Winter Service Agreement

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**Year-End Boat Winterization Options Labor Rate: $150/hr**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Select | Service |  | Description | Cost |
|  | **All Inclusive Service & Indoor Storage** |  | Annual maintenance on all systems, off trailer bottom wash, full tank of gas upon delivery in spring, full interior/exterior clean, heated indoor storage. | $5,500 |
|  | **Annual Service/Winterize** |  |  |  |
|  | Outboard Below 150HP |  | Stabilizing fuel, flushing and fogging engine, changing oil and filter, water separator, on-engine fuel filter, gear lube and grease. | $400 |
|  | Outboard 150HP & Up |  | Stabilizing fuel, flushing and fogging engine, changing oil and filter, water separator, on-engine fuel filter, gear lube and grease. | $500 |
|  | Inboard Engines |  | Stabilizing fuel, changing engine oil and filter, and water separator. Draining block/manifolds and filling with antifreeze (-100) | $650 |
|  | Ballast Systems |  | Antifreeze through all ballast tanks/bags | $150 |
|  | Battery Storage/Charge |  | Remove and store the battery on trickle charge for the winter. (If declined, batteries will be left, disconnected, in the boat) | $100 |
|  | Bottom Washing |  |  |  |
|  | Fiberglass – On Trailer |  | Acid Wash waterline and transom | $250 |
|  | Fiberglass – Off Trailer |  | Acid Wash complete bottom (remove from trailer and re-install) | $600 |
|  | Pontoon – On Trailer |  | Wash waterline and transom | $250 |
|  | Pontoon – Off Trailer |  | Wash complete bottom (remove from trailer and re-install) | $600 |
|  | Wrap & Storage |  |  |  |
|  | Shrink Wrap Only |  | Includes cover removal, frame, vents, and mildew bags. | $450 |
|  | Outside w/ Wrap |  | Secured outdoor storage (shrink wrap incl.) | $1,050 |
|  | Inside |  | Heated indoor storage | $3,000 |
|  | Spring Prep |  | Run motor(s) on hose up to proper running temperature. A run through of all boat functions and electronics, (Lights, Radio, Speakers, Bilge Pumps, Blowers, Ballast Pumps, etc…). | $250  (Req. if Storing) |
|  | **Additional Services** |  | **Description:** |  |

**\*Spring scheduling is open. Delivery dates limited per day and are first come first serve. If a request is made after April 15th exact dates cannot be guaranteed. Spring delivery date requested:**

**Name:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Storage Policy Terms and Conditions**

1. All outstanding bills/invoices/charges shall be paid in full prior to launching or releasing to owner any boat, trailer, PWC or motor. A service charge of 1 1/2% per month shall be due and payable on all outstanding balances due after 30 days of invoice. Any returned payments as a result of nonsufficient funds or declined credit card charges are subject to a minimum service fee of $10 plus the cost of bank fees incurred. Boats, PWC, trailers and/or motors having unpaid or overdue bills/invoices/charges left on the premises of RIWS shall have a lien placed upon them and may be sold. Such sale will take place at public auction in accordance with the provisions of the laws of the State of Rhode Island.
   1. Boat Owner shall provide proof of liability insurance to include pollution coverage on their vessels and equipment. Owner agrees to keep its boat and equipment fully insured with complete marine insurance, including, but not limited to hull coverage, liability insurance and coverage for acts of terrorism without interruption during the term of this Agreement.
   2. Owner acknowledges that RIWS does not carry insurance on Owners boat or equipment. Further, Owner warrants that the boat and equipment has in addition third-party liability insurance coverage of at least $500,000 per occurrence. RIWS shall incur no liability of any kind whatsoever for any damage resulting from fire, it being understood that the owner shall carry such fire insurance for their protection. Additionally, RIWS shall not be liable for any damage resulting from any acts of God which include weather and related elements. RIWS shall assume no liability for the condition of the Owners property.
   3. Owner agrees to indemnify and hold harmless RIWS from all claims of bailment or claims of breach of contract and all claims of negligence (not amounting to gross negligence) against RIWS arising from this agreement. Owner further agrees to release and discharge RIWS from any and all responsibility or liability for injury (including death) loss, and damage to persons or property in conjunction with RIWS's facility, or equipment. This release and discharge shall cover without limitation any loss or damage resulting from RIWS employees parking, docking or hauling owners boat, vandalism, acts of terrorism, theft, fire, hail, high/ low water, wind collision, freezing, ice, rain or any other acts of God.
   4. Additionally, the Owner acknowledges and agrees that the consideration paid to RIWS for the storage of Owners boat/equipment is disproportionately small in comparison to the value of the boat and equipment involved, and the Owner is well aware of that and accepts the various types of risks that are involved in associated with the storage of its boat and equipment on RIWS premises. Therefore, it is agreed that the boat and all other property of the Owner its agents and guests, which may be brought on the marina premises is at the sole risk of the owner its agents and guests. The Owner expressly acknowledges and agrees that RIWS, its agents, servants, employees will not be liable for any loss or damage to such boat and or property under any circumstances including but not limited to fire theft vandalism water damage storm damage and damage occurring from any act of God, sinking, pollution and damage from other boats, and the owner hereby waives any and all such claims against RIWS, it's officers, directors, managers, employees, or agents asserted by Owner including without limitation or claims concerning any negligent acts omissions and breaches of this agreement by RIWS to the extent permitted by law. The owner further agrees and does hereby on behalf of himself his heirs executors servants and employees and guests from any liability for any loss or damage to the person of the owner his employees servants agents and guests under any circumstances including any negligent acts or omissions of RIWS to the extent permitted by law and the owner agrees on behalf of himself his employees service agents and guests to assume the sole risk of any such loss or damage.
2. RIWS shall not be responsible for the condition or road worthiness of owner's trailer. In the event of any break down or damage that may occur as a result of owner's failure to maintain its trailer, owner shall be responsible for all repairs to the trailer and shall further be responsible for any and all damage that may have been caused by such trailer. Owner agrees to indemnify and hold harmless RIWS from any and all matters or causes of action arising out of owner's defective trailer.
3. Owner recognizes that outdoor spaces and yards are not fenced and RIWS does not provide security guard services. RIWS shall not be responsible for the loss of any articles or equipment left on the boat. Items not affixed to the boat should be removed by the owner for safekeeping. Long Lake Marina shall not be responsible for any fuel left in the boat nor for any damage due to freezing.
4. Boats will be launched/delivered based on requested date and your boats position in the yard. There are no guarantees your boat will be launched on the exact date requested.
5. The integrity of shrink wrap is not guaranteed for winds over 50 miles an hour.
6. Fuel tanks are not to be filled to maximum capacity prior to storage. Fuel expansion can cause an overflow from the fuel tank vent or filler cap, which can cause hull staining and vinyl deterioration for which RIWS shall not be responsible. Additionally, Owner shall indemnify and hold harmless RIWS from any and all claims resulting from fuel leaking or dripping onto another customer's boat or equipment.
7. Should any term or condition of this agreement be held void or unenforceable, then the term shall be deemed severed and the enforceability of the remainder of this agreement shall not be affected and will remain in full force and effect.
8. In the event of any dispute arising from this agreement, jurisdiction shall be within the courts of Rhode Island.
9. The terms and conditions of this agreement contains the entire understanding between owner and RIWS and no other representation or inducement verbal or written has been made which is not included in this agreement.

**Please complete all sheets and return to Rhode Island Water Sports no later than October 15, 2024**

**Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**