

Yard Rate Sheet And Terms of Business Effective September 1, 2017

Labor Rates	Per Hour	Dockage	Per Foot	
Cleaning & Polishing	\$50	Day as available	\$3	
General Yard Labor	\$68	Week as available	\$15	
Paint & Varnish	\$68	Month as available	\$35	
Carpentry	\$68	Season 5/15 – 10/15	\$98	
Fiberglass	\$80	Charged at slip length or boat length overall (LOA), whichever		
Awlgrip	\$80	is greater.		
Electrical, Electronics & Systems	\$80			
Rigging	\$80	Electrical Charge for Dock Customers		
General Mechanical	\$80	For seasonal hook-up		
Outboard Specialist*	\$95	15 amp	\$150	
Diesel Specialist*	\$95	30 amp	\$330	
		50 amp	\$550	
* Specialist refers to engine OEM trained an	d certified			
includes computer diagnostics and special tooling as needed.		Moorings		
		Day as available	\$35	
Winter Boat Storage		Week as available	\$210	
Outside	\$6.00 / SF	Month as available	\$570	
Heated Inside	\$14.50 / SF	Large Boat Season 5/15 – 10/15	\$1,675	
Spars (Outside for vessels <30')	\$3.00 / Ft	Small Boat Season (<25' LOA)	\$1,025	
Spars (Inside heated for vessels >30')	\$4.50 / Ft			
Dinghy Storage	\$250.00 Ea	Dockage & Mooring fees include parking, d	linghy tie up and	
Outboard Motor Storage	\$80.00 Ea	use of marina heads/showers.		
Battery Storage	\$35.00 Ea			
		Consumable Parts		
SF = LOA X Beam		4.5% of labor surcharge for consumables liste	d on back	
Storage rates include labor to haul, move, b	lock and			

Storage rates include labor to haul, move, block and launch boat; hauling equipment charges; and jack stands.

Summer Boat Storage

Crane Lift

Pressure Washer

1/2 the winter rate, applies to boats not launched by July 1			Ramp & Parking		
			Boats on trailers	\$20.00 each way	
Heated Gear Storage Units	Per Mon	th	Haul/Launch by Contractors	\$3.50/ft LOA	
Small 3' x 6.5' Unit	\$.	50	Boat Pump Out	NO CHARGE	
Medium 3' x 11' Unit	\$	80	Unrelated Parking	\$5.00/day	
Large 6' x 11' Unit	\$1	30	Summer Trailer Storage	\$10.00/day or \$150/Season	
Miscellaneous Service Rates			Terms		
Oil Disposal (Per Gal) \$10		10	All bills are due when rendered and must be paid prior to the		
Gas / Solv. / Antifreeze Disposal (Per Gal) \$20		20	boat leaving the yard.		
Equipment Fees (Non-Storage)			All services, dockage, moorings and storage are subject to the		
Haul or Launch (One Way)	\$10.00 / Ft (includes labor)		Terms of Business printed on the back.		
Short Haul (Round Trip)	\$13.00 / Ft (includes labor)				
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Environmental

1% surcharge on all invoices plus disposal fees

\$100.00 plus labor

\$3.50/Ft (includes labor)

TERMS OF BUSINESS

The parties agree as follows:

- 1. <u>Services</u>. Delmar Marine, LLC (The Great Island Boat Yard) (the "Yard") will commission, decommission, repair, customize and maintain boats and will supply materials (the "Services") as agreed between the Customer (or Customer's agent) and the Yard.
- 2. <u>Storage</u>. 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 gross negligence.
- 3. <u>Consumable Parts</u>. A 4.5% 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. <u>Environment</u>. 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. <u>Contractors</u>. 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 all Yard policies, including those for safety, respiratory protection, and the containment and disposal of wastes from maintenance activities.
- 6. <u>Customer Work</u>. 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. <u>Pricing</u>. 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 without notice increase the rates for Services. A minimum of ¼ hour is charged for any labor.
- 8. <u>Payment.</u> 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 1.5%. Pursuant to 10 M.R.S.A. Section 1381 *et seq.*, 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. The Yard will accept credit card payments for storage, dockage and routine maintenance. Project invoices must be paid for with cash, wire transfer or check.

- 9. <u>Warranty</u>. 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. <u>Liability</u>. 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. <u>Termination</u>. 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. <u>Hazardous Materials</u>. 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 may be disposed of by the Yard for a fee.
- 13. <u>Schedule</u>. 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, the Yard Rate Sheet, and each Work Order (if applicable) constitute the entire agreement between the parties. Maine law governs this agreement. Any request for services by an individual bind that individual to this agreement, together with the owner of the vessel (if different).
- 15. <u>Season</u>. GIBY's official slip/mooring season is from May 15 to October 15. <u>Non-storage boats</u> that occupy a slip/mooring before May 15 and/or after Oct 15 will be pro-rated for the additional time. <u>Storage-only boats</u> departing for the summer season will be given a 2-week grace period beyond the boat's ready date; after that transient rates may apply. There will be no additional slip/mooring fee for <u>year-round storage boats</u> that occupy slip/moorings before and/or after May 15th & Oct 15th.