

Storage & Service Contract

2022/2023
- RENEWAL
- New Applicant



Name: _____ DD/MM/YYYY: _____

No Changes - initial

Address: _____

City: _____ Province: _____ Country: _____

Postal Code: _____ E-mail: _____

Phone: (Cell) _____ (Work): _____

Services Provided by SWMS (check all applicable)

Winter Storage Dock Rental Mooring Rental

Haul / Launch Service Ramp Use Seasonal Other (Specify): _____

BOAT / VESSEL DETAILS

No Changes initial

Motor Vessel Sail Vessel Fishing Vessel

Vessel Name: _____ Model: _____ Engine: _____

Color - Topsides: _____ Bottom: _____

Length Overall: _____ Beam: _____ Draft: _____ Mast Height: _____

INSURANCE DETAILS

Proof of Insurance is **MANDATORY each year**; Third Party Liability insurance with a minimum amount of \$1,000,000 is to be carried by all SWMS Customers.

Insurance Company: _____

Policy Number: _____ Expiry Date: _____
DD/MM/YYYY

Copy received by SWMS Staff (initials): _____

SIGNATURE: _____

Name (Print): _____ Date (DD/MM/YYYY): _____

GENERAL RELEASE / CUSTOMER SERVICE POLICY

**Changes for 2023 are italicized.

I, _____, herein acknowledge that I am the Owner of the Vessel which is subject in this contract and as a customer of Shining Waters Marine Services Ltd. (herein referred to as "SWMS"), that SWMS provides services and facilities associated with the maintenance, care, storage and mooring of pleasure boats and/or yachts.

I clearly understand that this contract is with me as an individual and is nontransferable and the use of said services and facilities provided by SWMS are done so at my own risk in that SWMS does not warrant the services and facilities to me and that the said services and facilities are used at my own risk.

This document and the Terms and Conditions contained in this document set forth the complete agreement of the parties. There are no other agreements, written or oral, related to this contract. Acceptance by SWMS of an amended or additional schedule to this contract during the season will serve as an amendment to this contract. Otherwise, no changes or modifications to this contract are valid unless those amendments are in writing and signed by both parties or are in writing, signed by both parties and specifically state that this contract is amended by that writing.

I clearly understand that I am responsible to ensure any vessel owned by me or used by me is in fit condition for the use intended and there is no onus upon the said SWMS to inspect any vessel owned or operated by me or any other person.

It is further understood that SWMS is under no obligation to inspect my vessel, and its associated equipment to fitness for purpose or as to the boats or yacht's seaworthiness and further, if any inspection is done by SWMS, it is done on a "without prejudice" basis and said inspection shall not be interpreted as an admission or commitment or warranty by SWMS that the boat or yacht or associated equipment is fit for the purpose intended.

It is further understood that SWMS does not inspect other vessels or associated equipment and any damage or injury caused by another person's vessel or associated equipment shall not be the basis or a cause of action against SWMS.

INSURANCE

I further agree to provide SWMS proof of **All Risk Public Liability Insurance** with respect to any vessel in the minimum amount of **\$1,000,000** owned or operated by me. It is understood that if proof of said insurance is **not** provided, I will **not** be permitted to store, launch and/or maintain my boat/yacht at SWMS.

CUSTOMER'S LIABILITY TO SWMS

I herein, fully indemnify SWMS for any damage occasioned to SWMS which is the result of my negligent use and/or maintenance of my vessel and associated equipment and further indemnify SWMS with respect to any legal actions and/or proceedings which may be commenced against SWMS which is the result of my negligent operation and maintenance of my vessel and/or associated equipment.

The owner and the vessel itself will be in default if (a) he or she fails to make any payment when due, or (b) a bankruptcy petition is filed by or against him or her, or (c) he or she fails to keep any clause of this contract, including the Terms and Conditions, (or) a vessel occupies a slip mooring or dock space without a signed contract having been delivered to SWMS in advance.

If the boat owner is in default, SWMS may cancel this Contract and/or assert any other legal remedy, and the vessel owner shall pay all expenses, including reasonable legal fees, court costs and interest at the rate of 2% per month.

STORAGE TERMS & CONDITIONS

Applicable Fees/Rate: Please Refer to Current Year Rate Card: (Note: All fees quoted are HST extra)

Rates are calculated as follows:

Hauling /Launching: LOA (as measured by Staff) X Current Rate (minimum of \$250.00)

Storage Calculation: Rate X (Absolute length x beam (rounded up)

** The Absolute Length includes all swim platforms, bow sprits, masts on deck and other overhangs. **

Storage Season: **Winter: Haul Date to June 30th**

Summer: July 1st to August 31st

Boat Stand rentals will be calculated for both summer and winter season (see rate sheet). SWMS Yard Manager (along with manufacturers recommendations) will determine the number of Stands required and proper size. It is forbidden for customers to reposition or change stands; this must be done by qualified yard personnel. If a customer request stands to be changed or moved charges may apply (see rate card).

A **Drop Fee** of \$250.00 is applicable when the boat is brought by land and unloaded on SWMS premises. This deposit is required and will be refunded provided the vessel leaves (by water or land) SWMS premises on or before the date specified on completion of the storage period. No refunds will be paid if this Contract is terminated for default. Failure of SWMS to exercise any remedy shall not constitute a waiver of SWMS's right to do so in the future. **SWMS shall have a security interest in and a lien upon the vessel for all monies due to SWMS which are then outstanding**, which lien and/or security interest may be enforced by sale of the vessel in accordance with the procedures set forth in the *Storage Warehouse Keepers Act, RSNS 1989, c. 447* and any amendments thereto. If a lien is maintained the Owner/Lessee of the vessel shall pay the usual storage rate during the term of enforcement of said lien. **Please Note – The vessel and its contents may be sold at public auction for failure to pay storage charges.**

Conditions

It is understood that, without limiting the generality of the foregoing, I will be solely abiding by the following conditions:

- That SWMS reserves the right to organize and place vessels in any position throughout the yard or our indoor facility. (Please note that we do consider, the customers launch date when deciding on placement indoors). Although we try to accommodate a tolerance on each side of the vessel due to the unique geometry of our property this is not always possible.
- That the SWMS Yard is to make the final decision on the location of your vessel in the yard as well as proximity to other vessels and by the signing of this contract it is understood that you agree to these terms without argument.
- Ensure that the boat or yacht's cradle used to store my boat or yacht shall be supplied by me and it is solely my responsibility to ensure that said cradle or other devices used to store my boat or yacht is fit for the purpose intended along with being properly labeled. Should the customers cradle/trailer remain unlabeled or illegible after 1 season, we reserve the right to label on the customers behalf and the customer will be invoiced accordingly.
- That it is solely my responsibility as to how any equipment I own is used with respect to hauling, storage and use of my boat or yacht.
- That if any damage should arise caused by faulty equipment, such as a vessel's cradle or stands, it is solely my responsibility, and no claim will be made against SWMS for any damage claim arising there from. Customers supplying their own cradle or boat stands, if those items are found to be in disrepair, boats will be placed in rental stands at additional expense.
- *SWMS cannot give exact times for haul/launch but can typically indicate before/after noon. Although we try to accommodate each owner individually, it is not always possible. Vessels must be prepared for launch / haul a minimum of two days (48 Hours) prior to their given date. If a vessel is not ready, a cancellation fee will apply.*
- If SWMS does not have access to your vessel, resulting in postponing your haul / launch, it will be rescheduled for the next available time slot without further notice. A cancellation fee shall apply.
- All haul, storage and launch related invoices will be issued at time of booking and are due immediately. Should any balance remain outstanding by launch/haul out date, the service will be delayed until all balances are clear. Accounts must be cleared before additional services will be scheduled. Cancellation fee shall apply.
- *There is NO GRACE PERIOD offered after launch on our docks/moorings. Prior to JUNE 1st Customers may PRE-BOOK space, subject to availability, at the discounted daily rate on the Spring Launch Form (up to three days). After June 1st, reserved dock space is full price.*
- All boats on dry land storage, must be unplugged while customers are not present. The use of heaters, lights, or other devices in the boat while customers are not present is strictly prohibited. Boats will be unplugged at the end of each day. If any damages are incurred SWMS will not be held liable.
- Masts must be stowed either on the boat or on the designated mast rack, if masts are not removed, all rigging must be secured sufficiently to prevent any wind noise. If the rigging is not sufficiently secured, SWMS will secure the rigging and invoice the client for time and materials.
- Covered storage sheds are not permitted.
- The area adjacent to your boat must be kept free of all debris.
- *Any work that a customer wants to do on their boat or hire someone to do on their behalf, in the **indoor storage building**, MUST be pre-approved by SWM Management. Only "CLEAN" work will be considered, and contractors will not be allowed to work inside if they are providing services that SWM techs can be hired to do. No machine polishing, grinding, or sanding will be allowed and the contractor or customer doing the work will be responsible to clean up any mess, tools etc. at the end of each workday.*
- Stowage of customers cradles and/or boat stands is included with previous winter storage for the summer season. Should your cradle or stands need to be accessed during the summer months a handling fee may apply. Cradles not utilized during any season; regular storage fees will apply.
- The welfare of the boat in storage is the complete responsibility of the customer, SWMS staff will NOT be responsible in any way while your boat is in storage. Boats stored on land must be checked for snow build up, loose tarps, water, etc.
- Do not tie tarp to jack stands.
- The yard reserves the right to relocate boats, as needed to other storage areas.
- **The raising of sails is strictly prohibited while boats are on land.**
- SWMS will not accept responsibility for any personal injuries or to any damage that may be sustained to the boat. Storage at SWMS is entirely at the boat owners' risk.
- Our facility is not intended for long term on land storage of your vessel. Any vessel left for more than two (2) years without prior approval from management and owners will be contacted with different options for the vessel. Should the vessel need to be sold or disposed of any expenses incurred by SWMS will be the responsibility of the owner.

DIY BOAT CONSTRUCTION, MAJOR REPAIRS AND RESTORATION

The permission of Management must be obtained **BEFORE** MAJOR work (restoration, major repairs, and reconstruction) commences on the vessel.

MOORING / DOCK RENTAL TERMS & CONDITIONS

I hereby acknowledge that SWMS does not warrant or guarantee the docks or moorings. It is clearly understood that the docks or moorings are used at my own risk. I hereby acknowledge that the use of the facilities at SWMS is at the boat owner's risk.

Please refer to current fee schedule for costs. Deposit Due Dates will be set each season, to reserve your mooring or dock and all accounts must be current before deposits to be taken for upcoming seasons. Deposits are non-refundable. I understand the **balance is due before** I begin to occupy a mooring or dock by May 15th, whichever is earlier.

Conditions:

- SWMS reserves the right to rent assigned docks and moorings during periods of vacancy. Customers are asked to notify the office when moorings or docks will be vacant for periods greater than 4 days. Revenue created by re-renting will be split (60% SWMS / 40% Customer) as a credit note on customer's account.
- Moorings and Docks are assigned based on several factors and locations are NOT guaranteed year to year.
- It is understood that SWMS is a private facility and customers or guests being abusive or disruptive to staff or other customers or guests will be asked to leave the marina, should the problem persist, they will be asked to leave the marina permanently, forfeiting all monies paid for said mooring or dock.
- Customers are responsible for the conduct of their guests and could be held liable for their actions while on the premises.
- SWMS reserves the right to move or relocate any boat if its location indicates a safety risk to other clients, other client's boats, or threatens to impede the daily efficient operation of the marina.
- If there is a fluid (ie: oil, oily bilge water, gasoline etc.) leak and / or spill from your vessel you will be responsible for all costs related to the clean-up of that spill.
- The welfare of the boat while docked or moored is the responsibility of the owner (i.e. boats in the water must be checked regularly for water tight integrity, mooring lines, fenders, etc.) SWMS staff will NOT be responsible in any way while your boat is moored or docked. It is recommended to check your vessel on a regular basis to ensure everything is in good order.
- If a boat sinks in the Marina area, the owner must remove such wreck forthwith. If the owner fails to do so, the Marina Manager may remove the wreck at the owners' expense, and the cost thereof shall be a debt due from the renter to Shining Waters Marine.
- *In the event of a named storm, we recommend customers follow the "Shining Waters Marina Severe Weather Plan" located on our website.*

GENERAL RULES

- *All work requested MUST be on a signed work order or an approved quote. If there is no work order, no work will be carried out.*
- For service work, payment is due on receipt of your invoice. In the case of a larger service job, SWMS will require a deposit up front of 50% of the estimated cost of the parts or the cost of pre-ordered parts.
- If a customer account is more than 60 days past due, a late fee shall be applied.
- Clients are not permitted in the SWMS work area's; on or near a vessel while it is being lifted or moved. Should any member of the yard crew feel that the customer is acting in an unsafe manor, they shall stop all operations until the safety issue is resolved. Any delays cause by customer could result in being charged for the delay.
- Outside contract work is strictly prohibited without prior approval by management. An "Outside Contractor's Agreement" must be signed and proof of insurance provided by the contractor. Contractors are obligated to sign and sign out each day they are on site, this will be strictly enforced for the protection of customers, SWM staff and the contractor.
- All garbage is to be put in the garbage cans located throughout the yard. Recycling rules are to be respected and garbage is to be disposed of appropriately. At no time should batteries, hydraulics, oil, or any other dangerous waste be disposed of in the garbage. SWMS provides appropriate disposal for hazardous materials.
- SWMS must have access to your boat. You must leave a set of keys in the marina office.
- All items left at marina are left at the owner's risk.
- All items (such as ladders, cradles, boat stands, fenders) must be clearly labeled with your name and boat name / make. Any items not clearly labeled will be disposed of at the manager's discretion or could be used as yard equipment and owners will not be reimbursed for losses.
- Young children MUST wear PFD's while on the docks and be always under the supervision and responsibility of an adult.
- Dogs must be always kept on a leash and picked up after.
- There is no running / swimming / diving / fishing or smoking on the dock system.
- Vehicles are not permitted in the haul / launch area, only the designated 15-minute parking for loading or offloading provided space is available.
- This is a working boat yard. Please drive slowly and be aware of our staff, moving machinery and other clients. Yard speed limit is 10km/h
- If a car is parked and left unattended and will impede the function of the boatyard, SWMS reserves the right to have the vehicle towed at the owner's expense.
- *Launches will be scheduled using position in the yard. When you book your haul out, you are asked to indicate your anticipated 'launch month' to assist with this.*

STATEMENT OF UNDERSTANDING

1. Violation of these policies may be cause for immediate settlement of all current charges and removal of the vessel from the marina yard, regardless of the status of the vessel.
2. The Current fee Structure – Ask for current price list.
3. The Invoicing and Payment Structure
4. The General Terms and Conditions
5. Policies for the different services offered by SWMS.

I have read and understand the following: as presented by SWMS and as a client/customer of this marina I will abide by these terms and conditions.

SIGNATURE: _____ Name (print): _____ Date (DD/MM/YYYY): _____