

2010 Launching & Spring Commissioning Contract

Tel 508-678-7547, Fax 508-678-7564, Web Site: www.bordenlight.com

BOAT OWNER Name: _____ Home Phone: _____

Street: _____ Cell Phone: _____

City: _____ State: _____ Zip: _____ Bus. Phone: _____

Email: _____

BOAT Name: _____ Builder: _____ Yr. Built: _____ Doc/Reg _____

Length: _____ Draft: _____ Beam: _____ Hull Color: _____ Pwr/Sail: _____ Fuel: _____ Key Location: _____

CREDIT CARD

Visa/MasterCard: _____ Cr. Cd. No: _____ Security code: _____

Billing Zip: _____ Exp. Date: _____

Ready to use date _____ Requested launching date _____

Please check the desired services. Remember to multiply per foot by vessel LOA		TOTAL
COVER REMOVAL <input type="checkbox"/> Remove Shrinkwrap and recycle & dispose <input type="checkbox"/> Owner remove Shrinkwrap but yard to recycle or dispose	_____ Ft. @ \$2.50 _____ Ft. @ \$1.00	
BOTTOM PAINTING (MATERIAL NOT INCLUDED) <ul style="list-style-type: none"> Routine prep and apply one coat <input type="checkbox"/> Up to 23 Ft <input type="checkbox"/> 24 to 29 Ft <input type="checkbox"/> 30 to 34 Ft <input type="checkbox"/> 35 to 40 Ft <input type="checkbox"/> Over 41 Ft	_____ Ft. @ \$12.00 / Ft _____ Ft. @ \$13.00 / Ft _____ Ft. @ \$15.00 / Ft _____ Ft. @ \$16.00 / Ft _____ Ft. @ \$17.50 / Ft	
CLEANING & WAXING <input type="checkbox"/> Washing of deck & cockpit <input type="checkbox"/> Washing & wax topsides (hull area between rub rail and Water line) Up to 29 Ft 30 to 35 Ft Over 35 Ft <input type="checkbox"/> Wash & wax cabin sides, cockpit and smooth deck surfaces	_____ Ft. @ \$4.00 / Ft _____ Ft. @ \$10.00 / Ft _____ Ft. @ \$13.00 / Ft _____ Ft. @ 15.00 / Ft Time & Materials	
COMMISSION VESSEL (MATERIAL NOT INCLUDED) <input type="checkbox"/> Engine only as necessary <input type="checkbox"/> Commission all engines, heads, domestic fresh water, Plumbing, bilge pumps, sump pumps <input type="checkbox"/> Alpha I full service, zincs, paint, water pump kit, change gear oil <input type="checkbox"/> Bravo I full service, clean transom hose, paint, zincs, change gear oil, split Drive, clean water passages <input type="checkbox"/> Outboard cooling system (every 2 years) & gear oil <input type="checkbox"/> Engine Tune Up, 8 cylinder, 5.7 Liter, Includes spark plugs, distributor cap, Rotor and carburetor filter <input type="checkbox"/> Sea Trial and correct deficiencies	Time & Materials Time & Materials \$270.00 \$240.00 \$180.00 \$ 240.00 Time & Materials	
** Outdrive work cost does not include the removal or installation of the drive **		
MAST Step Mast > 40 Ft < 40 Ft * Sails, boom must be off, turn buckles loose *	_____ Ft @ \$6.50 /Ft _____ Ft @ \$8.50 / Ft	
SPECIAL INSTRUCTIONS _____ _____ _____ _____	DEPOSIT ENCLOSED	\$ _____

TO AVOID ANY LAUNCHING INCONVENIENCES all house accounts must be current. Please submit charge card number for the total flat rate work indicated. **NO LAUNCHING DATE WILL BE CONFIRMED WITHOUT RECEIPT OF PAYMENT IN FULL.** Remaining charges will be charged to your card upon completion of work and copies mailed to the above address.

I have Read and Agree to the Conditions on Reverse Side _____



1. **ENVIRONMENTAL RESPONSIBILITY** It is understood that Borden Light Marina is an environmentally friendly marina and boat yard and subscribes to and enforces pollution prevention procedures. It is further understood and agreed that the posted best management practices at BLM are to be followed. I understand that this list may not be complete and pledge that I exercise common sense and judgment in my actions to insure that my activities will not deposit pollution, waste, or residues on BLM premises. I understand that failure to adopt pollution prevention procedures may result in expulsion from BLM and forfeiture of rental fees. I understand that I may elect to employ BLM to perform potentially pollution producing activities on my behalf in which case the responsibility for compliance with the best management practices is entirely theirs.
2. **LINE HANDLING** is the necessity to retrieve lines and/or fenders from within the vessel and to secure said vessel with same. If you are a BLM storage customer and/or a BLM seasonal mooring or dock customer this is, under normal circumstances, a prepaid service of your contract package.
3. **DOCK LINES AND FENDERS MUST BE READILY AVAILABLE IN COCKPIT UPON LAUNCHING.** Any boat without lines or fenders, or with lines and fenders that are not adequate to secure the boat properly, will be provided lines at the owner's expense.
4. They yard should have access to the insides of your boat at the time of launching and hauling. If they do not have either a key or combination, they may cut the lock and install a new one at the owner's expense should the need arise.
5. Boat owners can plan to be present for hauling or launching. However, this will be done at the yard's convenience according to the weather, number of boats to be hauled or launched and any other work commitments. Boats will not be hauled or launched on holidays, Saturdays, or Sundays. The yard will, however, attempt to stay as close as possible to the desired dates. In the event the boat will not be ready to launch on the requested date, the owner must notify the office at least two days prior or the boat will be launched as scheduled.
6. The owner shall be fully responsible for the water tightness of his boat upon launching and thereafter. Any pumping or checking by the yard, or use the yard pumps, will be charged at the current rate.
7. Boats and gear are stored at the owner's risk. The boat and other property of the owner, his agents or Guests are brought on the Borden Light Marina property at the sole risk of the owner, his agents or Guests. Borden Light Marina will not be liable for any loss of, or damage to, said boat property from Any cause whatsoever. This includes fire, theft, vandalism, deterioration, part failure, storm or ice Damage. It is the responsibility of the owner to maintain insurance for the boat during the storage period.
8. The "per foot" charges are times the length over all (L.O.A)
9. The yard has the right to deviate from the flat rate schedule due to unusual or nonstandard circumstances and charge our normal hourly rate.
10. Cradles, dinghies, and trailers must be clearly marked with the owner's name and/or boat name for easy Identification.
11. **FURTHER WORK** All terms and conditions of this agreement shall be applicable to any further work Done, or services provided, for the Vessel now or in the future, whether under this Agreement, or subsequential or oral written agreement, or otherwise.
12. **CHARGES** Yard shall charge Owner at Yard's usual and customary time and materials rates. The Parties agree that if a price is quoted on the reverse side it shall be considered an ESTIMATE ONLY, unless followed by the notation "firm".
13. **SECURITY INTEREST** In addition to those liens arising under state or federal law, Owner grants yard Security interest in the vessel, its engines, equipment, furnishings and other appurtenances, to secure sum due under this Agreement, including costs and attorney's fees. This agreement shall serve both as a Security Agreement and Financing Statement. In accordance with the lien granted, Owner further extends to Yard a license to board the Vessel, upon Owner's default and remove any machinery, equipment, or materials Yard provided or installed. This license shall be deemed coupled with an interest and so may not be revoked.
14. **ATTORNEY'S FEES** Owner shall pay Yard's reasonable attorney's fees and costs incurred in any Dispute or legal proceeding arising from this Agreement or Yard's work on the Vessel, now or in the future, whether under this Agreement, subsequent oral or written agreement, or otherwise.
15. **SERVICE CONTRACT** This agreement is primarily a service contract for repair of the Vessel and any Materials furnished by Yard are incidental to the performance of such repair.
16. Bills will be mailed monthly and are due when rendered. A service charge of 1-1/2% per month (18% annually) And will be added to the fee balance 30 days past due. All bills must be paid in full prior to launching. Launching dates will only be given after any and all outstanding balances are paid in full.