



## WINTER DRY DOCKAGE AGREEMENT

Sunset Bay Marina, LLC

13601 S. Calhoun Ave.

Chicago, Illinois 60633

Office 773-646-9900

Facsimile 773-646-2908

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

This contract must be signed by the owner, owners, or authorized agent of the boat to be dry-docked. This agreement is to be returned by September 15, 2008 accompanied by a 50% deposit.

\_\_\_\_\_  
Name of Owner(s)

\_\_\_\_\_  
Boat Name

\_\_\_\_\_  
Name of Owner(s)

\_\_\_\_\_  
Year of Boat

\_\_\_\_\_  
Address

\_\_\_\_\_  
Manufacturer and Model

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Length including bow pulpit and swim platform

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Beam

\_\_\_\_\_  
E-Mail

\_\_\_\_\_  
Draft

### ***TERM OF AGREEMENT:***

October 1, 2008 through May 1, 2009

### ***WINTER DRY DOCKAGE AND HANDLING ITEMS***

In consideration of Sunset Bay Marina, LLC, hereinafter referred to as ("Sunset") agreement to winter dry dockage the above-described boat at Sunset dry dock facilities in Chicago, Illinois, the Owner(s) agrees to pay the following amounts: Sq. ft.= length x width including bow pulpit and swim platform.

### ***DRY DOCK SERVICES***

The above stated charge for winter dry dockage and launching shall include lifting for one haul-out and one launching, and moving within Sunset winter dry dockage facilities. The owner is required to remove the vessel from the property within 2 working days after launching. All other services or repairs requested by Owner(s) (including draining of motors, water systems, toilet systems, bilge, etc.) must be paid by Owner(s) at Sunset's established hourly rate plus materials. Charges for such services are due and payable upon receipt of invoice from Sunset. Sunset has the right to refuse the use of any owners furnished cradles and/or jack stands which management feels are not safe or adequate.



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The additional services requested shall be performed by Sunset in a workmanlike manner, but Sunset in no way guarantees or warrants against freezing, cracking, splitting or deterioration of engines, auxiliary generators, water systems or batteries. Owners understand that, all technical time spent on a particular job, including telephone calls with technicians, will be charged at current rate for project management.

***ACCESS TO BOAT***

Admittance to the yard shall be during the hours posted by Sunset. Hours will vary by season. Boat keys given to Sunset shall be left on the vessel. Sunset is not responsible for lost keys. No person other than Owner(s) or his crew shall be allowed to work on Premises of Sunset ashore or afloat, at any time without written permission from Sunset. No work is permitted inside buildings except by Sunset employees.

All trailer boats must have trailer locks. We will not accept and any trailers without locks.

***OWNERSHIP OF BOAT***

The boat described herein is accepted for winter dry dockage by Sunset on the express presentation of the Owner(s) that he is lawfully possessed of and lawfully authorized to dry dock the same. If Sunset is made a party to any claims or litigation in connection with the boat dry docked, then the Owner(s) shall pay all of the necessary costs and expenses, and all attorney fees, for which Sunset may be liable or compelled to pay in connections with such litigation. Sunset is also hereby given and additional lien on said boat for all such costs, expenses and attorney fees.

***INSURANCE AND TITLE***

Owner(s) are responsible for obtaining and maintaining property policies of insurance for the boat, marine or electronic equipment, navigational instruments, furniture, clothing, personal effects, gear, or other similar items. Sunset does not insure these items for the benefit of the Owner(s) against any loss or damage by theft, pilferage, vandalism, fire, weather or any other cause. Owner(s) agree to provide Sunset with proof of valid insurance and a copy of boat title.

***LIABILITY OF SUNSET***

The boat Owner(s) agree to keep Hull Insurance on the Owner(s) boat in full force and effect during the period of dry dock at the Owner(s) own expense, and to furnish the Insurer with a copy of this agreement.

Sunset shall be liable for any loss or damage to the boat, her engines or equipment caused by Sunset's willful or negligent failure to exercise of due care. Sunset is not liable for damages that could have been avoided by the exercise of such care nor for any damages caused by the actions or any person not employed by Sunset. Any liability of Sunset for damages to the boat, engines, or equipment arising out of fire, the elements or Sunset's failure to exercise reasonable care and diligence required by law shall not exceed and be the lesser of the cost of repair or the actual cash value of the boat.



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The boat Owner(s) acknowledges to have inspected the premises at which the boat is to be winter dry docked, and that such premises are in a safe condition. Owner also agrees that so long as the premises are maintained in accordance with the requirement of Illinois laws pertaining to such dry dock facilities, Sunset will not be held liable for any loss or damage caused by a condition in such premises.

***LIABILITY OF OWNER(S)***

The Owner(s) release and discharges Sunset and all of its directors, officers, agents, employees, owners, and affiliated corporation from any and all claims, damages, suits or causes of action of any kind or nature arising out of any accident or other occurrence while the Owner(s) is on the premises of Sunset.

The Owner(s) agrees to protect, indemnify and hold harmless Sunset, its directors, offices, agents, employees, owners and affiliated corporations from any against any and all loss, cost and expense (including attorney fees) relating to claims, damages, suits or causes of action of any kind or nature (i) by the Owner(s), his family, guests, agents, or employees, where such claim, damage suit or cause of action arises out of any accident or occurrence while such person is on the premises of Sunset and (ii) by any person where such claim, damage, suit or cause of action arises out of the acts or omissions Owner(s), his family, guests, agents or employees while on the premises of Sunset. Sunset is hereby given an additional lien on the boat for all of such loss, costs or expense (including attorney fees).

The Owner(s) further agree to be fully responsible for the safety, welfare and behavior of any guests and passengers while using the dock and while on the property and premises. The boat Owner(s) agree to promptly execute dockage and winter dry dockage agreements when submitted to Sunset. In the event the boat Owner(s) dock or winter dry dock the vessel without signing an agreement for such dockage or winter dry dockage, the boat owner(s) agree to pay the dockage or winter dockage fee in effect for the applicable period.

Sunset is not liable for loss or damage to any marine navigational instruments, furniture, clothing, personal effects, gear, or other similar items left on the boat, whether such loss or damage is a result of theft, pilferage, vandalism, fire, weather or any other cause.

Sunset assumes no responsibility for cradles, covers, dinghies, trailers, and other equipment left on the premises. Additional storage fees apply for items stored on premises after launching or the end of the agreement; which ever comes first.



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### ***GENERAL LIEN***

Sunset is hereby granted a general lien on the boat described herein and all other property of the Owner(s) that may be stored with Sunset, regardless of date of storage for any and all charges necessary for the boat's preservation which include but are not limited to winter dry dockage, mechanical work, launching, insurance, labor and other charges.

### **YARD RULES**

**The Owner(s) has notice and agrees to abide by the following established rules:**

- Sunset Bay Marina strongly recommends winterizing all vessels in storage.
- No major work to be done inside the heated storage building i.e. body work, bottom paint, engine work.
- All batteries must be removed from the boat and the dry dock area.
- Upon launching, Owner agrees to have three tie-up lines of proper size and of good condition available for securing boats; otherwise Sunset will furnish same and invoice Owner(s) accordingly.
- Boat winter dry dockage cover shall not be left on Sunset premises after boat has been launched.
- The Boat owners must keep the area around their boats clean daily, or the yard will do so at the owner's expense. No boats will be launched unless the area around the boat is clean.
- Use of blowtorches, electric heaters and sand blasters is strictly prohibited in buildings or on land of Sunset. If boat is being remodeled or rebuilt, a daily electrical charge will be assessed. See Yard Manager for permission.
- At no time shall electrical cords be left plugged into the boats overnight in the building or land.
- Owner(s) will be invoiced for all time necessary to clean floors, throw away trash and affect proper clean up in the event Owner(s) or his agents who work on boat and fail to do the same.
- Owner agrees to removal all valuable items from boat.
- Owner agrees to remove oily rags and any other flammable materials from boat.
- Owner agrees to clean boat with non-flammable water-soluble materials.
- Owner(s) boat which remains on the property after the end of this agreement will be regarded as a continuation of this winter dry dockage agreement.
- Owner to abide by other Yard Rules established and posted in main office.
- Water and electrical hook up could be available based on the location of your vessel
- **NO SMOKING WILL BE PERMITTED IN STORAGE BUILDING.**



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***WINTER DRY DOCKAGE TERMS OF PAYMENT***

Payment is required in two installments, 50% of the total charges for six months, winter dry dockage and launching must be returned with this contract; the balance must be **paid in full before haul out**. Owner(s) agrees to pay finance charges of 1% per month (12% annual percentage rate) on all balances unpaid for more than 30 days after invoiced by Sunset.

The Owner(s) agree to notify Sunset at least **10 days before desired haul-out date**. Sunset will attempt to accommodate the Owner(s) desired haul-out date. However, haul-out will be at such time as best suites Sunset lifting schedule. Sunset does not guarantee any date for haul-out. Sunset will not assign any launching date unless all amounts due Sunset from Owner(s) for winter dry dockage, service, or equipment in respect of the boat have been paid in full. **All boats must be out of the water and winterized by October 15, 2008**, or a 20% service charge will apply. If winter dry dock extends past May 15, 2009, summer storage rates will apply.

***WINTERIZATION***

Please check the appropriate box for the following services you wish performed.

		Yes	No
Winterize engine-gasoline	\$200.00 each		
Winterize engine-diesel	\$400.00 each		
Winterize generator-gasoline	\$200.00 each		
Winterize generator-diesel	\$375.00		
Winterize stern drive	\$125.00 each		
Winterize fresh water system up to 33 feet	\$105.00		
Winterize fresh water system 34 - 39 feet	\$155.00		
Winterize fresh water system 40 - 50 feet	\$205.00		
Winterize fresh water system 51 - 60 feet	\$255.00		
Winterize air conditioner	\$75.00 each		
Winterize holding tank	\$45.00		
Winterize hot water heater	\$75.00 each		
Winterize ice maker	\$95.00 each		
Winterize waste head	\$45.00 each		
Winterize shower	\$40.00 each		
Winterize deck/bilge wash-down pump	\$55.00		
Battery storage	\$50.00 each		
Pump out waste head holding tank	\$75.00 each		



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Additional Work (Please list):

\_\_\_\_\_

Desired Haul Out Date: \_\_\_\_\_ Key Location: \_\_\_\_\_

I hereby authorize the following repair work to be done along with all parts & materials. I hereby also grant Sunset Bay Marina and its employees permission to operate the boat on any waterways or elsewhere for the purpose of testing and/or inspection at my risk. An express mechanic's lien is hereby acknowledged on the boat above to secure the amount of repairs thereto. I will remove all personal possessions from my boat as I understand that Sunset Bay Marina assumes no liability or responsibility for loss or stolen damage of such items in case of fire, theft, inclement weather conditions, or any other case beyond your control. Winterizing will be guaranteed upon return of agreement. Initial \_\_\_\_\_

**Winter Dry Dockage Rates:**

- Outside Rate: **\$24.50 per lineal foot**
- Inside Heated Storage Rate: **\$9.00 per sq. foot (Floor); \$7.50 per sq. foot (Rack)**
- Shrink Wrap **\$20.00 per lineal foot + \$75\***
- Blocking: **\$25.00 per stand**
- Trailer & Cradle Storage: **\$225.00 per season**

\* Prep Fee (2x4 wood, Moisture bags, etc)

Winter Dry Dockage Total \$ \_\_\_\_\_ Winterization Work Total: \$ \_\_\_\_\_

50% Deposit Due: \_\_\_\_\_ Balance due : \_\_\_\_\_

Deposit Method: Check \_\_\_\_\_ Cash \_\_\_\_\_ Credit Card \_\_\_\_\_ (Type) \_\_\_\_\_

Credit card # \_\_\_\_\_ Exp date \_\_\_\_\_ CVC code \_\_\_\_\_

Signature:

\_\_\_\_\_

\_\_\_\_\_

Owner(s)

Date

\_\_\_\_\_

Date



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