



F.L. TRIPP & SONS, Inc.

2022-2023 Winter Storage Contract

P.O. Box 23 Westport Pt., MA 02791-0023

T 508-636-4058 F 508-636-4180

or email contracts and insurance to Mariana@fltripp.com

Due to increased demand for storage

please submit by: September 20, 2022

Approx. Haul Date: ___/___/___

Owner's Name: _____ Boat Name: _____

Street: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

E-mail: _____ Key/Combo: _____

Reg# _____ Make: _____ Type: _____ LOA: _____ Beam: _____ Draft: _____

PLEASE CHECK BELOW FOR DESIRED SERVICES AND TERMS AND CONDITIONS ON REVERSE SIDE

Feel free to calculate your estimated storage costs. Mechanical costs **do not** include materials.

Boat Costs

Storage

- Inside Storage..... \$67.50/ft. _____
- Outside Storage..... \$50.00/ft. _____
- Outside Storage up to 24ft..... \$45.00/ft. _____
- Rack Storage 18ft – 22ft..... \$48.00/ft. _____
- Rack Storage up to 17ft..... \$43.00/ft. _____
- Wet Storage (includes utilities). \$45.00/ft. _____
- Summer/Holdover Storage..... \$16.00/ft. _____

Towing

- From slip or inner harbor..... \$3.75/ft. _____
- From Westport harbor..... \$4.50/ft. _____
- From up river (East or West)..... Per Hr. _____

Rigging & Miscellaneous

- Unrigging w/mast storage..... \$15.00/ft. _____
- Furler Storage..... \$75.00 _____
- Sails - Removal from boat..... \$100.00 _____
- Sails - Clean, maintain & store..... Quote _____
- Float (Haul/Store/Launch)..... \$475 _____
- Move out charge (see back) \$245/\$135/\$70 _____

Mechanical Costs

Inboard Boats

- Request for Oil and Filter change T & M _____
- Winterize Inboard Engines \$100.00 _____
- Winterize Generators/Small Diesels ... \$80.00 _____
- Winterize ALL Systems T&M _____
- Outdrive (removal, storage, cover) \$135.00 _____

Outboard Boats

- Winterize Outboard Engines T & M _____
- Winterize ALL Systems T & M _____

Dinghies: includes deflate & inflate

- Inflatable Hard bottom..... \$325.00 _____
- Inflatable..... \$220.00 _____
- Fiberglass Dinghy..... \$170.00 _____

Shrink Wrapping

- Up to 24ft..... \$20.00/ft. _____
- 25ft and up \$24.00/ft. _____
- Boats with flying bridge..... \$28.00/ft. _____
- Doors..... \$75.00 _____

An environmental fee of 1.5% is charged for shrink-wrap

EXTRA FEE WILL BE APPLIED for holding tanks that need pumping & flushing or for any boat requested to be hauled after November 17

Special Storage Instructions Only

Please provide a winter work order prior to haul out

All sailboats must be unrigged for storage.

Holding tanks must be empty and flushed prior to storage.

All boats stored inside must be winterized by the boatyard.

All boats winterized by yard must be commissioned by the yard in the spring.

1. The Owner hereby grants to F.L. Tripp a security interest in the boat as collateral security for the payment for storage charges and any and all other obligations of the Owner to F.L. Tripp whether new existing or hereafter arising, including, (without limitations) cost of collection and reasonable attorney's fees. If the Owner fails to pay any amount owed to F.L. Tripp when due, F.L. Tripp shall have the right to resort to all rights and remedies granted to a secured party under the Mass. Uniform Commercial Code including, without limitation, the right to take possession of the boat and, after not less than seven days' notice to the Owner at the above address, the right to dispose of the same at public or private sale. The aforesaid remedies shall not include the creation or exercise of any common law, statutory or admiralty liens, and it is expressly hereby agreed that a maritime lien for the above shall be created on the boat and other property, which maritime lien for the above shall be created on the boat and other property, which maritime lien for the above shall be created on the boat and other property, which maritime lien shall be enforced as a cumulative remedy by F.L. Tripp, its successors and assigns. The Owner represents that he/she is the owner of the boat. The Owner may assign no rights under this agreement. Furthermore, with respect to attorney fees, in the event of default of any terms of this Agreement, Owner shall pay, in addition to any defaulted amount, attorney's fees, as liquidated damages, in the sum equal to 33.3% of the principal balance owed (inclusive of finance charges) at the time Owner's account is forwarded by F.L. Tripp & Sons, Inc. to its counsel for collection, whether or not litigation has been commenced. Owner agrees that the aforementioned liquidated damages calculation is fair and reasonable and does not constitute a so-called penalty, but rather reflects the actual measure of damages for submitting the matter to collection.

Balance will be due when billed. Deposits are non-refundable. Wet storage is payable in advance of the boat occupying a slip. No boat will be hauled unless F.L. Tripp & Sons, Inc. yard at Westport Point has a completed signed contract with deposit, and a copy of proof of insurance.

I have read and accept the terms and conditions as provided on page 2 of this storage agreement for 2022-2023.

Enclosed is 50% of the estimated storage fee due September 20, 2022.

Date _____ **Owner's Signature** _____ **Deposit** _____

Winter Storage Rules

*******Owners are encouraged to use combination locks*******

INSIDE STORAGE: (Bow pulpit and swim platform to be included) Owners do have access to boats; however, no work may be performed. Heaters are not allowed inside. All Flammable fluids must be removed from boat.

*******Move out charge******* Applies to request for boat to be moved outside or to work area for owner to work on.
Boats on stands\$245 Boats in Racks.....\$135 Masts.....\$70

OUTSIDE STORAGE: (Bow pulpit and swim platform to be included) Owners may work on their boats. (Multihulls \$62.00/ ft.)

Rates for storage include hauling, bottom washing, storing, and launching. Rates do not include unrigging or covering the boat. Service of specialist such as radar, canvas and refrigeration technicians may be arranged through the yard office.

WET STORAGE: (Bow pulpit and swim platform to be included) Wet storage boats must show proof of insurance.

Sails will be bagged and removed from boats winterized by F.L. Tripp & Sons unless otherwise noted, they will be sent out for cleaning and inspection at the boat owner's expense per request.

Outboard motors will be charged a separate storage and winterization rate whether on or off of the boat. If removal is requested an appropriate charge will be made.

Dinghies must be tagged. Tags located in office. Dinghies will be deflated. F.L Tripp will not be responsible for loose items left in dinghy, such as oars, gas tanks, oarlocks, anchors, etc... All dinghies must be removed from the yard by November 1st unless stored by the yard. Owners leaving dinghies in the yard will be charged the appropriate storage fee.

Winter covers may not be tied to boat stands. Covers tied to stands will be removed and retied at owner's expense. F.L Tripp will not be responsible for bailing any boat stored outside.

Boats hauled and launched by outside contractor will be charged accordingly.

All boats must have hull and liability insurance. The yard is not responsible for damage by fire, storm, or theft and the owner agrees to hold the yard harmless in the event of such an occurrence. F.L. Tripp & Sons, Inc. shall not be required to maintain a watchman or any mechanical security or fire alarm system.

F.L. Tripp will properly dispose of any waste gas, fuel, or oil. Prices will be based on disposal fees assessed to us.

All bills are payable when rendered after 30 days, interest at 1½ % per month (18% per year) will be charged. All charges shall be a lien against the "vessel" her tackle, furniture, and not with standing anything in the law to the contrary, shall continue to be a lien until such obligation is fully paid. With respect to attorney's fees, in the event of default of any terms of this Agreement, Owner shall pay, in addition to any default amount, attorney's fees, as liquidated damages, in a sum equal to 33.3% of the principal balance owed (inclusive of finance charges) at the time Owner's account is forwarded by F.L. Tripp & sons, Inc. to its counsel for collection, whether or not litigation has commenced. Owner agrees that the aforementioned liquidated damages calculation is fair and reasonable and does not constitute a so-called penalty, but rather reflects the actual measure of damages for submitting the matter to collection.

Due to the large number of boats being hauled/launched and delays due to the weather, owners should not plan to be present during hauling/launching. While we cannot guarantee a certain day, we will make every attempt to haul/launch your boat during the desired week, provided we are given ample notice launching and hauling will not be conducted on Saturday or Sunday. A maximum of three days free moorage will be provided for boats launched that do not berth at our marina.

To minimize the possibility of fire, no electrical cords may be left plugged in during winter storage outside, and no electrical heaters may be used. Owners are not permitted to run engines, light stoves or use other flammable materials unless under yard supervision.

The yard manager and/or assigned employees is expressly given permission to board any boat while at the yard in order to protect the said craft, the docks, or the property of other tenants.

Display of signs of any type on boats in yard is prohibited unless prior permission has been received from the office.
Boats coming in for winter storage must be available for hauling within one week or be charged regular transient rates.

Boats not winterizing in the yard that are left in slips after November 1st shall be charged regular transient rates. Wet storage boats not summering in yard must be vacated by May 15, 2023.