



BOSUN'S MARINE

2024-2025 WINTER STORAGE CONTRACT

BOAT & OWNER INFORMATION

OWNER		MAKE		MODEL	
MAILING ADDRESS		VESSEL NAME		LOA	
HOME PHONE		ENG MAKE/MODEL		BEAM	
OTHER PHONE		GAS/DIESEL			
EMAIL ADDRESS					

STORAGE TYPE

PLEASE CHECK ONE NOTE: BOAT SIZE IS SUBJECT TO CONFIRMATION BY BOSUN'S MARINE

	OUTSIDE BOAT STORAGE:	\$6.50 SQ/FT (LOA X BEAM OVERALL)

STORAGE INCLUDES BLOCKS AND STANDS RENTAL. THERE IS NO PRO-RATE FOR BOATS ON TRAILERS

STORAGE FEE CALCULATIONS

_____	X	_____	=	_____	X	_____	=	_____
BEAM		LOA		SQ. Footage		\$RATE/FT		TOTAL FEE

STORAGE TERMS

Payment for Labor, Materials, or Services, Storage and Dockage is due according to the terms of the invoice. Any balance not paid within the terms shall be assessed a late fee of 1.5% per month (18% annually).

Bosun's Marine is not responsible for lost or stolen items. Please remove all items with exception of keys, canvas, dock lines, and fenders.

Bosun's Marine reserves the right NOT to launch any boat with an outstanding balance or open invoice.

This agreement is not assignable by the Owner/Agent without prior written consent of Bosun's Marine.

Owner/Agent hereby agrees to reimburse all expenses and costs, to include reasonable attorney's fees, incurred by Bosun's Marine in the collection of any and all amounts due to Bosun's Marine.

For the purpose of this agreement, length overall shall include all overhanging parts of the oar, e.g., bowsprits, bow pulpits, booms, swim platforms, davits and dinghies. LOA for boats stored on trailers shall be based on the length of the boat and/or trailer; whichever is greater. Bosun's Marine reserves the right to verify all measurements.

The validity and interpretation of this agreement shall be governed by the laws of the Commonwealth of Massachusetts. This agreement is to be performed within Barnstable County, Commonwealth of Massachusetts, and the parties agree that any action in law or equity relating to this agreement shall be brought in either District or Superior Court, within said Barnstable County.

AUTHORIZATION AND AGREEMENT VALID ONCE SIGNED BY BOTH PARTIES

OWNER	BOSUN'S MARINE INC
BY: AUTHORIZED SIGNATURE	BY: AUTHORIZED SIGNATURE
DATE	DATE

PAYMENT

PAYMENT AMOUNT \$ _____	MC/VISA/DISCOVER
AUTHORIZED SIGNATURE:	Card number: _____
	EXP Date: _____ CVV: _____

Bosun's Assets & Operations, LLC DBA:



STORAGE TERMS

STORAGE IS CONDITIONAL ON BOSUN'S PERFORMING ALL BOAT SERVICES WHILE IN STORAGE AND IS ONLY BOUND WHEN SIGNED BY BOTH PARTIES. STORAGE IS BASED ON AVAILABILITY.

The OWNER warrants and covenants that at the inception of this contract and at all time during the contract period while the Vessel uses or occupies any facilities of BOSUN'S MARINE, that the Vessel shall be covered by adequate Hull insurance in an amount equal to at least eighty percent (80%) of it's current market value and shall be covered also by usual forms of protection and indemnity insurance for all non-collision forms of damage caused by Vessel or those aboard in the amount of at least \$1,000,000 per person, per incident, protecting the OWNER and BOSUN'S against claims, demands, and suits and judgments in said policy amounts for claim arising within coverage of said policy amounts. All such insurance shall be written by marine insurance companies dully qualified to do buisness in the Commonwealth of Massachusetts, and said policies shall provide that the BOSUN'S shall be entitled to at least thirty (30) days notice prior to any cancelation therof. All insurance covering said Vessel shall contain provisions which deny the insurer any rights or subrogation against BOSUN'S and shall provide that BOSUN'S shall not be barred from making claim against said policies by reason of being an otherwise covered party under said insurance, to the extent that the Vessel shall cause damage to facilities or persons at BOSUN'S. A copy of this insurance policy must be kept on the premisses of BOSUN'S during the storage period. The storage period begins when the boat arrives on the premisses and ends when the boat exits the premisses no later than June 1st. Any boat left on premisses after June 1st may be subject to summer storage fees.

The OWNER covenants and agrees that at the end of the storage term hereof, HE/SHE will remove the Vessel from it's assigned berth in a careful and seamanlike manner, leaving all BOSUN'S MARINE's utilities, including shore connections, and boatyard supplied devices in good order and condition, resonable wear and tear only expected.

The OWNER agrees to leave Vessel's fuel tank at 90%, and all portable tanks to be emptied prior to drop off. A vessel's fuel tank that is not at or about 90% will be filled to this level at the current pump pricing. Any portable tanks not emptied will be done so and billed accordingly. **OWNERS INITIALS**

The OWNER agrees that all holding tanks & porta-potties are pumped-out and/or emptied before the boat is picked-up or dropped off. All Vessel's with waste in the tank will be pumped based on a rate of \$500. **OWNERS INITIALS:** _____

The OWNER acknowledges that BOSUN'S shall not be responsible for any damage to OWNER'S boat, under any circumstances, to include but not limited to, vandalisim, theft, fire, flood, explosion, hurricane, lightning, windstorm, earthquake, subsidence of soil failure or destruction, in whole or in part, of property or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, transportation difficulties or labor shortage.

Severe weather may require the OWNER'S vessel to be moved or relocated. Should BOSUN'S determine it is necessary to move or relocate Owner's boat, The OWNER hereby authorizes BOSUN'S to do so. OWNER further authorizes BOSUN'S to take any and all actions necessary, to the maximum extent possible, to ensure the safety of the Owner's boat and agrees to pay BOSUN'S any applicable fees and / or charges.

The OWNER covenants and agrees that Vessels with trailer will be stored for duration on said trailer, unless otherwise requested. It is Stipulated and Agreed that while the vessel is on land in the boatyard or off-site storage yard, all repairs, maintenance, cleaning & detailing, painting, shrink-wrapping, equipment repairs & installations, and all other service work on the vessel will be provided and performed by BOSUN'S Service Department or an agent of, unless written consent is given by Bosun's Marine.

The OWNER hereby acknowledges that pursuant to M.G.L. c 106, M.G.L. c 255, and Federal Maritime Law, his/her boat, tackle, apparel, and furniture are subject to a lien to secure payment for any and all amounts due to BOSUN'S by Owner under this agreement. If Owner fails to pay the full amount due within 30 days from the due date, BOSUN'S shall have the right to resort to any and all remedies granted under any applicable law(s).

The OWNER hereby represents and warrants that all required Local, State and Federal Licenses, Permits or Certificates to operate have been obtained and and hereby agrees to maintain same. OWNER further agrees to indemnify, hold harmless, and defend BOSUN'S, and its OWNER'S, successors and assignees from any actions or the assessment of any penalties or fees which may be levied against BOSUN'S for the OWNER'S failure to obtain and maintain the above referenced licenses, permits or certificates.

OWNER INITIALS

DATE