



August 2022

We're looking forward to finishing the season off strong with lots of great boating, but it's also important to plan ahead. There's a high demand for our winter boat storage space. To guarantee your storage for the 2022/2023 season, please complete this Winterization and Storage Agreement and return it to our service department by **August 31st**.

As part of our boat storage policy, all boats stored at Moose Landing must be winterized by our service department. Please indicate if you need any additional off season maintenance. This will be completed during winter storage and will be billed separately at time of service.

Due to the increased costs, the price of petroleum based products such as shrink wrap and lubricants will change accordingly.

Moose Landing Marina is not responsible for any items left on your boat. Please remove all personal items (e.g. life jackets, fenders, food, clothing, etc.) prior to winterization. We will inventory and photograph all equipment and materials aboard your boat at time of storage. This helps us to document the condition of your vessel and reduce concerns about any damage or lost items.

If you have questions regarding the winterization service you may need, please let us know. We'll be happy to discuss and recommend the best options to fit your boat's requirements and meet your needs.

It is our continued goal to exceed our customer's expectations with all matters in the service department. If for any reason these expectations are not met, please feel free to contact us anytime. If we've done an exceptional job, we'd appreciate you taking a moment to **share your feedback**.

As always, we appreciate your business. Stop in and visit with our crew anytime and let us know what we can do to help meet ALL your boating needs.

Sincerely,

Jason Allen

General Manager

Moose Landing Marina

Karen White, *Chief Financial Officer*

Scott Morin, *Service Manager*

Larry Pafumi, *Warranty and Service Writer*

Mark Oliver, *Parts Manager*

Chris Marble, *Service Writer*

Sophie Gardner, *Service Writer*

Amber Bellanceau, *Billing Manager and Assistant Office Manager*

Sandra Brackett, *Human Resource Manager*

Ryan Charette, *Yard Manager*

Andy Burnham, *Transportation Manager*



FOR INTERNAL USE ONLY

Receiving Employee Name _____ Date _____

Entered into system

2022/2023 Winterization and Storage Agreement

Please check the boxes below to indicate which services you authorize Moose Landing Marina (MLM) to perform on your boat this winter. Any other work requests and estimates can be made with our service writer. (Initial for Approval)

Owner's Name: _____ ("Owner")

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____

Email Address: _____

Boat Make: _____

Boat Length: _____ LOA: _____

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

Hull ID#: _____

Haul Date:

Bringing boat to us? Yes by trailer Yes by water No

Storage Rates (LOA) Please note, before Nov 1st & after Apr 1st boats maybe stored outside temporarily during season transition.

- Boatel storage \$37/ft
- Cold inside storage \$39/ft
- Heated inside storage \$47/ft
- Shrink wrap and store outside \$42/ft
- Shrink wrap only \$23/ft

Haul Out Rates at MLM

- Haul with customer trailer \$85
- Haul with MLM equipment 24' and under \$85
- Haul with MLM conlift 25' and over \$155

Boat Location if Pick Up:

Bottom Wash Rates

 (plus supplies & materials)

- On/Off, fiberglass, bottom wash \$12/ft
- Alumabrite pontoon wash \$12/ft

Off Season Maintenance

 - To be completed during winter storage and will be billed separately at time of service.

- Water pump service **Labor + materials**
- Tune-up **\$387.50 labor + parts**
- Stern drive service **\$465 labor + parts**

- Jet boat **\$310 labor + parts**
- PWC 2 stroke **\$210 labor + parts**
- PWC 4 stroke **\$240 labor + parts**
- I/O **\$310 labor + parts**

- 8 cylinder inboard **\$310 labor + parts**
- 2-30HP 2 stroke OB **\$160 labor + parts**
- 31-135HP 2 stroke OB **\$165 labor + parts**
- 136-300HP 2 stroke OB **\$215 labor + parts**

- 2-30HP 4 stroke OB **\$210 labor + parts**
- 31-135HP 4 stroke OB **\$260 labor + parts**
- 136-350HP 4 stroke OB **\$305 labor + parts**

May we email invoices? Yes No

Trailer? Yes No

Trailer Make: _____

Trailer License Plate #: _____

Trailer customers must choose Trailer Storage Option:

MLM Onsite - \$250 Home

Proof of Insurance & copy of insurance declaration

Our liability insurance DOES NOT allow outside contractors to work on boats unless proper arrangements have been made with MLM management. MLM reserves the right to bill a service charge for the use of facilities by any outside contractors. All bills are due upon completion and must be paid prior to the boat leaving the premise.

Miscellaneous Rates

- Fresh water system w/o hot water **\$95 labor + antifreeze**
- Fresh water system with hot water **\$110 labor + antifreeze**
- Air conditioner and pump system **\$135 labor + antifreeze**
- Porta potty **\$85 labor + antifreeze**
- Livewell system **\$85 labor + antifreeze**
- Generator full service **\$210 labor + parts**
- Generator - antifreeze only **\$85 labor + antifreeze**
- Head/macerator pump/holding tank system **\$95 labor + antifreeze**

Full Service Winterization - All boats stored at MLM *must* be fully winterized.

Full Service Winterization Includes:

- Remove prop & grease shaft
- Add ValvTect fuel treatment with ValvTect oil
- Run engine on fresh water hose to operating temperature then with non-toxic antifreeze (I/O & Inboard only)
- Remove & replace gear oil/replace drain screw washers
- Grease all fittings
- Change oil & filter
- Change fuel filter/fuel water separator
- Disconnect batteries
- Verify engine hours & serial numbers
- Complete vessel/motor evaluation form

*MLM is **not** responsible for any items left on your boat. Please remove all personal items (e.g. life jackets, fenders, food, clothing, etc.) prior to winterization.*

2022/2023 Winterization and Storage Terms

In consideration of payment of all fees, MLM Acquisitions, LLC d/b/a Moose Landing Marina, (the "Marina") agrees to allow Owner dock space to moor the above listed vessel ("Vessel") at a designated float, along with permission to use the adjacent areas, subject to the following terms and conditions ("Agreement"):

- 1. Notice of Lien:** Owner acknowledges that pursuant to 10 M.R.S.A. § 1381 et seq. 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 Marina 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, Marina shall have the right to resort to any and all remedies granted under applicable law. Owner agrees that in the event Marina 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 Marina in any litigation to enforce this lien, where Marina is the prevailing party. Owner agrees to reimburse Marina for any other costs and attorneys fees not otherwise awarded to Marina under statute incurred in the collection of payment under the Agreement.
- 2. Bailment and Risk of Loss:** Owner acknowledges that Marina is not responsible for any damage to the Vessel including, but not limited to, vandalism, theft, fire, flood, explosion, hurricane, lightning, windstorm, earthquake, subsistence 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 at all times remain with the Owner and Owner agrees to carry insurance to cover all hazards and in an amount satisfactory to Marina. Owner agrees to have his/her boat properly registered, equipped, maintained and insured (including hull and liability insurance). Owner shall provide Marina with written proof of said insurance upon request in a form satisfactory to Marina. 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 Paragraphs 1 and 3 and provided Owner provides Marina with reasonable notice should the Vessel be stored in an offsite location. Owner shall be responsible for any and all damage Owner or the Owner's guest may cause in whole, or in part to other boats at the Marina, or to Marina facilities. Owner further agrees to indemnify and hold Marina harmless, including costs and attorney fees, from any liability arising from the Owner's, or Owner's guest's use of the Marina and its facilities, including but not limited to, any expenses, costs, losses or third party damage claims attributable in whole or part to Owner, or Owner's guests.
- 3. Work Authorization:** Owner agrees that authorization for service work may be accomplished over the phone or by email. All such work will be subject to the regular terms and conditions, including warranty disclaimers, as set forth on the work order. Owner further authorizes Marina to operate the Vessel or any part of the Vessel for purposes of diagnostic or performance testing, at Owner's sole expense.
- 4. 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 Marina. Any acquiescence on the part of Marina 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 Marina 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 Marina.
- 5. 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 Marina 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 Marina 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.



- 6. 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.
- 7. 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.
- 8. 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.
- 9. Disclaimer of All Warranties:** PURSUANT TO 11 M.R.S.A. § 2-719 AND ANY OTHER FEDERAL AND STATE LAW, OWNER ACKNOWLEDGES THAT MARINA 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.

Seen and Agreed To: _____

Owner Signature: _____ Date: _____

Owner Name (please print): _____

All communications in either electronic or paper format will be considered 'in writing.'

