



## 2023/2024 Storage Contract

Please return this completed form by October 15, 2023

Owner's Name: \_\_\_\_\_ (“Owner”)

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Alt Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Alt Email Address: \_\_\_\_\_

May we email you invoices?  Yes  No

Boat Make: \_\_\_\_\_ (“Vessel”)

Length: \_\_\_\_\_ Beam: \_\_\_\_\_

Indoor Offsite Storage(limited availability):\$12.75/SF

Indoor Onsite Storage(limitedavailability):\$13.75/SF

*All per foot charges are calculated using LOA (including bowsprit, swim platforms, trailer)*

Current Slip Customer?  Yes  No

Current Storage Customer?  Yes  No

Requested Haul Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Slip #: \_\_\_\_\_

## Terms and Conditions:

- Work Authorization:** Owner expressly authorizes YBY Acquisitions, LLC d/b/a Yarmouth Boat Yard (“YBY”) to perform the services outlined in the attached work order. Owner further authorizes YBY to operate the Vessel or any part of the Vessel for purposes of diagnostic or performance testing, at Owner’s sole expense.
- Payment:** Payment for labor, materials, storage, dockage, and any other fee (collectively “Fees”) is due upon receipt of a YBY invoice unless other terms are expressly provided in writing. Any balance not paid within 30 days or within the terms of the invoice will be assessed a late fee of 1.5% per month. Should the vessel remain on YBY property for twenty-four (24) consecutive months without payment or contact from Owner, the Vessel shall be considered abandoned and Owner agrees to reimburse YBY for all fees incurred in the disposal of the Vessel.
- OWNER EXPRESSLY GRANTS YBY THE RIGHT TO REFUSE TO LAUNCH OR OTHERWISE RELEASE THE VESSEL TO OWNER OR ANY OTHER THIRD PARTY UNTIL ALL FEES ARE PAID IN FULL, INCLUDING FEES GENERATED PURSUANT TO PARAGRAPH 6. ANY LAUNCH OR RELEASE OF THE VESSEL WITHOUT PAYMENT IN FULL OF ALL FEES SHALL NOT BE DEEMED A WAIVER OF ANY RIGHT OF YBY TO COLLECT FEES UNDER THIS AGREEMENT OR ANY OTHER STATE OR FEDERAL LAW**
- Third-Party Contractors:** Before any work on the Vessel may be performed by Owner or any third party engaged by Owner, such work and the party performing such work must be approved in writing by YBY. Any acquiescence on the part of YBY to work performed by Owner or a third party shall not be construed as an approval of any other work performed by the Owner or a third party. Owner expressly grants YBY the right to restrict any third party engaged by Owner from access to the Vessel in the event the contractor or agent is performing work on the Vessel not expressly authorized by YBY.
- Emergencies:** Severe weather or flooding may require YBY to move or temporarily relocate the Vessel. Should YBY determine that it is necessary to move or relocate the Vessel, Owner authorizes YBY to do so at Owner’s sole expense. Owner further authorizes YBY to take any and all actions necessary to secure the Vessel or any part of the Vessel in the event the Vessel becomes a hazard to itself or to other persons or property; however, nothing in this agreement shall establish YBY’s obligation to do so and Owner acknowledges that while the Vessel is stored in the water, Owner is at all times responsible for securing the Vessel and all parts of the Vessel including during times of severe weather and/or flooding.
- Bailment and Risk of Loss:** Owner acknowledges that YBY is not responsible for any damage to the Vessel including, but not limited to, vandalism, theft, fire, flood, explosion, hurricane, lightning, windstorm, earthquake, subsidence of soil, failure or destruction of supporting property or materials, discontinuance of power, governmental interference, civil unrest, war, work stoppages, or labor shortages. The risk of loss of the Vessel shall always remain with the Owner and Owner agrees to carry insurance to cover all hazards and, in an amount satisfactory to YBY. Owner shall provide YBY with written proof of said insurance upon request in a form satisfactory to YBY. Owner acknowledges that nothing in this Agreement or in any dealings between the parties to this Agreement constitutes or establishes a bailment and that at all times, Owner shall have access to the Vessel consistent with the provisions in Paragraph 3 and provided Owner provides YBY with reasonable notice should the Vessel be stored in an offsite location.
- Notice of Lien:** Owner acknowledges that pursuant to 10 M.R.S.A. § 1381 *et seq.* and/or Federal Admiralty Law, the Vessel, along with any motor, trailer, tackle, apparel, and furniture are subject to a lien to secure payment for any and all amount due YBY under this agreement. Owner further acknowledges that services provided under this Agreement are necessary for either preservation of the Vessel or for its safe and effective operations. If Owner fails to pay full amount due within 30 days of the due date, YBY shall have the right to resort to any and all remedies granted under applicable law. Owner agrees that in the event YBY must pursue enforcement of the lien created by this paragraph, a “reasonable expense of the sale” under 10 M.R.S.A. § 1385 includes attorney fees accrued prior to the sale of the Vessel, including all legal fees incurred by YBY in any litigation to enforce this lien, where YBY is the prevailing party. Owner agrees to reimburse YBY for any other costs and attorney’s fees not otherwise awarded to YBY under statute incurred in the collection of payment under the Agreement.
- Indemnity:** Owner agrees to abide by all applicable local, state, and federal laws and regulation with respect to any work performed by Owner or the Owner’s agents or contractors. Said laws include but are not limited to environmental regulations controlling the use and disposal of hazardous chemicals, regulations controlling the safety of Owner’s own workers, agents, and/or contractors, and any other permits or certificates to operate or perform work on the Vessel. Owner agrees to, to the maximum extent permitted by law, indemnify, hold harmless, and defend YBY from and against any and all injuries, losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys’ fees, suffered or incurred by YBY or its employees, that result from, arise out of or are related to Owner’s, or Owner’s guests’ or agents’, failure to abide by applicable local, state and federal laws and regulations or Owner’s, or Owner’s guests’ or agents’, failure to obtain any necessary permits or certificates, or otherwise abide by this Agreement.

9. **Term and Termination:** This Agreement shall be in effect upon the Owner's delivery of the Vessel and shall remain in effect until the expiration of the following term. The Terms shall be Summer (May 16 through October 14 of any given year) and Winter (October 15 through May 15 of any given year). This Agreement shall be in effect for one Term and shall be renewed for each subsequent term until the agreement is terminated by either party in accordance with this section. In the event the Agreement is renewed past the end of the current term, Owner agrees to be charged the rate for the subsequent term and the rate that corresponds to the location where the boat is stored. YBY reserves the right to terminate this Agreement at any time, without notice, if YBY concludes, in its sole discretion, that Owner has breached this Agreement or is using YBY's facilities in any way YBY, in its sole discretion, deems inappropriate or disruptive. In the event YBY terminates this Agreement, YBY shall refund Owner a pro-rated amount of storage fees minus an amount determined by YBY in its sole discretion necessary to cover any damages caused by Owner, Owner's guests or agents, or the Vessel. Owner may terminate this Agreement with thirty (30) days written notice to YBY, delivered to YBY at the address listed above. Upon Owner's termination of this Agreement, Owner shall be entitled to the Vessel pursuant to Paragraph 2 after Owner has paid all Fees and any Damage Expenses due YBY. In the event Owner terminates this Agreement, YBY shall refund Owner a pro-rated amount of the storage fee minus the cost of retrieving the Vessel which includes, but is not limited to, moving other vessels, moving or removing snow, and transporting the Vessel from an offsite location.
10. **Savings Clause:** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
11. **Governing Law:** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Maine without giving effect to any choice or conflict of law provision or rule (whether of the State of Maine or any other jurisdiction). It is the intent of the parties to perform this Agreement in Cumberland County, Maine and the parties agree that any action in law of equity relating to this Agreement shall be brought in Maine Superior Court, Cumberland County. In the event jurisdiction is not found in Maine state courts, the parties agree that the action shall be brought in the United States District Court for the district of Maine, Portland.
12. **Amendment and Modification; Waiver:** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
13. **Disclaimer of All Warranties:** PURSUANT TO 11 M.R.S.A. § 2-719 AND ANY OTHER FEDERAL AND STATE LAW, OWNER ACKNOWLEDGES THAT YBY MAKES NO WARRANTY WHATSOEVER EITHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO ANY PRODUCT OR SERVICES ENCOMPASSED WITHIN THIS AGREEMENT.

OWNER: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

To electronically sign this form, type your name in the signature box and select this box.  I Agree

**If you have questions, feel free to contact us**

Joby Newman(Service Advisor) at [service@ybyboats.com](mailto:service@ybyboats.com)

Jon Paul (Service Manager) at [jonp@ybyboats.com](mailto:jonp@ybyboats.com)