



## Yard Rate Sheet And Terms of Business Effective September 1, 2018

<b>Labor Rates</b>	<b>Per Hour</b>	<b>Dockage</b>	<b>Per Foot</b>
Cleaning & Polishing	\$50	Day as available	\$3
General Yard Labor	\$73	Week as available	\$15
Paint & Varnish	\$73	Month as available	\$35
Carpentry	\$73	Season 5/15 – 10/15	\$100
Fiberglass	\$86	Charged at slip length or boat length overall (LOA), whichever is greater.	
Awlgrip	\$86		
Electrical, Electronics & Systems	\$86		
Rigging	\$86		
General Mechanical	\$86		
Outboard Specialist*	\$98		
Diesel Specialist*	\$98		

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

### Winter Boat Storage

Outside	\$7.50 / SF
Heated Inside	\$15.50 / SF
Spar Storage	\$4.50 / Ft
Dinghy Storage	\$300.00 Ea
Outboard Motor Storage	\$80.00 Ea
Battery Storage	\$35.00 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

### Heated Gear Storage Units

	<b>Per Month</b>
Small 3' x 6.5' Unit	\$50
Medium 3' x 11' Unit	\$80
Large 6' x 11' Unit	\$130

### Miscellaneous Service Rates

Oil Disposal (Per Gal)	\$10
Gas / Solv. / Antifreeze Disposal (Per Gal)	\$20

### Equipment Fees (Non-Storage)

Haul or Launch (One Way)	\$10.00 / Ft (includes labor)
Short Haul (Round Trip)	\$13.00 / Ft (includes labor)
Crane Lift	\$100.00 plus labor
Pressure Washer	\$3.50/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 5/15 – 10/15	\$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

### 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 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. 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. 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 gross negligence.
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. 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 all Yard policies, including those 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 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.*, 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. 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 may 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, 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. Season. GIBY's official slip/mooring season is from May 15 to October 15. Non-storage boats that occupy a slip/mooring before May 15 and/or after Oct 15 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 15<sup>th</sup> & Oct 15<sup>th</sup>.