Winter Storage 2023 - 2024

Edwards Boat Yard, LLC

• \$33 PER FOOT * SAME AS LAST YEAR

MAJOR CHANGE TO THE WAY WE SCHEDULE THE DATE WE HAUL YOUR BOAT

Each week we will only haul out a limited number of boats and YOU MUST BE ON THE SCHEDULE

TO SCHEDULE A HAULOUT DATE SEND A MESSAGE TO 410-804-6056

THIS YEAR WE WILL ONLY BE HAULING BOATS TILL DECEMBER 1

Mail or email your signed contract, a copy of your boat insurance and a non-refundable \$200 deposit to reserve a space.

EMAIL TO: BoatYard3420@aol.com

We can process credit cards over the phone Or mail to: 3420 Edwards Lane Middle River, MD 21220

Note: The first boat up will be the last boat in. The last boat up will be the first boat in. If you will be fishing early spring let us know.

We will allow boat bottom painting. Tennant must comply with Maryland Clean Marina Rules & regulations & must sign the proper forms.

We do not pump out holding tanks, Boat Owners must pump out their tanks. <u>All outside contractors</u> must have proof of insurance and workers compensation insurance. Without this proof we will refuse entry to work on your boat.

EDWARDS BOAT YARD, LLC

3420 EDWARDS LANE BALTIMORE, MARYLAND 21220

PHONE 410-335-2311

EDWARDSBOATYARD@AOL.COM 2023 - 2024 WINTER WHARFAGE CONTRACT

NAME OF BOAT	Year
MakeLENGTH OVER ALL	
TENANT INFORMATION	Additional Owner:
Name	Name
Address	Address
Zip	
EMAIL ADDRESS	EMAIL ADDRESS
Phone or emergency #	Phone or emergency #
Boat Insured By	Binder or Policy Number
Includes Haul-out, Power wa *Length over All *	R-ALL (LOA). This includes swim platform and bow pulpit. ash, Winter land storage and Spring Launch feet \$33.00 = \$
I SHRINKWRAP (CAL	INITIAL REQUESTS L BILLY FOR PRICES 410-804-6056) S &/OR WATER SYSTEM

RULES & REGULATIONS

TENANT hereby agrees to pay for the foregoing services, at the posted rates in advance. Further, TENANT agrees to pay the quoted price by LANDLORD for all materials used by the LANDLORD for any of the foregoing services. If ownership of the boat changes anytime the boat is on land the TENANT is still responsible for all storage costs.

For any boat on land after May 31, 2024 this contract converts to a DRY WHARFAGE CONTRACT.

- TENANT'S boat MUST be hauled out of water before the FIRST DAY OF DECEMBER 2023.
- TENANT'S boat MUST be launched on or before the FIFTEENTH DAY OF MAY 2024 or a storage fee of \$15.00 per day will be assessed until the time of launching. In addition, TENANT agrees and shall pay all bills and/or invoices prior to said launching. If your boat is not ready to be launched and we must move your boat; then a relocation fee of \$12.00 per foot will be assessed. This penalty will be enforced Spring 2024. At no time shall any type of heater be allowed in the boat. No connected electric appliances are permitted while boat is unattended, and LANDLORD does not guarantee the continuity of electrical service, where provided.

TENANT CANNOT ENGAGE OUTSIDE CONTRACTORS OR SERVICEMEN TO WORK ON TENANT'S BOAT WHILE STORED (on land or in water) AT THE MARINA, WITHOUT PRIOR WRITTEN PERMISSION FROM LANDLORD, and proof of

adequate insurance No welding or burning of paint will be allowed.

In the event any rent is not paid when due (Including any additional rent which may come due for any services performed by the LANDLORD under this lease for the benefit of the TENANT), for all such sums which remain due more than thirty(30) days past their due date, the TENANT agrees to pay a late fee equal to EIGHTEEN PER CENT(18%) ANNUALLY or ONE & ONE -HALF PER CENT (1 1/2%) MONTHLY of all sums outstanding.

At no time shall TENANT live aboard any boat on LANDLORD'S premises. "Live Aboard" shall include TENANT occupying the boat for any purpose other than to perform work authorized by LANDLORD or to obtain or remove

personal belongings.

Please sign on back

8 LANDLORD is not responsible for any damage to decals or vinyl wrapping on boats.

9. LANDLORD will not remove lines or ropes from piers or pilings in slip. The TENANT shall be responsible for the proper securing of all accessories and equipment on TENANT'S boat while in winter storage. TENANT shall be held responsible for damages to other boats, piers, etc., due to negligence or the use of deteriorated lines.

- TENANT is responsible for winterizing the TENANT'S boat and for otherwise preparing the TENANT'S boat for winter storage. The LANDLORD assumes no liability for the TENANT'S improper winterization of the TENANT'S boat or for the TENANT'S improper preparation for winter storage of the TENANT'S boat and the TENANT hereby waives any and all claims he may have against the LANDLORD for any damages sustained by the TENANT for claims related to winter storage. In addition, the TENANT waives any & all claims it may have against the LANDLORD, including all of its members, agents, employees, officers, successors and assigns, for any damage, loss or other injury sustained as a result of TENANT'S improper winterization of TENANT'S boat.
- 11. In the event TENANT elects not to remove TENANT'S outdrive on TENANT'S boat (if so equipped), then in that event LANDLORD recommends that TENANT put some type of security device or lock on it. Regardless of whether TENANT elects to put a security device or lock on any outdrive which is left in TENANT'S boat over the winter, LANDLORD assumes no liability for its loss, damage, theft or vandalism and TENANT hereby waives any and all claims and liability against LANDLORD with respect hereto.

12. TENANT is responsible for pumping out and emptying holding tank prior to Haul out.

- 13. It is understood & agreed that the LANDLORD will not be responsible for any items of personal property left aboard the boat. The LANDLORD does not have insurance to cover the property of the TENANT, this includes damage from fire, theft, vandalism, windstorm, high or low water, hail, rain, ice, collision or accident or any other act of God. Prior to the TENANT'S storage of his boat with LANDLORD, TENANT shall provide the LANDLORD with evidence satisfactory to the LANDLORD, that the TENANT'S boat is insured in amounts, & for events, satisfactory to the LANDLORD. The TENANT'S failure to provide said evidence of insurance, & failure to keep said vessel or boat insured at all times during the period of winter storage, is grounds for immediate termination of this Agreement, said determination to be made in the sole discretion of the LANDLORD.
- 14. The parties hereto expressly waive their right to have a trial by jury in any matter or thing whatsoever arising out of this Winter Dry Wharfage Agreement or of the party's relationship related to TENANT'S use of the marina operated by LANDLORD.

15. TENANT agrees that in the event suit is brought on behalf of LANDLORD against the TENANT to collect amounts due or to become due hereunder, or to enforce any appropriate maritime or other liens, the TENANT

shall pay LANDLORD'S reasonable attorney fees for such suit or collection costs as provided by law.

16. In the event an "additional owner" is designated on the first page of this Winter Dry Wharfage Agreement, TENANT hereby warrants that he has the authority of the "additional owners' to enter into this Agreement and by virtue of TENANT'S signature below, warrants that he has secured the agreement and consent of the "additional owner" to execute this Agreement and that the "additional owner" hereby consents to & agrees to all of the terms of this Agreement and TENANT further agrees to indemnify and hold LANDLORD harmless, and shall reimburse and pay unto LANDLORD, all damages which it may incur as a result of TENANT'S breach of this contract.

7. TENANT acknowledges that payment is due at the time of service. TENANT authorizes all work to be performed as indicated on this agreement, along with the necessary materials, and hereby grants LANDLORD

and/or its employees, officers, and agents, permission to operate TENANT'S boat herein described.

18. This Winter Dry Wharfage Agreement shall be construed in accordance with the laws of the State of Maryland and TENANT specifically agrees to the jurisdiction of the Courts of Maryland with respect to any dispute arising under this Winter Dry Wharfage Agreement or any other dispute arising between TENANT and LANDLORD and further, TENANT agrees that in the event of any such dispute, that all such disputes shall be resolved in a court of competent jurisdiction in the State of Maryland and expressly waives the right to bring any cause of action in any other State and to the extent diversity in jurisdiction exists, or TENANT otherwise desires to bring any such dispute in a United States Federal Court, TENANT specifically acknowledges that the United States district Court for the District of Maryland shall have jurisdiction and agrees to the jurisdiction of same.

19. All references to the term "marina" used in this Winter Dry Wharfage Agreement shall be construed to mean the buildings, seawall, piers, catwalks, slips, docks, and waters from which LANDLORD operates a maritime service and marina situate at 3420 Edwards Lane, Middle River, Maryland 21220, including the waters adjacent thereto

extending into Frog Mortar Creek, Baltimore County, Maryland.

20. THE TENANT SHALL BE RESPONSIBLE FOR DISCONNECTING THE BATTERIES & REMOVING THE BOAT DRAIN PLUGS WHEN THE BOAT IS IN DRY STORAGE.

21. LANDLORD is not responsible for any damage to decals or vinyl wrapping on boats. Please sign & return with a copy of your current insurance.

TENANT:		
Tenant	Date	
By Edwards Boat Yard, LLC	Date	

Edwards Boat Yard Winterization Prices

	Name on Boat		Amoun
	Make of Boat		
	Customer Name		of Anti-
Chec	k box for service requested		Freeze
1	Winterization Service Requested	COST	
-	Winterize Port Diesel Engine, Install Anti-freeze & Fuel Stabilizer	\$200 +Materials	
	Winterize Starboard Diesel Engine, Install Anti-freeze & Fuel Stabilizer	\$200 +Materials	
	Winterize Port Gas Engine and install antifreeze	\$175 + Materials	
1	Winterize Starboard Gas Engine and install antifreeze	\$175 + Materials	-
	Winterize Diesel Generator & install antifreeze	\$75 + Materials	
	Winterize Gas Fenerator & install antifreeze	\$75 + Materials	
	Water System	\$85 + Masterials	
	Drain water system, if full	\$45	
	Forward Head	\$40 + Materials	
1	Aft Head	\$40 + Materials	
	Mid Head	\$40 + Materials	
	Forward A/C	\$40 + Materials	
	Aft A/C	\$40 + Materials	
	Mid A/C	\$40 + Materials	
	Raw water wash down	\$55 + Materils	
	Ice Maker, cabin	\$55 + Materils	
	Ice Maker, Bridge	\$55 + Materils	
	Ice Maker, Cockpit	\$55 + Materils	
	Hot water heater	\$55 + Materils	
	Pump out holding tank on land	\$195	
	Port Diesel Engine, change oil & oil filter	\$100/hour + Materials	
	Starboard Diesel Engine, change oil & oil filter	\$100/hour + Materials	
	Port Gas Engine, change oil & filter	\$100/hour + Materials	
	Starboard Gas Engine, change oil & filter	\$100/hour + Materials	
	Oil change Generator	\$100/hour + Materials	
	Disconnect Batteries	\$100/hour + Materials	
	Replace engine zincs, raw water side	\$100/hour + Materials	
	Washing machine, boat must be hooked to electric	\$55 + Materils	
	Outdrive, drain, change oil & lube, grease U-joints & reinstall	\$200 + Materials	
	Outdrive, drain, change oil & lube, grease U-joints, reinstall, change water pump	\$250 + Materials	-
	Replace Fuel Filters	\$100/hour + Materials	-
	NOTE:	Ψ100/Hott · Hatoriais	
	If any equipment does not work additional charges will apply		
	Any other service requested, Please make notes		
	my outer service requested, freuse mane notes	2	
	I AUTHORIZE THE ABOVE WORK TO BE DONE TO MY BOAT		
	Signature	date	
	Total Gallons of antifreeze used	-	
	Total Labor		
	Total Invoice		
3 202			