



## Yard Rate Sheet And Terms of Business Effective September 1, 2010

<p><b>Labor Rates</b></p> <p>General Yard Services <i>Paint, Varnish, Carpentry, Yard</i></p> <p>Specialty Services <i>Mechanical, Electrical, Electronics Rigging, Fiberglass, Awlgrip</i></p> <p>Boat Cleaning</p> <p><b>Winter Boat Storage</b></p> <p>Outside</p> <p>Inside</p> <p>Heated Inside</p> <p>Spars (Outside for vessels &lt;30')</p> <p>Spars (Inside heated for vessels &gt;30')</p> <p>Dinghy Storage</p> <p>Outboard Motor Storage</p> <p>Battery Storage</p> <p>SF = LOA X Beam</p> <p>Storage rates include labor to haul, move, block and launch boat; hauling equipment charges; and jack stands. Storage rates do not include decommissioning or commissioning services, unstepping or stepping spars, covering or uncovering the boat.</p> <p><b>Summer Boat Storage</b></p> <p>1/2 the winter rate</p> <p><b>Heated Gear Storage Units</b></p> <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;"></td> <td style="text-align: center;"><b>Winter</b></td> <td style="text-align: center;"><b>Annual</b></td> </tr> <tr> <td>3' x 11' Unit</td> <td style="text-align: center;">\$450</td> <td style="text-align: center;">\$720</td> </tr> <tr> <td>6' x 11' Unit</td> <td style="text-align: center;">\$650</td> <td style="text-align: center;">\$1080</td> </tr> </table> <p><b>Miscellaneous Service Rates</b></p> <p>Oil Disposal (Per Gal)</p> <p>Gas / Solv. / Antifreeze Disposal (Per Gal)</p> <p><b>Equipment Fees (Non-Storage)</b></p> <p>Haul or Launch (One Way)</p> <p>Short Haul (Round Trip)</p> <p>Crane Lift</p> <p>Local trailer delivery / pick-up</p> <p>Pressure Washer</p>		<b>Winter</b>	<b>Annual</b>	3' x 11' Unit	\$450	\$720	6' x 11' Unit	\$650	\$1080	<p><b>Per Hour</b></p> <p>\$62.00</p> <p>\$70.00</p> <p>\$42.00</p> <p>\$6.00 / SF</p> <p>\$8.50 / SF</p> <p>\$12.00 / SF</p> <p>\$3.00 / Ft</p> <p>\$4.50 / Ft</p> <p>\$200.00 Ea.</p> <p>\$80.00 Ea.</p> <p>\$35.00 Ea.</p>	<p><b>Dockage</b></p> <p>Day as available</p> <p>Week as available</p> <p>Month as available</p> <p>Season 5/1 – 10/31</p> <p>Boat length is based on length overall (LOA)</p> <p><b>Electrical Charge for Dock Customers</b></p> <p>For season hook-up</p> <p>15 amp</p> <p>30 amp</p> <p>50 amp</p> <p><b>Moorings</b></p> <p>Day as available</p> <p>Week as available</p> <p>Month as available</p> <p>Large Boat Season 5/1 – 10/31</p> <p>Small Boat Season (&lt;25' LOA)</p> <p>Dockage &amp; Mooring fees include parking, dinghy tie up and use of heads/showers.</p> <p><b>Consumable Parts</b></p> <p>4% of labor surcharge for consumables listed on back</p> <p><b>Environmental</b></p> <p>1% surcharge on all invoices plus disposal fees</p> <p><b>Ramp &amp; Parking</b></p> <p>Boats on trailers</p> <p>Haul/Launch by contractors</p> <p>Boat Pump Out</p> <p>Unrelated Parking</p> <p><b>Terms</b></p> <p>All bills are due when rendered and must be paid prior to the boat leaving the yard.</p> <p>All services, dockage, moorings and storage are subject to the Terms of Business printed on the back.</p>	<p><b>Per Foot LOA</b></p> <p>\$3.00</p> <p>\$15.00</p> <p>\$35.00</p> <p>\$85.00</p> <p>\$150.00</p> <p>\$300.00</p> <p>\$500.00</p> <p>\$35.00</p> <p>\$175.00</p> <p>\$500.00</p> <p>\$1,300.00</p> <p>\$1,000.00</p>
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3' x 11' Unit	\$450	\$720										
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No contractor shall commence work without the written approval of the Yard.  
Only Yard personnel may perform work on boats inside any of the buildings or on the yard trailer.

## TERMS OF BUSINESS

The parties agree as follows:

1. Services. The Great Island Boat Yard (the "Yard") will commission, decommission, repair, customize and maintain boats and will supply materials (the "Services") as described in the Work Order or as requested verbally by the Customer.
2. Storage. All property including boats, trailers, vehicles, moorings and gear are stored with the Yard at the sole risk of the owner. The yard is not responsible for fire, theft, vandalism, damage from the elements, or wear and tear. The Yard accepts no responsibility for damages except that caused by its own negligence.
3. Consumable Parts. A 4% surcharge will be levied on all labor hours billed as a charge for consumable parts. Consumable parts include; roll sand paper, abrasive pads, rags, gloves, foam brushes, chip brushes, tray liners, thinner, paint strainers, spreaders, cushion clamps, cotter pins, stock fasteners, heat shrink, electrical connectors (10AWG and smaller), fuses, oil zorb pads, seizing wire, and utility knives.
4. Environment. The Yard encourages the use of environmentally friendly cleaners and solvents. We also provide recycling bins and encourage their use. The Yard does not advocate scrubbing bottoms in the water. A pump out facility is provided at our fuel dock and we encourage its use.
5. Contractors. The Yard reserves the right to perform all work on all vessels stored on its premises. No contractor shall commence work without the written approval of the Yard. Contractors shall provide the Yard general manager with a standard certificate of worker's compensation and a certificate of liability insurance coverage of no less than one million dollars. Contractors shall comply with the Yard's policies for safety, respiratory protection, and the containment and disposal of wastes from maintenance activities.
6. Customer Work. Only Yard personnel may perform work on boats inside any of the buildings or on the yard trailer. All bottom sanding and scraping done on the Yard premises must use a vacuum collection system. This is necessary for the Yard to comply with federal and state run-off regulations.
7. Pricing. All Services shall be performed on a time and material basis, at the price listed on the Yard Rate Sheet, unless otherwise specified in the Work Order. The Yard may from time to time increase the rates for Services. A minimum of ¼ hour is charged for any labor.
8. Payment. All payments are due upon receipt of invoice. Payments received later than thirty (30) days after the invoice date shall be subject to a monthly interest at the rate of 1-1/2%. Pursuant to 10 M.R.S.A. Section 1384(2), the Yard has a lien on the property you are storing for rent, labor or other charges, and for expenses reasonably incurred under 10 M.R.S.A. Section 1385.
9. Warranty. The Yard warrants that the Services shall be performed in accordance with industry standards and free from defects in workmanship. The Yard will correct defects in its work if notified of their occurrence in writing. The boat

must be returned to the yard to receive warranty work. This warranty is valid for a period of twelve months following the performance of the work. THE YARD DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY.

10. Liability. All persons using any part of the yard's premises and / or facilities do so at their own risk. All Services & Storage are provided at the sole risk of the vessel owner. THE YARD SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, UNDER ANY CIRCUMSTANCES.

11. Termination. Either party may terminate this Agreement without cause. The Yard shall be paid for all Services performed, and all expenses accrued, through receipt of written notice of termination.

12. Hazardous Materials. The disposal of all hazardous materials brought to the Yard, by the Customer or in the Customer's boat, is the responsibility of the Customer. Waste oil, antifreeze, fuel & thinner will be disposed of by the Yard for a fee.

13. Schedule. The Yard will make all reasonable efforts to deliver on the schedule requested by the Customer. However, the failure to achieve that schedule shall not be grounds for any claims against the Yard.

14. Agreement. All orders for space rented and services performed are accepted on the understanding that the Yard's Terms of Business apply and are enforceable in the Courts of Maine and / or in any jurisdiction in which the vessel may be found. These Terms of Business, together with each Work Order referencing these Terms of Business, constitute the entire agreement between the parties.