

Manchester Marine Corporation Mooring Float Rentals

Rates

- \$ 250.00 per Linear Ft (Length Overall)
- 35 ft minimum

Conditions

- Compliance with all local harbor regulations.
- \$500,000 liability insurance coverage is required. Proof of insurance must be provided with payment.
- Acceptance of Manchester Marine Corp. (MMC) general Terms and Conditions is required.
- Payment and proof of insurance must be received prior to the beginning of the boating season no later than March 1st
- The rental term is from April 1st to September 30th in a given calendar year.
- One vessel per assignment, no subletting or sharing of float space is permitted
- Dingy dock access is limited and not inclusive. If a dingy is to be kept at MMC additional arrangements must be made through the boatyard. Use of the harbor launch is encouraged.
- No items on floats other than fenders are permitted.
- Adherence to MMC parking guidelines must be observed. If the vessel is away for an extended period, long-term parking must be arranged through the boatyard. Additional guest parking is confined to the upper lot in marked spaces.
- Pick up and drop off by launch service is permitted at will. Any access to the front dock for a vessel must be arranged through MMC's dockmaster.
- Additional service and storage is not required or guaranteed. Additional services may be inquired about and contracted separately.



2024 - 2025 SEASONAL RATE CARD

SERVICE/ REPAIR LABOR RATES				
Mechanical	\$160.00/ HR	Fiberglass / Gelcoat	\$130.00/ HR	
Electrical	\$160.00/ HR	Varnish	\$120.00/ HR	
Rigging	\$120.00/ HR	General Yard	\$110.00/ HR	
Carpentry	\$130.00/ HR			

<u>SERVICES</u>		OUTBOARD ENGINES	
Buff Topsides		Winterize Engines(s)	
Up to & including 25 ft. LOA	\$26.00/ LF	Up to & Including 25 HP	\$350.00
Over 25 ft. LOA	\$29.00/ LF	Over 25 HP / Up to 150 HP	\$500.00
Compund & Buff Topsides	T/M	Over 150 HP	\$600.00
Clean/ Wax Smooth Surfaces on Deck		Spring Commissioning Outboards	T/M
Sail	\$23.00/ LF		
Power	\$26.00/ LF	<u>HAUL / LAUNCH</u>	
Vessels with Towers / Flybridge	T/M		
Polish Metals on Deck	\$13.00/ LF	Haul or Launch (One Way)	
Sand & Paint Bottom		Up to & Including 20 ft. LOA	\$300.00
Up to & Including 25 ft. LOA	\$24.00/ LF	Over 20 ft. / Up to 45 ft. LOA	\$14.00/ LOA
25 ft. up to 45 ft. LOA	\$26.00/ LF	Over 45 ft. LOA	\$16.00/ LOA
Over 45 ft. LOA	\$28.00/LF	Haul, Block & Launch	\$17.00/ LOA
Shrink Wrap (T/M mast up & towers)		Over 45 ft. LOA	\$19.00/LOA
Up to & Including 20 ft. LOA	\$27.00/LF	Short Haul (round trip)	\$16.00/ LOA
Over 20 ft. LOA	\$29.00/LF	Over 45 ft. LOA	\$18.00/LOA
Shrink Wrap Removal / Disposal	\$275.00	Bottom Washing	
		Up to & Including 20 ft. LOA	\$220.00
MOORINGS & SLIPS		20 ft. up to 45 ft. LOA	\$12.00/ LOA
		Over 45 ft. LOA	\$15.00/LOA
Slip (30 FT minimum charge)			
Seasonal (May 15 - October 15)	\$325.00/ LOA	<u>STORAGE</u>	
Nightly	\$8.00/ LOA		
Dinghy Dock Space	\$1,200.00	Includes Haul, Wash, Block, Launch	
Mooring (40 ft. max)		Outside Storage (Min \$1000.00)	\$10.00 / SQ FT
Nightly	\$120.00	Inside Storage	\$20.00 / SQ FT
Transient Parking		Dinghy Winter Storage	\$850.00
Daily	\$60.00	Summer Storage Outside	\$10.00 / SQ FT
Weekend/ 2-day pass	\$100.00	Trailer Summer Storage	
		Up to & Including 20 ft. Boat LOA	\$300.00
		Over 20 ft. Boat LOA	\$450.00

MMC does not install or store fairclough frames & covers

All rates effective September 1, 2024 *subject to change at any time* Pricing does not include parts, materials and applicable taxes & freight.

LOA = Length overall is measured by adding outboards, platforms, swim platforms, brackets, etc. to manufacturer's length.

LF = Linear foot is the manufacturer's length. SQF = Determined by length overall x beam.

PRICING SUBJECT TO CHANGE WITHOUT NOTICE / REFER TO OUR TERMS AND CONDITIONS

NO CONTRACTOR SHALL PERFORM WORK WITH OUT APPROVAL OF GENERAL MANAGER AND MUST PROVIDE PROOF OF INSURANCE ONLY YARD PERSONNEL MAY WORK ON BOATS INSIDE ANY BUILDINGS OR WHILE ON YARD EQUIPMENT

MASTS MUST BE REMOVED EVERY OTHER YEAR FOR MAST IN STORAGE

MANCHESTER MARINE CORPORATION TERMS AND CONDITIONS

For the purpose of this document the terms "Manchester Marine," "our," "we" and "MMC" reference Manchester Marine Corporation in Manchester, Massachusetts including slips and moorings at our facility. This document applies to all customers, boat owners, boat operators, guests, vendors, contractors and all others doing business with Manchester Marine or on its property and to those claiming by or through any one or more of them (collectively "Customer(s)") and to all boats worked on, stored or located on land and/or in slips or on moorings at our facility.

PAYMENT POLICIES

All boat owners and Customers desiring services or credit must have an approved credit card number on file (MasterCard or VISA) with the MMC office in advance of services performed. MMC maintains all credit card information in a secure location, to be used only with customers' approval of charges.

Invoice payments are due upon receipt. Unless we are notified of any discrepancy in writing within 15 days of the invoice receipt, we assume the invoice to be correct. As noted on the monthly account statement, unpaid balances of over 30 days will be subject to a 1.5% interest charge (18% APR.) There will be a 2% service charge on credit card payments over \$10,000. All wire transfers of funds for balance payments will be assessed a \$40.00 fee. MMC encourages standing approval for automatic payment of invoicing with on-file credit card.

Every service invoice is subject to an environmental Fee. This environmental fee is a nominal fee to assist in covering the ever-changing expense of environmental compliance.

Deposits or prepayments are required under the following circumstances:

- 1. Requesting Winter Storage: Full payment is due with a Storage Reservation Agreement.
- 2. Reserving a Summer Slip: Full payment is due with a signed Slip Rental Agreement.
- 3. For transient customers, a valid credit card number must be provided before service has begun and payment is due at the time of service.
- 4. When initiating significant repair work or a major materials purchase (over \$1,000).
- 5. To remove a boat from our Custody and Care with an account balance due, authorized credit card prepayment is required.
- 6. Other circumstances at the sole discretion of MMC.

MMC reserves the right to use outside collection resources including without limitations collection agencies and attorneys as per our condition of sale or services. Customers shall pay upon demand all costs, damages, charges and expenses, including legal expenses and reasonable attorneys' fees, incurred by MMC in collecting any unpaid balances.

INSURANCE AND LIABILITY

The Customer's boat, attached equipment and customer's personal items are not insured by MMC against loss or damage, however caused. Customer's storage of the boat, attached equipment and customer's personal items shall be at the Customer's sole risk. Customer shall at all times maintain adequate property (hull) and liability insurance on their boat and shall take any and all precautions to secure their boat while stored at/on MMC premises. Customer agrees to provide proof of insurance to MMC that includes public liability protection (in an amount not less than \$500,000) and hull coverage (for full replacement value of the boat and attached equipment) and written with Insurance Carriers acceptable to MMC. Insurance must be maintained at all times during the slip rental period, while being stored and while on MMC property on land or in water. The customer hereby releases and agrees to indemnify and hold harmless MMC, its agents and/or employees from any loss, cost, suit or claim (including reasonable attorneys' fees) arising out of any use by the customer of, or in any way related to, MMC property or services, including without limitation, slip or storage space and any handling of boats. MMC and its employees, officers and agents shall not be liable for any loss or damage to boats stored, moored or in slips, however caused.

Storage, slip rentals and service will be contingent upon receipt of a copy of the customer's current and valid Certificate of Liability Insurance, naming Manchester Marine Corporation as Certificate Holder and indicating General Liability Insurance coverage in an amount not less than \$500,000 with carriers acceptable to Manchester Marine. Such policy shall remain in full force and effect during all times a customer's boat is at Manchester Marine. Owners must plan and schedule hauling and launching activities for their boats in accordance with effective dates of applicable insurance coverage. MMC will not haul, launch or harbor boats without valid insurance coverage.

Manchester Marine reserves the right to increase the amount of required insurance at any time. A copy of the Certificate will be required to be submitted annually for each new storage or slip season or whenever the policy expires, whichever comes first. It is the customer's responsibility to update insurance information on file with MMC.

GENERAL POLICIES

Customers shall keep MMC promptly informed of all changes of address and/or telephone numbers or other contact information. Rubbish, garbage, gasoline, oil and sanitation waste shall not be discharged into the water or on MMC property. Trash receptacles are located on shore. Customers shall not place supplies, materials, accessories, or debris on walkways, and shall not construct thereon any steps, lockers, chests, cabinets, or other structures without prior MMC approval. No charcoal fires or open fires of any kind are allowed anywhere on MMC property. MMC reserves the right, in its sole discretion, to surcharge the customer for any direct, additional utility costs occasioned by excess utility requirements of the boat.

Young children shall be accompanied by adults at all times. Any child under the age of 12 must wear USCG approved life jackets while on MMC docks. Permanent living on board is not permitted by MMC at the docks or in the slip basins. Dogs or pets will be admitted to MMC property only under leash and the customer is responsible for cleaning up any droppings. Dogs and pets will only be permitted if they do not disturb employees or customers. MMC reserves the right, in its sole discretion, to deny access to any animal deemed to be a nuisance, threat or potential nuisance or threat. Parking will be provided on a first-come basis in approved areas. MMC makes no guarantee that parking will be available at any particular time.

Labor Estimates and Work Scheduling: Estimates will be provided when requested. While we will take all necessary steps to provide accurate Estimates, the fundamental quality of boat repairing makes it impossible to be perfectly accurate. Due to the inexact nature of estimating, MMC reserves the right to invoice up to 15% over the provided estimate. We will make every reasonable effort to notify the customer in the event of anticipated variances ahead of time. <a href="Under NO circumstances are "Estimates" to be interpreted as "Fixed Price" or "Not-To-Exceed" Quotes. MMC cannot guarantee completion of any major winter project work authorized after December 31. Work requested after March 1st may jeopardize requested spring delivery date. MMC supports the standards of the American Boat and Yacht Council (ABYC).

Warranty Policy: MMC warrants its labor performed to be free of defective workmanship for one boating season from the date such labor is furnished provided the boat on which such work is performed is operated and maintained according to the manufacturer's instructions under normal non-excessive conditions. We will repair or replace (at our option) defects in our workmanship upon approval from management. CONTACT MMC OFFICE TO ARRANGE FOR WARRANTY SERVICE. Warranty labor is to be performed at our yard. Vessel delivery is at the owner's expense. In the event this is not possible, our technicians may travel to a boat to perform warranty work, provided owner agrees to prepay for travel time at ½ then current normal labor rates, plus mileage. Materials provided by MMC and which are covered under separate warranties are not covered under this warranty. This is a LIMITED WARRANTY. EXCEPT AS EXPRESSED HEREIN, MANCHESTER MARINE DISCLAIMS ALL WARRANTIES EXPRESSED OR IMPLIED INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY APPLIES ONLY WHILE THE BOAT IS IN USE IN THE UNITED STATES. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THIS WARRANTY IS LIMITED TO REPAIR/REPLACEMENT (AT MMC OPTION) OF DEFECTS IN OUR WORKMANSHIP ONLY AND SHALL IN NO EVENT EXTEND TO INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES.

Because of potential warranty situations, MMC reserves the right to refuse installation of customer-supplied equipment. MMC may add an \$8/HR surcharge on the labor time to install customer-supplied equipment.

Environmental Policy: Customers shall not discharge any trash, rubbish, holding or gray water tanks or other substances on yard land or surrounding waters. No flammable or combustible materials shall be stored on yard property, including gasoline in portable tanks. MMC reserves the right to impose environmental surcharges for activities that generate hazardous waste. Customers must follow our Environmental Policy, a copy of which is available in our office upon request.

Smoking Policy: Smoking on site is limited to the area at the Northwest corner of the lower (front) shed indicated by the painted line on the asphalt. Owners may smoke on their boats, but not within 50 feet of the fuel dock.

Hurricane Policy: In the event of severe storm or hurricane, MMC will attempt, if practical and possible, to make reasonable preparations and to provide damage prevention service, the costs for which will be pro rated over all the boats that have received any such service. However, the customer shall continue to be solely responsible for taking all emergency measures possible, and MMC does not assume any responsibility for the protection of or for any damage to boats. Refer to our Hurricane Plan document available in our office upon request.

Vendors and Contractors: Although MMC does not prohibit customers from retaining outside vendors to work on boats stored outside, MMC requires prior approval for each vendor and, if admitted, the vendor will follow the 'Outside Vendors/Subcontractor Rules and Policies' available at the MMC office. Minimally, a Certificate of Liability Insurance (minimum of one million dollars in coverage), naming Manchester Marine Corporation as Additional Insured, is mandatory and must be provided BEFORE work can commence. A W-9 or ST-1 Form showing a tax identification number must be supplied prior to the start of any work subcontracted by MMC. MMC requests the courtesy of providing an estimate before any subcontractor is hired. Outside vendors will only be permitted to work on boats during MMC's regular hours of operation (M-F, 7:00 AM – 3:30 PM).

SLIP POLICIES

The Slip Reservation Agreement is not valid until MMC has signed the acknowledgement line, received payment in full, and returned a copy of the Agreement to the Customer. MMC shall have a lien against all boats, and may retain the same, its appurtenances and contents, for all unpaid sums due MMC including without limitation for use of dock facilities, labor, storage or other services (and for reasonable attorney's fees and costs of collection incurred with respect to such unpaid sums), or for damage caused or contributed to by the boat or by the customer, or his employees, servants, agents or guests, to any docks or property of MMC or any person at Manchester Marine. Slip charges are based on Length Overall (LOA) as measured by MMC. A separate Harbor User Fee must be paid directly to the Town of Manchester and a transom sticker properly displayed. Please see the Harbormaster for details.

Conduct: Each customer should be well aware that MMC is adjacent to residential property. Slip customers are expected to help keep the marina clean by using trash and recycle receptacles located at the fuel shed and in the main parking lot. Customers shall not engage in any disorder nor permit the emission of any objectionable noise or odor; nor engage in conduct which is disrespectful, profane, dangerous or which might cause harm or injury to persons, property or the reputation of MMC; nor make, allow or suffer any waste; nor engage in conduct or make any use of the MMC property or slips which is improper, offensive, disturbing to residents or contrary to any law, ordinance or MMC policy. Any violation of the same shall, at the sole discretion of MMC, be cause for immediate removal of the customer's boat from the slip basin, the termination of any rental agreement with such customer without refund and the temporary or permanent expulsion of any person or persons which MMC, in its sole discretion, deems responsible. If the customer fails to remove the boat within three (3) days of notice so to do, MMC reserves the right to remove the boat at the customer's expense. All boats shall be secured in their berth in a manner acceptable to MMC.

Transfers: Slip customers are encouraged to inform Customer Service and/or the Fuel Dock if their slip will be unoccupied for more than two nights to allow the slip to be used for service work or transient customers. Slips are not transferable, even in the event of a bona fide boat sale, without the prior written consent of MMC. Customers will not rent slips to other boaters.

Tenders/Skiffs: Tenders and skiffs may be stored only on boats or at our tender float, in their assigned location, for a fee. MMC reserves the right to decline dockage of tenders and/or skiffs based on their size. All docked tenders must be registered with our office and with the town of Manchester. Unregistered tenders may be hauled at customer's expense.

Keys: Owners of boats on moorings or at slips are required to provide MMC a set of hatch keys (or lock combination) and ignition keys for security inspection, emergency response or delivery of service.

Fueling: All fueling will only be done at the fuel dock. The fuel dock is to be used only for fueling and for picking up or discharging guests. TEN MINUTE LIMIT.

Access: MMC reserves the right to deny access to its property to any person or to terminate its Rental Agreement at any time in its sole discretion including without limitation for breach of the Terms and Conditions contained herein as may be amended from time to time. In the event of such termination MMC's liability shall strictly be limited to refund of a prorated portion of the rental fee to the owner. In no event shall MMC be responsible for any incidental, consequential or special damages. Slip customers are requested to display stickers on their vehicles when on site

STORAGE POLICIES

All boats are measured at haul-out to determine Length Overall (LOA), including bowsprits, outboards, etc. Storage charges are based on LOA as measured by MMC.

Storage Period: The winter storage period is a continuous 30 weeks, from October 15th to May 15th. The customer has three (3) days after the boat is launched/delivered to remove the boat from MMC docks/moorings. After three days, unless the customer has made arrangements, the customer will be charged the full dockage/mooring rate.

Requirements: To accept any storage reservation for consideration, MMC will need to first receive full payment of all outstanding account balances, including accumulated service charges. MMC will also need to receive:

- a) Full payment along with a Signed Storage Agreement
- b) Copy of certificate of insurance showing liability coverage described under INSURANCE AND LIABILITY.

We will attempt to follow a customer's preference regarding winter storage location, but the final decision will be made by MMC. Each year, availability of indoor storage space will be determined by MMC. The following storage guidelines apply:

Boats stored inside: MMC will perform all maintenance and repair work. Because of insurance restrictions, customers will not be permitted to perform any work while boats are stored in buildings or lifts.

Boats stored outside: MMC will minimally perform main engine decommissioning and re-commissioning and retains the right to perform all work on spars in storage at the yard. MMC will not be responsible for water or weather damage (including snow load) in or on any boats left uncovered or covered by customers, or when covered by MMC personnel in severe weather situations. For environmental reasons, owners are not permitted to sand or paint their boat bottoms on MMC property. All sailboats stored on site will receive a mandatory annual rig inspection invoiced at the rigging labor rate. Boats storing with the mast in are required to have their mast pulled and a thorough rig inspection performed every other year.

Boats not stored on site: Boat transport customers will not be allowed to perform any work on their boats while the boat is on MMC property. Owners must provide a Certificate of Insurance in order to obtain haul/launch service. Additional terms will be provided as applicable to owners who store their boats off site.

Do-It-Yourself Customers (DIY): While MMC does not discourage DIYs; we do not encourage them either. In order to provide the significant level of service appreciated by the majority of our customers, the yard needs to maintain a critical mass of talented tradespeople. This can only be accomplished by optimizing the use of yard employees to perform on-site work.

Fire Safety: For the safety of our personnel, all boats in storage or docked at MMC are required to have certified Fire Extinguishers on board at all times. Per order of the Fire Marshall, all LPG and CNG tanks will be removed from all storage boats. Portable fuel tanks may not be stored on site with gasoline in them.

Bilge Water: Upon haul-out for storage, we will pump out the bilges of every boat and dispose of the water as hazardous waste to comply with State and Federal Environmental Regulations regarding discharge of oil and fuel. MMC may choose to charge for this service.

Docklines & Fenders: To ensure safe dockage all boats must have appropriate lines and fenders on board prior to launching. Manchester Marine reserves the right to deny storage to any customer at our discretion.

Subject to change without notice.