



**Mailing Address**

9 Ely Street, Branford CT, 06405  
Tel (203) 488-8921 | Fax (203) 488-9825

**Boat Storage Contract 2021/2022**

Date: \_\_\_\_\_

This agreement for the winter storage of a BOAT between Phoenix Marine Works LLC, DBA Branford River Marine ("BRM") and the BOAT's Owner /Authorized Agent ("OWNER") is not a bailment and is subject to the Boat Storage Terms and Conditions on the reverse side, which the OWNER has carefully read and acknowledges.

**Owner of Boat or Authorized Agent**

Full Name \_\_\_\_\_ e-mail \_\_\_\_\_

Address \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Zip \_\_\_\_\_ Work # \_\_\_\_\_ Home # \_\_\_\_\_ Cell# \_\_\_\_\_

**Boat Information Doc #**

Name \_\_\_\_\_ Hull ID # \_\_\_\_\_

State Reg. \_\_\_\_\_ LOA \_\_\_\_\_ Color \_\_\_\_\_ Make \_\_\_\_\_

Model \_\_\_\_\_ Year \_\_\_\_\_ Hull Style: EXPRESS RUNABOUT CENTER CONSOLE OTHER (circle one)

Engine model \_\_\_\_\_ Single \_\_\_ Twin \_\_\_ Total Horsepower \_\_\_\_\_ Diesel \_\_\_ Gas \_\_\_

For purposes of this agreement, length overall may include all overhanging parts of the BOAT. BOATS stored on oversized trailers may be subject to additional charges. Boat Insurance Information MUST BE PROVIDED IN ADVANCE OF SERVICE/STORAGE. A copy of Certificate of Insurance is attached here to and made a part of this contract.

Initials: \_\_\_\_\_ Insurance companies can fax to: Fax (203) 488-9825 or email debbie@branfordrivermarine.com

**TOTAL STORAGE PAYMENT DUE**

Amount due reflects storage cost only.

Winter season Storage: \_\_\_\_\_ Feet LOA @ \$ \_\_\_\_\_ /FT. = \$ \_\_\_\_\_

Up to 25' - **\$37.50/ft**

31'-35' - **\$44.50/ft**

26'-30' - **\$42.25/ft,**

36'- and over - **\$47.00/ft**

(November 1 to May 1)

Non-Dockage/Storage customers bringing a BOAT into the Marina prior to November 1, or leaving after May 1, may be subject to temporary storage or dockage at prevailing rates and or holdover rates. INCOMPLETE AND UNSIGNED CONTRACTS WILL NOT BE ACCEPTED BY THE LICENSOR. Requests for service will not be honored in the event of incomplete or unsigned contracts. BOAT WILL NOT BE LAUNCHED UNLESS ALL ACCOUNTS ARE CURRENT. Overdue accounts are subject to finance charges at an annual percentage rate of 18%. OWNER has read the front of this Boat Storage Contract and its reverse side Boat Storage Terms and Conditions and agrees to them.

OWNER \_\_\_\_\_ Date \_\_\_\_\_

(BRM) Branford River Marine \_\_\_\_\_ Date \_\_\_\_\_

## Boat Storage Terms and Conditions

1. **INSURANCE.** OWNER acknowledges BRM does not carry insurance on the BOAT. OWNER warrants the BOAT is insured under a hull and machinery policy or all-risk policy in an amount equal to the BOAT's value and OWNER warrants the BOAT has in addition third party liability insurance coverage of at least \$500,000 per occurrence. OWNER further accepts responsibility for any injuries to persons or damages to other boats or BRM'S property caused by the BOAT or caused by any persons brought to BRM by OWNER or otherwise present at BRM as OWNER's invitees.
2. **OWNER'S ACCESS.** During the time of this Boat Storage Contract OWNER has access to the BOAT to work on it. In addition, if OWNER desires work on the BOAT the type of which is not provided by BRM, OWNER's outside contractor performing that type of work may access the BOAT, provided the outside contractor first provides a Certificate of Insurance satisfactory to BRM, naming BRM an additional insured. OWNER acknowledges that the outside contractor's insurance does not absolve OWNER of responsibility for injuries or damages arising from the outside contractor.
3. **NEGLIGENCE EXCLUSION.** OWNER acknowledges that OWNER is responsible for the BOAT and any persons brought to BRM by OWNER or otherwise present at BRM as OWNER's invitees. OWNER agrees and understands that BRM shall not be held in breach of contract or negligent (not amounting to gross negligence) for any dollar damages due to (a) injury to persons including death or (b) damage to any property including the BOAT and its contents. This exclusion of any claim by OWNER and OWNER'S invitees for breach of contract or negligence (not amounting to gross negligence) includes any incident arising in any way from this Boat Storage Contract and storage of the BOAT at BRM, regardless of whether caused by BRM or its agents' acts or omissions, wind, rain, snow/ice, flood, sinking, fire, spillage, power outage, structural or mechanical failure, theft, vandalism, or any other event.
4. **HOLD HARMLESS.** Accordingly, OWNER agrees to indemnify and hold BRM harmless from all claims of bailment, all claims of breach of contract, and all claims of negligence (not amounting to gross negligence) against BRM arising from this Boat Storage Contract.
5. **NON-TRANSFERABLE.** This Boat Storage Contract is not transferable or assignable by OWNER.
6. **AMOUNTS DUE TO BRM.** The Total Storage Payment Due noted on the reverse and storage charges for extended periods, plus any ancillary charges such as winterizing, bottom washing, shrink wrapping, and other BRM yard work, plus finance charges, are all due upon billing to OWNER.
7. **LIENS.** OWNER agrees that any unpaid amounts due to BRM under the previous paragraph constitute a maritime lien on the BOAT in favor of BRM. While BRM is entitled to foreclose its lien in a lawsuit against the BOAT and to prosecute an in personal lawsuit against the OWNER for unpaid amounts due, if OWNER does not pay all unpaid amounts due and remove the boat after written demand to do so, OWNER agrees that BRM in addition may at its option sell the BOAT non-judicially to recover unpaid amounts due and take such other steps as BRM deems appropriate to remove the BOAT from BRM premises, including disposal of the BOAT. OWNER agrees to pay for BRM reasonable attorneys' fees and costs incurred in enforcing the provisions of this paragraph.
8. **SEVERABILITY.** Should any term or condition of this Boat Storage Contract be held void or unenforceable, then that term shall be deemed narrowed or severed and the enforceability of the remainder shall not be affected and will remain in full force and effect.
9. **MARITIME LAW.** This Boat Storage Contract shall be governed by admiralty and maritime law and Connecticut law where maritime law is silent. Owner agrees that the Limitation of Ship owners' Liability Act shall not be invoked for the BOAT in storage.
10. **DISPUTES.** Venue for any lawsuits arising from this Boat Storage Contract shall be, at BRM'S sole discretion, in Federal District Court for of Connecticut and/or New Haven County courts.
11. **THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS DOCUMENT CONTAIN THE ENTIRE UNDERSTANDING BETWEEN OWNER AND BRM AND NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN, HAS BEEN MADE REGARDING THE BOAT'S STORAGE WHICH IS NOT INCLUDED IN THIS CONTRACT.**

Initials: \_\_\_\_\_

## 2021 Haul Out

We will keep our haul out schedule to the best of our abilities during the week chosen for hauling, but please be advised that weather and tide conditions can affect the haul out date. The boat will be winterized based on order of acceptance. The Marina is not responsible for any damage resulting from freezing conditions for vessels that arrive after November 1<sup>st</sup>.

**PLEASE CHOOSE A HAUL OUT WEEK FROM ONE OF THE HIGHLIGHTED MONDAY DATES BELOW**

### September 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

### October 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Haul Out Week Selection \_\_\_\_\_