



1301 Route 631 P O Box 824 Marmora, New Jersey 08223 Fax 609-390-1677  
tomoakes@holtzboatworks.com www.holtzboatworks.com

## **Terms & Conditions of Winter Storage, Spring Launch along with Boatyard Rules & Regulations 2015-16**

1. All facilities are offered by Boat yard as Lessor and accepted by Owner as Lessee with the understanding that Holtz Boatworks assumes no liability and that Owner will carry insurance if he desires protection. Boat yard shall not be liable for any loss to the boat, its contents or persons injured because of fire, flood, theft, vandalism, hurricane, tornado, or any other cause whatsoever and Owner acknowledges that Holtz Boatworks does not carry insurance covering such losses. Charges do not include any insurance coverage. Owner agrees to carry insurance covering such losses, and to waive his rights and his insurance carrier's rights against Holtz Boatworks, its heirs, and employees for any and all damages to his boat from any cause for which he would receive payment under his policy. It is fully understood that by waiving his rights and his carrier's rights, Owner will not, in any way infringe on his rights of recovery for damages under his boat insurance policy. Owner also releases Boat Yard agents, servants, and employees from any and all liability.
2. No Outside Labor is permitted unless boatyard permission is obtained by boatyard management. Proper Insurance Certificates must be provided by all outside Labor, no exceptions. Service of specialists such as radio and refrigeration technicians must be arranged through the Holtz Boatworks office. Their work will be billed by Holtz Boatworks and a commission retained to compensate for the use of boatyard facilities and electric. Holtz Boatworks reserves the right to approve any and all subcontractors and may limit access to individuals deemed unacceptable. Owners are permitted to work on boats outside at any time during posted yard hours, as long as other boat Owners and/or boats are not endangered.
- 3. There is no work allowed by the boat owner below the waterline. All work below the waterline MUST be done by Holtz Boatworks. Holtz Boatworks must purchase all materials. Customers may not supply bottom paint. Customers will be allowed to only clean, wax, wash boats above the boot stripe. Holtz Boatworks will complete all bottom work. You cannot sand, scrape or paint the bottom of any stored boat at our facility. Zincs will be provided and installed by Holtz Boatworks staff only. All boats brought in for storage will be fully winterized by Holtz Boatworks using only EPA safe materials. This includes engines, generators, water systems, and any device requiring flushing, and/or additional coolant to be added to the system for protection against freezing.**
4. Boat owners must keep the area around their boats clean or Holtz Boatworks will do so at the owner's expense.
5. No electrical cords may be left plugged in during winter storage, and no electrical heaters may be used. No use of any fire or open flame for any purpose, inside or outside. This is to minimize the possibility of fire.
6. Bills will be mailed weekly and or monthly and are due upon receipt. A service charge of 1.5% per month will be added to balances 30 days past due. The boat owner will be personally responsible to Holtz Boatworks for all attorney fees and or court costs incurred by Holtz Boatworks to collect any outstanding balances due to Holtz Boatworks, and for all actions and claims in regards to placing and enforcing mechanical liens against owner's boat and property for collection of any outstanding balance due to Holtz Boatworks, LLC. All work will stop on any boat whose account is past due. Boat yard may secure, sell or otherwise dispose of the boat without judicial process to enforce any lien in favor of Boat Yard after expiration of thirty days written notice, subject to the requirements of the law.
7. In the event Owner does not remove the boat on or before expiration of the storage period, this lease shall be extended month by month at such rental as Boat Yard may establish. Boat yard may terminate the lease at any time prior to the original or extended term by giving thirty (30) days written notice. Whereupon, Owner shall within thirty (30) days of such notice remove the boat from Boat Yard premises.



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8. To prevent water build up due to condensation, owners must top off fuel tanks before leaving boat at Boatyard for winter storage. If tank is not topped off, Holtz Boatworks will do so at owner's expense.
9. Boat owners should not plan to be present for hauling or launching since this will be done at the boat yard's convenience according to weather, number of boats to be launched and other work commitments. Holtz Boatworks, LLC will, however attempt to stay as close as possible to your desired launch date.
10. No Sleeping or Living aboard ANY vessel in DRY storage and/or wet storage while being stored at Holtz Boatworks, LLC. This is strictly PROHIBITED.
11. No tools or equipment are loaned or rented to Owners by Holtz Boatworks; owners may not operate any of Holtz Boatworks equipment.
12. NO BOAT WILL BE LAUNCHED UNLESS ACCOUNT IS CURRENT. No Cash, No Splash!!!
13. Boat yard is hereby authorized to take any precautions at owner's expense to protect boat in event of windstorm, fire, flood, hurricane, or other emergency. Boat Yard shall not be liable for loss, damage, or personal injury resulting from either moving or not moving the boat in the event of impending hazard.
14. Holtz Boatworks will not be responsible for any shrink wrap related damage.
15. Storage Rates include one haul with pressure wash of boat bottom, storage, and one launch. Badly fouled bottoms with barnacles will be billed "Time & Material".
16. All boats will be grounded with a grounding rod if electric service is to be utilized by customers during any portion of winter storage. Holtz Boatworks will install these rods at normal rates.
17. These rules and requirements are in addition to those previously posted and available upon request.

I hereby authorize repair and commissioning work to be done, along with any installation or utilization of material, and grant to Holtz Boatworks, its employees and/or agents operation of my boat for the purpose of its launching, testing, inspection and/or delivery. I have insurance on my boat covering fire loss, etc. I have read all the terms, notes and conditions and prices on the following contract and agree to them.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_