



Yard Rate Sheet and Terms of Business Effective September 1, 2020

Labor Rates	Per Hour	Dockage	Per Foot
Cleaning & Polishing	\$55	Day as available	\$3
General Yard Labor	\$78	Week as available	\$15
Paint & Varnish	\$78	Month as available	\$35
Carpentry	\$90	Season 5/1 – 10/31	\$103
Fiberglass	\$90	Charged at slip length or boat length overall (LOA), whichever is greater.	
Awlgrip	\$90		
Electrical, Electronics & Systems	\$90		
Rigging	\$90		
General Mechanical	\$90		
Outboard Specialist*	\$115		
Diesel Specialist*	\$115		

* Specialist refers to engine OEM trained and certified -- includes computer diagnostics and special tooling as needed.

Winter Boat Storage

Outside	\$7.75 / SF
Heated Inside	\$15.75 / SF
Spar Storage	\$5.00 / Ft
Dinghy Storage	\$300.00 Ea
Outboard Motor Storage	\$100.00 Ea
Battery Storage	\$35.00 Ea
Boat Cover Storage	\$250.00 Ea

SF = LOA X Beam
Storage rates include labor to haul, move, block and launch boat; hauling equipment charges; and jack stands.

Summer Boat Storage

1/2 the winter rate, applies to boats not launched by July 1

Miscellaneous Service Rates

Oil Disposal (Per Gal)	\$15
Gas / Solv. / Antifreeze Disposal (Per Gal)	\$25

Equipment Fees (Non-Storage)

Haul or Launch (One Way)	\$11.00 / Ft (includes labor)
Short Haul (Round Trip)	\$14.00 / Ft (includes labor)
Crane Lift/Fork Lift	\$125.00 plus labor
Pressure Washer	\$4.00/Ft (includes labor)

Electrical Charge for Dock Customers

For seasonal hook-up	
15 amp	\$150
30 amp	\$330
50 amp	\$550

Moorings

Day as available	\$35
Week as available	\$210
Month as available	\$840
Large Boat Season 5/1 – 10/31	\$2,000
Small Boat Season (<25' LOA)	\$1,200

Dockage & Mooring fees include parking, dinghy tie up and use of marina heads/showers.

Consumable Parts

4.5% of labor surcharge for consumables listed on back

Environmental

1% surcharge on all invoices plus disposal fees

Project Management

5% surcharge on all projects exceeding 250 hours

Ramp & Parking

Boats on trailers	\$20.00 each way
Haul/Launch by Contractors	\$3.50/ft LOA
Boat Pump Out	NO CHARGE
Unrelated Parking	\$5.00/day
Summer Trailer Storage	\$10.00/day or \$150/Season

Terms

All bills are due when rendered and must be paid prior to the boat leaving the yard.

All services, dockage, moorings and storage are subject to the Terms of Business printed on the back.

No contractor shall commence work without the written approval of SHM.
Only SHM personnel may perform work on boats inside any of the buildings or on the yard trailer.

TERMS OF BUSINESS

1. Services. SHM Great Island, LLC ("SHM") will commission, decommission, repair, customize and maintain boats and will supply materials (the "Services") as agreed between the Owner (or Owner's agent) and SHM.

2. Storage. All property including boats, trailers, vehicles, moorings and gear are stored at Safe Harbor Great Island (the "Yard") at the sole risk of the Owner. SHM is not responsible for fire, theft, vandalism, damage from the elements, or wear and tear.

3. Consumable Parts. 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. Environment. SHM encourages the use of environmentally friendly cleaners and solvents. We also provide recycling bins and encourage their use. SHM 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. SHM reserves the right to perform all work on all vessels stored on its premises. No contractor shall commence work without the written approval of SHM. 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. Owner Work. Only SHM 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. SHM may from time to time without notice 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 1.5%. Pursuant to 10 M.R.S.A. Section 1381 *et seq.*, SHM 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. SHM will accept credit card payments for storage, dockage and routine maintenance. Project invoices must be paid for with cash, wire transfer or check.

9. Warranties. SHM makes NO WARRANTIES, EXPRESS OR IMPLIED, including as to the condition of the slips, storage spaces, or the Yard (including floats, walkways, gangways, ramps, equipment and related items) or the suitability of the licensed slip or space, utilities serving the slip or space, or the Yard for Owner's intended purposes and undertakes no duty to advise Owner or Owner's family members, agents, employees, contractors, crews, guests, invitees, passengers or permittees (collectively, "Owner Parties") of any hazardous conditions. Owner acknowledges that Owner has had an opportunity to inspect the Yard and the licensed slip or space prior to execution of this Agreement and agrees to accept both in their current "as-is" condition.

10. Warranty for Services. Notwithstanding the foregoing Section 9, SHM warrants that the Services shall be performed in accordance with industry standards and free from defects in workmanship. SHM 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. SHM DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY.

11. Termination. Either party may terminate this Agreement without cause by written notice to the other. SHM 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 Owner or in the Owner's boat, is the responsibility of the Owner. Waste oil, antifreeze, fuel & thinner may be disposed of by SHM for a fee.

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

14. Agreement. All orders for space rented and services performed are accepted on the understanding that SHM'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) (collectively, the "Agreement") 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. Season. GIBY's official slip/mooring season is from May 1 to October 31. Non-storage boats that occupy a slip/mooring before May 1 and/or after Oct 31 will be pro-rated for the additional time. Storage-only boats 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 year-round storage boats that occupy slip/moorings before and/or after May 1 & Oct 31.

16. Insurance. Owner agrees to purchase and maintain insurance against such risks as Owner deems prudent and shall look only to said insurance for compensation or damages related to any losses regardless of responsibility. Owner shall at all times during the course of this Agreement maintain, with an insurance company that is acceptable to SHM, a Protection and Indemnity policy of insurance with limits of not less than \$500,000 and a deductible of not more than \$10,000 per occurrence, naming Safe Harbor Marinas, LLC, and its affiliates and subsidiaries as additional insureds. Owner shall also maintain a Hull and Machinery policy covering at least 100% of the present actual cash value of Owner's vessel, with endorsements for extended perils, damage by fire, pollution and fuel spills, salvage and wreckage removal, vandalism and burglary. Such limits of insurance are minimum requirements only and are not intended in any way to limit the insurance available under such insurance policies or Owner's liability. Upon execution of this Agreement and as requested by SHM from time to time, Owner shall provide SHM with a certificate of insurance evidencing required coverage and shall produce evidence of the renewal of the policies no later than 30 days prior to their expiration. All policies of insurance shall require 30 days' advance notice by the insurance company to SHM of any amendment or cancellation. As to all such policies of insurance and all claims made thereon, for himself/herself/itself and his/her/its insurers, Owner specifically waives all rights of recovery against SHM and the SHM Parties.

17. Liability and Indemnity.

(a) All risk of loss or damage to property and of personal injury or death shall be upon the Owner, and Owner shall be responsible for and shall promptly, upon demand, pay SHM for any costs or damage incurred by SHM or others due to acts or omissions of the Owner, Owner's vessel, or the Owner Parties. Owner agrees that SHM, International Marina Group I, LP, Safe Harbor Marinas, LLC, and their affiliates and their officers, agents and employees (collectively, the "SHM Parties") shall not be liable to Owner or to any party claiming by, through or under Owner for (and Owner hereby releases SHM and the SHM Parties from any claim or responsibility for) any injury to persons (including death), damages (no matter how occurring), or damage to or destruction, loss, loss of use, or theft of any property (including the Owner's vessel), caused by casualty, electrical shock, electrical shock drowning, interruption of or interference with utilities, theft, fire, third parties, collision, allision, chafing, dock maintenance or faulty repair, or any other matter or cause (including any named storm or act of God); EXCEPT TO THE EXTENT CAUSED BY THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SHM OR SHM PARTIES.

(b) Owner agrees to indemnify, protect, defend and hold harmless SHM and the SHM Parties for, from and against all liabilities, costs, expenses damages or injuries (including death) to Owner, any Owner Parties or any other persons; damages to or loss of property or Owner's vessel; expenses of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or part) (i) theft, fire, collision, allision, chafing, dock maintenance or faulty repair, or by reason of any other cause, (ii) Owner's or the Owner Parties' use of Owner's vessel, the Yard or the areas in, on or around Owner's vessel, the licensed slip or space, the dock areas, basins, the walks, floats, ramps, gangways, convenience facilities, parking areas, walkways, and roads in, around and leading to and around the Yard's premises, (iii) any activity, work or other things done, permitted or suffered by the Owner or Owner Parties, (iv) any breach or default in the performance of any of Owner's obligations under this Agreement or the exercise by Owner of its rights, (v) any act, omission, negligence or willful misconduct of Owner or Owner Parties, or (vi) any damage to Owner's, an Owner Party's, or third party's property; EXCEPT TO THE EXTENT CAUSED BY THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SHM OR SHM PARTIES.

(c) The terms of this section shall survive notwithstanding the termination or expiration of this Agreement.