



# OYSTER BAY MARINE CENTER

## 2023-2024 WINTER STORAGE & SPRING COMMISSIONING AGREEMENT

PLEASE COMPLETE AND RETURN THE BELOW AGREEMENT ON OR BEFORE SEPTEMBER 15TH TO RESERVE YOUR REQUESTED LAUNCH DATE AND HELP US PLAN ACCORDINGLY IN ORDER TO ENSURE A SMOOTH HAULING AND LAUNCHING SEASON.

**OWNERS NAME** \_\_\_\_\_ **BOAT NAME** \_\_\_\_\_

Mooring / Slip # \_\_\_\_\_ Boat Length \_\_\_\_\_ Boat Beam \_\_\_\_\_

Address \_\_\_\_\_ Boat Manufacturer / Model \_\_\_\_\_

Town \_\_\_\_\_ Year \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_ Key or Combo \_\_\_\_\_

Phone \_\_\_\_\_ Insurance Carrier \_\_\_\_\_

Email \_\_\_\_\_ Policy Number \_\_\_\_\_

**REQUESTED HAUL WEEK** \_\_\_\_\_ **REQUESTED LAUNCH WEEK** \_\_\_\_\_

Haul and launch weeks will be assigned by OBMC based on availability. There is a limited number of boats that can be launched per week in the Spring - boats will be assigned and confirmed on a first come, first serve basis once OBMC receives your completed contract and deposit. Haul and Launch dates may be affected by weather or force majeure events that are in no control of OBMC.

### OBMC WINTER STORAGE INCLUDES

- Hauling
- Blocking and use of boat stands
- Bottom Painting\*
- Pressure Washing
- Yard Transportation
- Bottom Paint & Supplies\*

\* Bottom preparation, painting, paint & supplies includes industry standard dry sanding/scraping preparation, one coat mid-grade paint, industry standard painting supplies. Any specialty preparation, paint or supplies will incur a surcharge on the winter storage rate. Centerboards, outdrives, running gear, intakes and other appendages will be charged additionally. BottomPrep and Painting can only be done by Oyster Bay Marine Center.

### 2023-2024 STORAGE RATES

Boat Length	Rate Per Unit Foot
<input type="checkbox"/> Up to 20ft .....	\$13.35 per unit foot
<input type="checkbox"/> 20.1ft to 26ft .....	\$11.35 per unit foot
<input type="checkbox"/> 26.1ft to 32ft .....	\$10.15 per unit foot
<input type="checkbox"/> 32.1ft to 39ft .....	\$9.60 per unit foot
<input type="checkbox"/> 39.1ft to 50ft .....	\$8.65 per unit foot
<input type="checkbox"/> 50.1ft to 70ft .....	\$8.25 per unit foot

#### Storage Rate Estimator

OBMC has the final say in boat length and price totals.

_____	X	_____	=	_____	X	_____	=	_____
Boat Length		Boat Beam		Total Unit Feet		Rate Per Unit Foot		SUB TOTAL

The minimum Winter Storage Charge is \$1,900.00. Deduct \$100 if you purchased Launch Service in 2023.

**Storage Payments:** A \$400.00 deposit is due upon signing this Agreement. Fifty percent (50%) of the remaining balance is due prior to your requested haul week. The final balance is due by January 31, 2024.

## **ADDITIONAL STORAGE SERVICES**

Prices Include Labor Only, Materials Are Charged Separately.

- Shrink Wrap & Frame (up to 30ft) ..... \$21.50/ft
- Shrink Wrap & Frame (31ft to 40ft) ..... \$25.00/ft
- Shrink Wrap & Frame (41ft to 50ft) ..... \$28.00/ft
- Shrink Wrap & Frame (Over 50ft) ..... T&M
- Shrink Wrap Door ..... \$50 per door
- Remove and Properly Dispose of Shrink Wrap in Spring ..... \$5.00/ft
- Install Owner Provided Winter Cover ..... \$165 per hour
- Remove Canvas and Store in Boat ..... \$85
- Remove Canvas and Send Out for Cleaning ..... \$85
- Quote for New Canvas ..... NC
- Reinstall Canvas ..... \$85
- Clean Icebox and/or Refrigerator ..... T&M
- Vacuum and Clean Cabin During Winter Storage ..... \$165 per hour
- Haul Customer Owned Mooring - Includes Pressure Wash & Mooring Storage ..... \$0.80 per pound

\* A T&M surcharge will be added to boats with masts, flybridges & painted hulls. Customer must inform us if hull is painted to prevent damage.

## **WINTERIZING & COMMISSIONING SERVICES**

Prices Include Labor Only, Materials Are Charged Separately.

Winterizing includes where applicable; engine fogging, check anti-freeze, check cutlass bearing, shaft, propeller, lube pivot linkages, run and flush engine with antifreeze, check belts, oil pump-out and proper disposal of spent oil and filter. **OIL CHANGE LABOR INCLUDED.**

Commissioning includes where applicable; inspect hoses, wires, & gasket surfaces for leaks or corrosion. Verify proper engine control operation. Lubricate control cable ends & all grease points. Change fuel filters and bleed air from system. Change thermostat (if saltwater cooled engine). Bay test boat to verify proper RPM range and engine operation.

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| <ul style="list-style-type: none"> <li><input type="checkbox"/> Winterize Inboard 4 Cylinders or Less ..... \$265</li> <li><input type="checkbox"/> Winterize Inboard 6 or More Cylinders ..... \$295</li> <li><input type="checkbox"/> Winterize Generator ..... \$195</li> <li><input type="checkbox"/> Winterize Outboard Up to 50hp 2-Stroke ..... \$170</li> <li><input type="checkbox"/> Winterize Outboard Over 50hp 2-Stroke ..... \$215</li> <li><input type="checkbox"/> Winterize Outboard Up to 50hp 4-Stroke ..... \$230</li> <li><input type="checkbox"/> Winterize Outboard Over 50hp 4-Stroke ..... \$260</li> <li><input type="checkbox"/> Remove Outboard from Boat ..... T&amp;M</li> <li><input type="checkbox"/> Store Outboard Up to 50hp ..... \$155</li> <li><input type="checkbox"/> Outdrive Service ..... T&amp;M*</li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> Commission Inboard 4 Cylinders or Less ..... \$265</li> <li><input type="checkbox"/> Commission Inboard 6 or More Cylinders ..... \$295</li> <li><input type="checkbox"/> Commission Generator ..... \$75</li> <li><input type="checkbox"/> Commission Outboard Up to 50hp 2-Stroke ..... \$170</li> <li><input type="checkbox"/> Commission Outboard Over 50hp 2-Stroke ..... \$215</li> <li><input type="checkbox"/> Commission Outboard Up to 50hp 4-Stroke ..... \$230</li> <li><input type="checkbox"/> Commission Outboard Over 50hp 4-Stroke ..... \$260</li> <li><input type="checkbox"/> Reinstall Outboard ..... T&amp;M</li> <li><input type="checkbox"/> Remove and Replace Exterior Zincs ..... T&amp;M<br/>*OBMC strongly suggests the exterior zincs are changed each year</li> </ul> |
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Drain gear oil. Split outdrive and inspect mating surfaces, accessible passages, and internal components. Replace raw water impeller (where applicable). Remove any growth and apply anti-fouling paint to internal water passages. Assemble drive with new O-rings or seals, pressure test drive and fill with gear oil. Check gimbal bearing and bellows on the transom assembly for wear and tear. Sand, prepare, and apply one coat of anti-fouling paint to the exterior surface of drive and transom assembly.

\* Each outdrive also requires outdrive removal (\$135), winter storage (\$145) and reinstallation in the spring (\$135)

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| <ul style="list-style-type: none"> <li><input type="checkbox"/> Batteries - Removal ..... \$125</li> <li><input type="checkbox"/> Battery Storage, Charging &amp; Testing ..... \$50/ea</li> <li><input type="checkbox"/> Winterize Water Systems ..... T&amp;M</li> <li><input type="checkbox"/> Winterize Marine Heads ..... T&amp;M</li> <li><input type="checkbox"/> Pump Holding Tanks ..... T&amp;M</li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> Install Batteries &amp; Test for Draw ..... \$150</li> <li><input type="checkbox"/> Commission Water Systems ..... T&amp;M</li> <li><input type="checkbox"/> Commission Marine Heads ..... T&amp;M</li> </ul> |
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**RIGGING SERVICES**

Prices Include Labor Only, Materials Are Charged Separately.

- Unstep Mast ..... \$15.50/ft
- Step Mast in Spring ..... \$15.50/ft
- Mast Storage ..... \$6.50/ft
- Service Winches ..... T&M
- Remove MAIN Sails - Fold and Store on Boat ..... \$200
- Remove GENOA Sails - Fold and Store on Boat ..... \$150
- Send Sails out for Winter Cleaning & Inspection ..... T&M
- Reinstall Main Sails ..... \$200
- Reinstall Genoa Sails ..... \$150
- Tune Rigging in Spring ..... T&M

**CLEANING AND WAXING IN SPRING**

Prices Include Labor Only, Materials Are Charged Separately.

- Clean & Wax Hull ..... (Under 25ft) \$11.75/ft ... (25ft to 35ft) \$14.75/ft... (35ft to 45ft) \$16.75/ft ... (+45ft) T&M
- Clean & Wax Deck ..... (Under 25ft) \$11.75/ft ... (25ft to 35ft) \$14.75/ft... (35ft to 45ft) \$16.75/ft ... (+45ft) T&M
- Compound & Wax Hull ..... (Under 25ft) \$16.75/ft ... (25ft to 35ft) \$20.00/ft... (35ft to 45ft) \$22.75/ft ... (+45ft) T&M
- Compound & Wax Deck ..... (Under 25ft) \$16.75/ft ... (25ft to 35ft) \$20.00/ft... (35ft to 45ft) \$22.75/ft ... (+45ft) T&M

**ADDITIONAL SERVICE REQUESTS**

- Perform       Estimate

Description of additional work requested: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PAYMENT DETAILS**

A 2.5% environmental fee will be charged on all services and products provided by OBMC to be utilized for costs incurred in meeting requirements of the NYS DEC-SPDES multi-sector permit and OBMC clean marina program.

Valid credit card information and authorization must be completed upon signing this Agreement.

OBMC will charge your credit card for unpaid invoices over ten days old (refer to Terms and Conditions).

CREDIT CARD NO.: \_\_\_\_\_ EXP. DATE \_\_\_\_\_

CARDHOLDERS SIGNATURE: \_\_\_\_\_ SECURITY CODE \_\_\_\_\_

*Please sign here to request automatic utilization of your credit card for all invoices including outstanding invoices.*

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

## Oyster Bay Marine Center Terms and Conditions

- The following are the terms and conditions between Oyster Bay Marine Center ("OBMC") and you, the boat owner ("Owner"), for the winter storage and launch season from October 1, 2023 through June 15, 2024. By signing this Agreement, Owners agree to be bound by the following terms and conditions.
- Haul and Launch dates will be assigned by OBMC based on the dates requested by Owner provided a signed Winter Storage Agreement is received by OBMC by 9/15/2023. If no specific request is given or the Winter Storage Agreement is not received by 9/15/2023 then OBMC will schedule launch date at its discretion. Haul and Launch dates may be affected by weather or force majeure events that are in no control of OBMC. No boats that are in arrears will be put into the haul or launch schedule unless customer accounts are current. If a customer boat who is in arrears must be relocated in order to launch other boats, then the relocation fee will be changed each time the boat needs to be relocated and will be charged at the time of relocation.
- Payment in full for all services rendered, including subcontractor fees, is required before the vessel is launched or allowed to leave the marina.
- Due to summer parking requirements all vessels must be launched or scheduled to launch by JULY 1, 2023. Summer Land Storage is May 15th –Sept 15th and will be billed by early June. Vessels moved to accommodate parking or for failure to meet launch schedule date will be charged a Relocation Charge at the prevailing rate.
- Owner shall carry hull and liability insurance on their boat. OBMC is not responsible for any boat, its contents or equipment in the event of loss or damage whether due to theft, fire, vandalism, act of God or otherwise.
- Outside Contractors: Owners and their immediate family are allowed to work on their boat. Any independent contractor you wish to work on your boat must first get permission from OBMC in advance and supply OBMC with a certificate of insurance for worker's compensation and liability with coverage. Any such work by independent contractor's must be billed through OBMC with a 20% fee for handling and use of facilities.
- A vessels owner found to be in violation of these policies will be subject to immediate termination of their contract.
- No electrical cord may be left plugged in during winter storage and no electric heaters or open flames are allowed on OBMC's premises or facilities.
- It is the Owner's responsibility to check their boat, remove water, snow, or ice buildup. OBMC will not be responsible for any winter covers including shrink wrap put on a boat in outside storage. If requested by a work order, OBMC will check boats, remove water, etc.. on an hourly basis at Owner's expense.
- OBMC is not responsible for water damage to boats from faulty or lack of drain plugs. It is Owner's responsibility to remove and reinstall drain plugs. All work for pumping out a boat will be done T&M.
- Owner must keep the area around the boat clean or OBMC will do so at Owner's expense at its current hourly labor rate. Drop cloths must be used to protect the ground and collect loose debris if any sanding or scraping is to be done in the yard. Loose debris must be collected and properly disposed of outside the yard at your expense and obligation. All work is performed at Owner's risk.
- It is Owner's responsibility to have their holding tank pumped if not selected on this contract. All batteries must be removed from boat.
- It is prohibited to discharge any substance, including antifreeze, on OBMC's grounds. Discharge of propylene glycol (non-toxic anti-freeze) on the ground is a violation of the Clean Water Act, subject to notice of violation and fines up to \$20,000. This applies to boat owners as well as marina operators. All antifreeze must be captured, contained, and removed from the marina. No Antifreeze, including non-toxic, can be discharged on the ground.
- Owner must remove all flammable substances from the boat prior to storage in the yard.
- As part of Oyster Bay Marine Center's participation in the *Clean Marina Program*, no open air sanding or grinding is permitted. Scraping or sanding of a boat bottom is not permitted unless the ground below is covered with a tarp and the debris is collected and disposed of properly off site.
- All used oil, batteries, chemicals, and paints must be taken away from the marina and disposed of in a safe and legal manner. DO NOT place or leave these items in or next to our dumpsters. Please see Marina Management with any concerns regarding the above.
- The Marina must be notified in advance of work being done on any vessel that goes beyond seasonal maintenance. In the event, that the scope of the work will consume excessive yard provided resources (water, electricity, trash removal, space, etc.), the customer may be charged additional fees to cover costs associated with the project / work.
- Any trailers used for storing boats must be removed within 48 hours after launching. Boats not renting slips from Oyster Bay Marine Center will be given TWO DAYS after launching to vacate the dock space. Boats remaining after this time will be charged a transient dockage rate of \$5.00 per LOA foot, per night.
- All dock lines, fenders, batteries and bilge pumps must be on board and operative prior to launch. Sailboat tillers and wheels must be in place. The marina must have a lock combo or key location to allow bilge inspection when the vessel is launched.
- OBMC reserves the right to terminate this Agreement and withdraw services to Owner for any reason whatsoever and in such event OBMC shall not be liable for consequential damages to Owner or any other person or entity as a result of such termination. The limit of OBMC's liability in regard to terminating this Agreement shall be a refund of the unearned, prorated amount of any sum paid for storage or service not completely delivered.
- By signing this Agreement, Owner specifically authorized OBMC to charge their credit card for unpaid invoices that are not paid within ten (10) days of notification. Any charge refused to be recognized by the credit card company shall be subject to a 1.5% monthly service charge until paid in full. Owner authorizes OBMC to have a lien on the boat for the amount outstanding on unpaid charges.
- By signing this Agreement, Owner agrees to indemnify OBMC from and against any and all losses or liabilities (including reasonable attorney fees and expenses) imposed on or asserted against OBMC and arising out of the negligent or wrongful intentional conduct of Owner or its agents at the yard.
- OBMC may store Owner's boat at one of its three available locations near the waterfront in Oyster Bay and provide reasonable hours of access to the Owner.
- Owners with sailboats who elect to store their boats with mast in the boat shall hold OBMC harmless in the event of an accident. All sails shall be removed from the boat before it is hauled. If sails are not removed by hauling, OBMC may remove them and bill the Owner at the current hourly rate. Other conditions that OBMC may deem necessary to safely store the boat with the mast in may be taken by the yard and billed to the Owner. None of these modifications shall remove the responsibilities incurred by the Owner
- Pets are to be leashed AT ALL TIMES everywhere on marina property, and must NOT run loose on the DOCKS nor the grounds. Owners MUST clean up after their pet. We reserve the right to order a pet owner to remove the pet from the property at any time and for any reason, as well as banning any and all pets from the marina. 13. Any trailer, with or without a boat or jet ski on it, stored on the property must be identifiable with owners name and will incur a seasonal storage charge. A signed trailer storage contract must be on file with the office. 14. Oyster Bay Marine Center reserves the right to refuse to launch a vessel for any reason including, but not limited to, legal, safety, and/or environmental issues.
- Hourly Labor Rate (Effective 8/15/23) - Marine Mechanics & Riggers: \$165.00 per hour

I HAVE READ AND ACCEPT ALL OYSTER BAY MARINE CENTER WINTER STORAGE TERMS & CONDITIONS

Owners Signature \_\_\_\_\_

Date \_\_\_\_\_