2023/2024 STORAGE CONTRACT

STOCKTON SPRINGS MARINE INC.

|  |  |
| --- | --- |
| BOAT NAME: | OWNER’S NAME: |

|  |  |
| --- | --- |
| WINTER | SUMMER |
| Address: | Address: |
| City, State, Zip: | City, State, Zip |
| Home Phone: | Home Phone: |
| Work Phone: |  |
| Cell Phone: |  |
| Email: |  |

CONTACT INFO: (update only if there has been a change)

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| POWER |  |  | SAIL |  |  | |
| LOA: | | | BEAM: | | | DRAFT: |
| MANUFACTURER: | | | MODEL: | | | YEAR: |
| ENGINE: | | | MODEL: | | | YEAR: |
|  | | | | | | |

BOAT INFO: SERIAL#:

STORAGE PREFERENCE

|  |  |
| --- | --- |
|  | Inside |
|  | Outside w/Shrink Wrap |
|  | Dinghy Storage |
|  | Outboard Engine Storage |

REQUESTED HAUL/LAUNCH DATES:

These dates are used by Stockton Springs Marine as a guide for arranging the location of boats and scheduling of work

|  |  |
| --- | --- |
| 2023 FALL HAUL | 2024 SPRING LAUNCH (approximately) |
| #1 |  |
| #2 |  |
| #3 |  |



**AUTHORIZATION:**

I (the “Owner”) hereby authorize the storage of the boat listed herein at Stockton Springs Marine, Inc.’s facility and for the provision of the repairs, labor, services or supplies described in the winter/spring work orders. I also grant Stockton Springs Marine, Inc.’s employees permission to operate the boat or engine herein described on waterways or elsewhere for the purpose of testing, inspection and/or hauling/launching.

I agree to pay interest at the rate of 2.0% per month, from the date of billing upon all accounts not paid within 10 days of billing, and further agree to pay all costs of collection, including but not limited to, the reasonable attorneys’ fees, custodial costs and expenses incurred by Stockton Springs Marine in the event that I fail to pay any account with interest within 60 days of billing. I understand that pursuant to the Maine Marine and Boatyard Storage Act (Title 10 Maine Revised Statutes Section 1381 *et seq.*), Stockton Springs Marine, Inc. has a statutory lien on the boat for services provided pursuant to this Storage Contract. I also understand that if I am in default for a period of more than ninety (90) days, Stockton Springs Marine, Inc. may enforce its lien by selling the boat at a commercially reasonable public sale in accordance with Section 1385 of the Maine Marina and Boatyard Storage Act.

I certify that the boat described on this contract is insured. Stockton Springs Marine, Inc. is not considered under this contract to be an insurer of the Owner’s property and it is the sole responsibility of the Owner to obtain and maintain insurance coverage. All work on and services to the boat are provided at the sole risk of the Owner. Stockton Springs Marine, Inc. accepts no responsibility for damages to the boat except damage that is caused by the actions or negligence of its employees. All property stored at Stockton Springs Marine, Inc. is at the sole risk of the Owner. The Owner, his/her heirs and assigns hereby release and agree to indemnify and hold harmless Stockton Springs Marine, Inc., its officers, employees and subcontractors from any and all liability for personal injury, loss of life and property damage to him/herself, employees, guests and agents, arising out of or in connection with the condition or use of the described boat, motor and accessories and premises.

I understand and agree that all amounts due to Stockton Springs Marine, Inc. for services rendered under this Contract must be paid in full prior to the boat leaving Stockton Springs Marine, Inc.’s facility.

**RESOLUTION OF DISPUTES:**

It is understood and agreed that any dispute arising from and/or related to work performed by Stockton Springs Marine, Inc. can best be resolved by maintenance of a close liaison between Stockton Springs Marine, Inc. and the Owner and that both parties will make every good faith effort to avoid and resolve any problems and disputes by mutual agreement.

In the event the parties are unable to resolve the dispute by mutual agreement, the matter shall be subject to non-binding Alternative Dispute Resolution (ADR) or binding arbitration. Any mediator and/or arbitrator shall be subject to the mutual approval of Stockton Springs Marine, Inc. and the Owner, and such approval shall not be unreasonably withheld by either party.

|  |  |
| --- | --- |
| Owner Signature | Boat Name |
| Date | |