good and serviceable dock-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).***
- (10) **No yacht/mast will be released until all charges incurred for said yacht/mast are paid in full**, including but not limited to labor, materials, and storage charges. **GLYS** maintains a lien on said vessel/mast pursuant to Chapter 780 WIS. STAT. for all unpaid storage, labor, and materials purchased on behalf of said vessel/mast. Any charges for repairs covered by insurance or third-party warranties are the responsibility of the owner(s) and billings will be made directly to the owner(s) under our regular terms. **GLYS does no 3rd party billing.**
- (11) No smoking will be permitted in storage buildings.
- (12) 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.
- (13) If mast 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 billed at the rate current for that time.
- (14) 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.
- (15) Owner(s) understand that all technical time spent on a particular job, including telephone calls with technicians, research, drafting, etc, will be charged at the current rate for project management.
- (16) **GLYS** employees may **NOT** receive personal gratuities or gifts-in-kind from **ANY CUSTOMER** of **GLYS**. It is against **GLYS** policy and will result in a penalty to the employee. Food and beverage treats for the team as a whole are welcome.
- (17) Owner(s) hereby agree(s) that they are responsible for all costs incurred by **GLYS** to obtain payment for their overdue and unpaid account(s) including those incurred by the use of the courts or debt collection agencies.
- (18) Legal venue of any disputes is Door County, WI

GREAT LAKES YACHT SERVICES CORP VESSEL WORK ORDER

<i>Office Use Only</i>
W.O. _____
S.I. _____

*Please complete all highlighted areas *

VESSEL NAME: _____ **OWNER:** _____
ADDRESS: _____ ; _____ , _____ - _____
Street *City* *State* *Zip*
PHONE: Home (____) _____ - _____ Cell (____) _____ - _____ Work (____) _____ - _____
MAKE: _____ **MODEL:** _____ **YEAR:** _____
LOA: _____ (ft) **BEAM:** _____ (ft) **MAST:** _____ (ft) **# OF MASTS:** _____
LOCKER RENTAL: **Y or N** (*Circle One*) **LOCKER COMBO:** _____ **MAST STORAGE:** **De-rigged / Rigged**
(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 – Fall Lay-up	GLYS
Pull and visually inspect rig	X
Remove sails	
Disconnect mast electric	
Mast will be ready for pulling on: _____ (<i>Date</i>)	/ /

Information	
Is the boat for sale? _____ (<i>Circle One</i>)	Y or N
Is the boat listed with GLYS ? _____ (<i>Circle One</i>)	Y or N
Are there any special de-rigging instructions? _____ <i>Please indicate under Special Notes on page 6</i>	
The Boat is to be rigged on or around: _____ (<i>Date</i>)	/ /

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 or third-party warranty 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. I understand that, per contract terms, **GLYS** does not 3rd party billing and I am responsible for all 3rd 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/mast 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/mast 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.

I hereby acknowledge that I have read and understand the **GLYS** terms, as laid forth on pages 1-5, for work orders and storage on any and all vessels.

Owner Signature

Date

Please complete pages 3 & 4 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***

You may keep pages 1 & 2 for your personal boat file.

***Be sure to check out our webpage at
www.glyservices.com***

Special Notes from owner(s):

Example: Any special electrical switches and/or locations for the same of which **GREAT LAKES YACHT SERVICES CORP** should be aware

Winter Work Order List: