



great Lakes Yacht Services

Sales

Service

Storage

Repairs

WINTER YACHT 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 inside or outside storage for the owner(s) yacht for one winter season commencing on or after **October 1, 2008** and extending to **May 31, 2009**.

(2) With the return of this contract, duly executed by owner (s) his agent or master, owner(s) will pay \$250.00 as a deposit (if deposit has not already been paid). **The balance of said service costs to be paid within thirty (30) days of lift-out.**

(3) Winter season service work scheduling ends January 1, 2009. Any work requests after January 1, 2009 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.

(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 of completion of work, such as carpentry, painting, engine repair and/or comparable service. For large work orders, owners will be expected to make progress payments on work as it is completed.

(5) Owner(s) understand(s) and agree (s) that the yacht under contract will be hauled out at such a time as to best suit the **GLYS** lifting 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.

(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 the yacht is within its storage and working areas. **GLYS** will not show 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 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 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 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.** Owner(s) should remove all personal effects, gear, clothing, and similar items from yacht immediately before haul-out. 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**

(8) 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.

(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** requests owner(s) to arrange for a sail away plan as early in the year as possible. Owner(s) agree(s) and understand(s) that all sail away plans are contingent on weather, dock availability, and the location of yacht in the storage facility as determined by previous season termination and storage dates.

(11) Owner will be required to remove vessel from **GLYS** property within three (3) working days or the weekend following launch and commissioning, whichever day comes first.

(12) 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).** As mentioned in item (8), 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.

(13) **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 storage, labor, and materials purchased on behalf of said vessel. 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.**

(14) **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.

(15) 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 (this will be done at an approved off-site facility), remove any paints, thinners, solvents, LP gas cylinders, alcohol containers, kerosene containers, oily rags, and other items of a combustible nature from the yacht. This labor will be charged at our current technical rate.

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

(17) 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.

(18) 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 billed at the rate current for that time.

(19) The owner(s) agree(s) to leave all service manuals on the vessel and will notify GLYS staff as to their location.

(20) 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.

(21) Owner(s) hereby agree(s) to remove all perishable food items from vessel(s) prior to haul-out. Removal of any such items will be billed at the current general labor rate.

(22) Owner(s) understand that, if heated storage is requested for the winter season, the vessel may be placed on either a cradle or jack stands.

(23) 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.

(24) **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.

(25) **GLYS** is a working boat yard. Owner(s) understand that vessels may become dusty/dirty if left uncovered.

(26) 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:** _____ **HULL ID #:** _____
YEAR: _____ **LOA:** _____ (ft) **BEAM:** _____ (ft) **MAST:** _____ (ft) **# OF MASTS:** _____
OF BATTERIES: _____ **SEPARATE DINGHY STORAGE:** **Y or N** (*Circle One*) **LOCKER RENTAL:** **Y or N** (*Circle One*)
BOAT KEY: **Y or N** (*Circle One*) **BOAT COMBO:** _____ **VESSEL STORAGE:** **Heated / Unheated / Outside / Trailer**
(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
Haul out and storage	X
Pull and visually inspect rig (if sailboat)	
Remove sails	
Prepare gasoline engine for cold storage	
Prepare gasoline generators for cold storage	
Prepare diesel engine(s) for cold storage	
Prepare diesel generators for cold storage	
Prepare outboard engine(s) for cold storage	
Check water levels, check charge, and load test batteries	
Change oil/filter in main engine(s)	
Change oil/filter in generator(s)	
Change water separator/Racor filter	
Obtain oil for analysis from main engine(s)	
Obtain oil for analysis from generator(s)	
Change fuel filter	
Prepare head systems and fresh water systems for storage	
Pump out holding tank(s) # of tanks: _____	X
Prepare refrigeration and air conditioners	
Add fuel stabilizer to fuel tanks	
Cover vessel with Visqueen (suggested for all inside heated storage vessels)	
Clean interior of vessel (quotes available upon request)	
Clean exterior of vessel	
Remove dinghy from vessel for storage (<i>please check if separate dinghy storage is circled</i>)	
Boat will be ready for haul-out on: _____ (<i>Date</i>)	/ /
Jack stands - cradle to be furnished by: _____ (<i>Circle One</i>)	GLYS / Owner

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 lifting instructions (i.e. hull fittings, pick points, etc.)? <i>Please indicate under Special Notes on page 6</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 6</i>	
The Boat is to be sailed away 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. 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 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 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.

*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 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***

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

***Be sure to check out our webpage at
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.

Winter Work Order List: