

# Dutch Harbor Boatyard, LLC

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## 2018 WINTER DECOMMISSIONING CONTRACT

For Office Use Only

9/18/18

VESSEL NAME \_\_\_\_\_ KEY \_\_\_\_\_ COMBO \_\_\_\_\_

OWNER'S NAME \_\_\_\_\_ Best telephone number to reach you at \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Indicate all decommissioning work that you desire Dutch Harbor (DH) to perform by signing your initials in the appropriate box(es) and by signing

the "Authorization" at the end of this Contract. Dutch Harbor will only perform the work you authorize in the box(es) you initial.

"M" means

materials. "T&M" means time and materials. Please, return this form by October 15th, 2018.

### Masts, Sails and Rigging

Price is based upon per foot of mast length. An owner requesting a mast to be un-stepped must: remove all chafe tape, disconnect all electrical wiring to mast, dodgers, etc. and remove tape from mast boot. Any of the above derigging not done by Owner will be done by DH at a T&M charge.

ITEM	PRICE	INITIALS	TOTAL
Un-step up to 29'	\$10.00/ft		
Un-step 30' – 33'	\$12.00/ft		
Un-step 34' – 36'	\$15.00/ft		
Un-step 37' – 41'	\$16.00/ft		
Un-step 42' – 43"	\$18.50/ft		
Un-step over 44'	\$24.50/ft		
Store mast inside. Price is based upon per foot of mast length.	\$5/ft		
Sails - yard to remove (mast under 29') 108	\$90 Each		
Sails - yard to remove (mast over 30') 109	\$150 Each		
Sails - clean, repair & store inside	T&M		

### Mooring Pendants

Remove, inspect, clean and store Recommended (not pick up sticks)

\$75

### Shrink Wrap

Charges DO NOT INCLUDE removal of any protuberance such as windshields, dodgers, Loran couplers, biminis and enclosures, etc. which are extra. DH assumes no responsibility for any electronics left on board or for breakage if an aerial etc. that is not removable. Does not include maintenance or spring removal and disposal. Awlgrip hulls should not be covered.

ITEM	CHARGE	INITIALS	TOTAL
Sail mast down and Power (no flybridge)	Up to 29'	\$21 x LOA	
	30' – 39'	\$24 x LOA	
	40' and up	\$26 x LOA	
Sail mast up and Power (with flybridge)	Single Mast	Add \$3 to the Above	
Standard Door		\$60.00	

Bimini frame or arch			T&M		
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### Winterize Inboard Engine

Check all fluids, filters, disconnect battery (and leave in place) and winterization. Personal/boat equipment blocking access to engine will be moved at an

Additional cost. Does not include spring commissioning.

ITEM	PRICE	INITIALS	TOTAL
Up to 4-Cylinder engine	\$395 + M		
6-Cylinder engine	\$485 + M		
8-Cylinder engine	\$565 + M		

### Winterize Head and Sanitation System

Run antifreeze through system. Owner must empty holding tank prior to haul out.

ITEM	PRICE	INITIALS	TOTAL
Winterize Head, Per Head (includes holding tank)	\$110 + M		
Pump out, if not done prior to haul out (DH not responsible to check)	T&M		

### Winterize Fresh Water Systems. (Personal/boat equipment blocking access to water systems will be moved at additional cost)

Empty water tank(s) & run antifreeze through system

ITEM	PRICE	INITIALS	PRICE
Manual Water System (based on one tank) indicate # of tanks _____	\$145 + M		
Pressure Water System (based on one tank) indicate # of tanks _____	\$195 + M		
Hot Water Tank – Drain & Bypass	\$115 + M		
Sponge dry bilge	T&M		
Winterize refrigeration	T&M		

### Batteries

ITEM	LABOR	INITIALS	\$ AMOUNT
Standard (up to Group 27): remove, clean, test, top off fluids, store indoors and charge twice Indicate number of batteries _____	\$135 Each		
Large (Group 31 and over): maintain on board, clean, test, top off fluids and charge twice. Owner to provide extension cord and access. Indicate number of batteries _____	\$305 Each		
Remove battery from boat for Owner to pick up. Indicate number of batteries _____	\$80 Each		

### Winterize Outboard Engines

Flush with fresh water, drain and change lower unit gear oil, and fog engine. Does not include spring commissioning. Outboard to go (owner to store).

ITEM	PRICE	INITIALS	TOTAL
<b>2 Stroke:</b>			
Up to 8hp	\$110		
9-15hp	\$160		

20-35hp	\$195		
40-60hp	\$230		
60-75hp	\$245		
80-140hp	\$285		
150-300hp	\$335		
<b>4 Stroke:</b>			
Up to 8hp	\$160		
9-15hp	\$215		
20-35hp	\$245		
40-60hp	\$290		
60-75hp	\$310		
80-140hp	\$345		
150-300hp	\$420		
Four-Cycle Oil Change, Additional Per Motor	T&M		
Motor is Well Mounted With Controls, Additional Per Motor	\$85 + M		

<b>Customer Notes or Additional Requests</b>
◆◆◆◆ An additional 2% Environmental Compliance Charge will be added to all above fees. ◆◆◆◆

This Contract will only be accepted provided: (1) it is completely filled out, signed, returned to and accepted by DH; (2) DH has received full payment of all outstanding invoices due from Owner; (3) Vessel must be in normal operating condition for above flat rate conditions to apply: DH has the right to deviate from a flat rate schedule due to unusual or non-standard circumstances and charge its normal hourly rates; (4) prices listed are for labor only unless otherwise specified and do not include materials unless specifically indicated; (5) the valid credit card information and authorization below is completed: even if you pay by check; and (6) DH reserves the right to measure and adjust all billings should the actual per foot measurement exceed the measurement specified above.

**AUTHORIZATION:** I authorize Dutch Harbor Boatyard, LLC to perform the work indicated by my initials and agree to the terms and conditions above and in this Contract. To avoid any work inconveniences, I am submitting my charge card number and/or a check for the total flat rate work indicated at the right. I understand that no work will be performed without receipt of my prepayment in full. I authorize that the remaining charges be automatically charged to my credit card upon completion of work with a copy to be mailed to my above address.

<b>PAYMENT AND CREDIT CARD AUTHORIZATION</b>	
PAYMENT AMOUNT \$ _____ OWNER'S SIGNATURE _____ <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE MY CREDIT CARD CREDIT CARD TYPE: <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD Please make checks payable to Dutch Harbor, LLC	Credit card billing address if different than above: Street address _____ Zip Code _____ _____ CARD # _____ EXP. DATE _____ 3 DIGIT CODE _____
<b>I have read and agree to the terms and conditions and rules and regulations as set forth in this Contract.</b>	
OWNER:	Dutch Harbor Boatyard, LLC:

BY: OWNER'S SIGNATURE	DATE	BY: AUTHORIZED SIGNATURE	DATE
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**TERMS AND CONDITIONS: RULES AND REGULATIONS (Winter)**

The term "We" or "DH" shall refer to Dutch Harbor Boatyard, LLC ("DH") and its facilities. The term "Owner" or "You" shall refer to the lawful Owner of the Vessel, or the person acting as the authorized agent for the Owner of the Vessel named on this Contract. The term "Vessel" shall include any outboard engine, equipment, appurtenances, etc. of the Vessel named on this Contract. In addition to the pages of printed text, if the parties have made any additional agreements or modifications to the basic Contract text, the terms, conditions and/or modifications, if any, appear in writing on addendum pages, signed by both parties. Only Joe McGrady or Patty Magner can sign or authorize anything on behalf of DH.

1. The person who has signed the Contract as Owner hereby warrants and represents by his signature on this Contract that (a) he authorizes DH to perform the services indicated in this Contract for the benefit of the Owner and the Vessel; (b) he is in fact and in law the true Owner of the Vessel, and that he has full power and right to enter into this Contract for himself and for the Vessel; and (c) that there are no restrictions of any kind upon him or the Vessel which limit or restrict his right and power to bond himself and the Vessel to each and every term and condition of this Contract. Under no circumstances shall Owner sublet, transfer or assign this Contract or Owner's rights hereunder.
2. IT IS AGREED THAT ALL MONIES PAID HEREUNDER ARE NONREFUNDABLE. There are absolutely no refunds on deposits and should service be interrupted for any reason there will be no refunds or pro-rated refunds to compensate the Owner. Invoices will be mailed at least monthly and are due when rendered. No invoice will be sent if payment is due under a payment plan. A service charge of 1 1/2% per month (18% annually) will be added to balances thirty (30) days past due commencing from the 15<sup>th</sup> day after the date of the invoice. All invoices must be paid in full prior to hauling or launching. Claims for adjustments on any invoice must be rendered within 15 days of receipt of invoice, after which time no adjustment will be made. If payments are not made on time, Contract will immediately revert to "Due in Full" with any previous applicable rate courtesies revoked. DH may (without notice) haul any boat delinquent in payment past 30 days and will assess the Owner any hauling, collecting or attorney's fees accrued therein. **BEWARE: THE VESSEL AND ITS CONTENTS MAY BE SOLD AT PUBLIC AUCTION FOR FAILURE TO PAY MOORING/STORAGE/SERVICE FEES. OWNER AGREES THAT DH IS ALLOWED TO, AND HAS THE AUTHORITY TO AUTOMATICALLY CHARGE OWNER'S CREDIT CARD FOR ANY INVOICE.**
3. Charges. Except as otherwise specified herein, DH shall charge Owner at DH's usual and customary time and material rates. The parties agree that if a price is quoted on the reverse side or is quoted for other/further work, such quote shall be considered an estimate only, all work is done on a time and material charge.
4. Attorney's Fees: Owner shall pay DH's reasonable attorney's fees costs incurred in any dispute or legal proceeding arising from this Contract or DH's work on the Vessel, now or in the future, whether under this Contract, subsequent oral or written agreement, or otherwise.
5. Further Work. All terms and conditions of this Contract shall be applicable to any further work done or services provided for the Vessel now or in the future, whether under this Contract, or subsequent oral or written agreement or otherwise.
6. Service Contract. This Contract is primarily a service contract for repair of the Vessel and any materials furnished by DH are incidental to the performance of such repair.
7. Security Interest. In addition to those liens arising under state or federal law, Owner grants DH a security interest in the vessel, its engines, equipment, furnishings and other appurtenances to secure sums due under this Contract including costs and attorneys' fees. This Contract shall serve both as a Security Agreement and Financing Statement. In accordance with the lien granted, Owner further extends to DH a license to board the vessel, upon Owner's default and remove any machinery, equipment, or materials DH provided or installed. This license shall be deemed coupled with an interest and so may not be revoked.
8. Unless otherwise specified, calculate all per foot rates times the Vessel's length over all ("LOA"). LOA means tip-to-tip of vessel, includes pulpits, davits, bowsprits, boomkins, swim platforms and all non-removable appendages. All vessel lengths will be rounded to the next highest foot.
9. Contracts received and accepted after October 30 may be charged a premium over the above fees.
10. At any time a Vessel is located on, at, or near, or in any way at a location affecting DH's property, DH shall have the sole authority to dock, store and/or maneuver the Vessel or direct Owner to maneuver the Vessel, as DH deems appropriate, in its sole discretion.
11. MAST UP. DH does not recommend storing a sail boat with mast up. If Owner decides to store with mast up, Owner acknowledges that Owner has read and agrees to DH's Mast Up Waiver as set forth on DH's web site and which is available upon request from DH.
12. If any term or provision of this Contract shall to any extent or for any reason be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Contract, but the remainder of this Contract and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law, subject to such modification hereof as may be necessitated by such invalidity.