



HAUL & SERVICE REQUEST

On this day of ____/____/____, the undersigned Customer hereby agrees to all terms, provisions and conditions set forth in this HAUL Request Form and Agreement (“Agreement”) including without limitation the Additional Terms set forth on Schedule I on reverse side, and agrees that Prime Marine Southampton (“Prime Marina”) may enforce the terms of this Agreement against Customer.

Name: _____ Address: _____

City, State: _____ Zip: _____ Island. Address: _____

Contact Phone: _____ Emergency Contact Phone: _____

Email: _____ Fax: _____

Vessel Name: _____ Year/Make/Model: _____

Length Overall: _____ Beam: _____ Draft: _____ Hull Color: _____ Engine(s) Make/Model/HP _____

Trailer Length/Make/Model: _____ Trailer Storage: _____

Insurance Carrier: _____ Exp. Date: _____

HAULING & LAUNCHING

Requested Haul Date: _____ Retrieve Boat From: _____

Estimated 2017 Launch Date: _____ 2017 Boat Pickup (Trailer, Water, Deliver To): _____

SPRING SERVICE REQUEST

REMOVE COVER & FRAMING OR SHRINKWRAP (Date to be removed: _____)

NOTE: We recommend that shrink wrap be removed early in spring

CLEAN UP AND WASH DOWN EXTERIOR WAX TOPSIDES WAX HULL

PAINT BOTTOM (TO BE DONE BY MARINA IN ACCORDANCE WITH THE RATE SCHEDULE)

RECONDITION PROPELLERS INSTALL ZINCS

SUMMERIZATION AND START UP OF GAS ENGINE TUNE UP GAS ENGINE

DIESEL ENGINE - START UP

TUNE UP OUTBOARD ENGINE

REINSTALL PROPELLER IF REMOVED FOR WINTER STORAGE

GEAR OIL CHANGE LOWER UNIT (OUTBOARD AND I/O)

REINSTALL UNIT IF REMOVED FOR WINTER STORAGE

SUMMERIZATION AND START UP OF GENERATOR TUNE UP GAS ENGINE GENERATOR

ENGINE OIL & FILTER CHANGE GENERATOR OIL & FILTER CHANGE

SUMMERIZE DOMESTIC WATER SYSTEM

A 3.0% Environmental Fee will be charged on all Service work performed.

Additional Spring Request: _____

MasterCard/Visa/AMEX card number: _____ Exp date: _____ Sec. Code: _____

Signature: _____

Terms & Conditions

1. Prior to the commencement of the Services by Prime Marina, Customer shall:
 - a. Sign and date this Agreement and
 - b. Have cleaned the Vessel's heads and emptied the Vessel's holding tanks (\$500.00 Fee will be assessed for discharge of holding tank if done by Prime Marina).
2. Customer hereby authorizes Prime Marina to charge to the Credit Card described above any amounts due for the services provided hereunder at the rates set forth in Prime Marina's standard rate sheet. Prime Marina reserves the right to pressure wash the vessel if so needed at its discretion.
3. Hauls and launches are scheduled as close to request dates as possible at Prime Marina's discretion. Prime Marina shall not be responsible for any damages or liabilities that arise from haul dates being postponed or canceled by Customer. Fees may apply if the Vessel must be towed into the Travelift piers.
4. Prime Marina shall not be responsible for any damages which are the result of hauls requested after the First Freeze Date. Prime Marina shall not be responsible for any damage to the Vessel, engines or systems on the Vessel which are the result of services requested after the First Freeze Date. The "First Freeze Date" shall mean the first date on which the temperature drops below 32 degrees Fahrenheit for a period of more than two (2) hours.
6. Prime Marina shall not be deemed to have custody of the Vessel after the Vessel has been launched or hauled.
7. PRIME MARINA MUST RECEIVE THE COMPLETED YARD SERVICES AGREEMENT WITH SIGNATURE ON PAGE ONE AND INITIAL ON PAGE TWO AND A FULLY EXECUTED DOCKAGE OR STORAGE AGREEMENT PRIOR TO TRANSPORTING A BOAT.
8. Vessel Covers. The Vessel covers or tarpaulins shall not be fastened to boat stands, blocking or cradles.
9. Removal of Equipment. It is Customer's responsibility to remove all equipment and electronics from the Vessel prior to hauling for winter. Customer is solely responsible for any and all equipment that is left onboard during the storage period. Prime Marina shall not be liable for any damage or theft of such equipment and electronics.
10. Personal Property. The Vessel and all personal property belonging to Customer located on the Premises or in transit thereto or therefrom shall be at the sole risk of Customer, and Prime Marina shall have no liability or responsibility for security of the Premises, the Vessel, any property located on the Premises, or persons using or accessing the same. Customer shall arrange for all property and casualty insurance for property located on the Premises from time to time.
11. Drain Plugs. Customer shall remove all drain plugs and is SOLELY RESPONSIBLE for any damages resulting from any and all drain plugs or fittings not removed or inserted as applicable. Prime Marina undertakes no duty to remove or insert any drain plugs from the Vessel.
12. Electrical Power. Prime Marina will not plug the Vessel into shore power after a HAUL and shall not be responsible for any damage or inconvenience resulting therefrom.
13. Inside Storage. No Customer (or Customer's employee or Customer's contractor) may enter or service the Vessel if the Vessel is stored inside a Prime Marina storage building without the prior express consent of Prime Marina.
14. Contractors. Current insurance policies from such contractors naming Prime Marina as an additional insured must be on file prior to performing any work on any vessel on Prime Marina's property (the "Premises"). All contractors must sign and deliver a Work Permit Pass Application and Agreement before entering the Premises. All contractors and vendors must check in daily with Prime Marina upon arrival.
15. Waste. Customer and Customer's agents are solely responsible for all waste generated from winterization, storage processes or any other work on the Property. The discharge of any bilge or tank waste products from the Vessel located in storage areas or the disposal of hazardous waste is PROHIBITED. Any waste generated by Customer or Customer's contractors must be removed from the Premises. Prime Marina is only responsible for waste products generated by Prime Marina personnel during processes supervised by Prime Marina.
16. Safety. Customer grants to Prime Marina the right to move the Vessel within and beyond the Premises if Prime Marina determines that moving the Vessel is advisable for safety purposes or as necessary to provide the Services. Prime Marina undertakes no duty to move the Vessel under such circumstances.
17. Damages. Prime Marina is NOT liable for any damage or other harm to the Vessel except to the extent caused by the gross negligence or willful misconduct of Prime Marina. Without limiting the foregoing, Customer agrees that Prime Marina will not be liable for any damage caused to the Vessel while under Prime Marina's control if caused all or in part by wind or waves while the Vessel is under tow to and from the slip, or any other water related incidents beyond Prime Marina's reasonable control.
18. Insurance. Customer agrees to maintain (a) customary "all risk" hull insurance to insure the full declared value of the Vessel and related equipment from damage or theft for the full insurable amount thereof, such insurance to include wreck removal coverage and (b) public liability insurance of not less than \$500,000 per occurrence or in the aggregate. Customer shall cause Prime Marina to be named as an additional insured and as a certificate holder entitled to notice under such insurance policies. Customer shall deliver certificates evidencing such insurance prior to the commencement of the Services.
19. Indemnity. Customer shall not do or permit any act or thing to be done upon the Vessel that may subject Prime Marina to any liability or responsibility for injury, damages to persons or property or to any liability by reason of any violation of law or of any legal requirement of public authority. The undersigned agrees to indemnify and save Prime Marina, Prime Marina's mortgagee, Prime Marina's property manager and their respective officers, directors, employees, contractors, agents, servants, invitees, visitors and representatives, harmless from and against (a) all claims of whatever nature arising from any act, omission or negligence of the undersigned Customer, its contractors, agents, employees, invitees, visitors and representatives, including any claims arising from any act, omission or negligence of Prime Marina, (b) all claims arising from any accident, injury or damage whatsoever caused to any person or to the property of any person and occurring during the Customer's use of the Vessel on or about the Premises or in transit thereto or therefrom, but not including any claims arising out of the gross negligence or willful misconduct of Prime Marina, Prime Marina's agents or employees, and (c) any breach, violation or non-performance of any covenant, condition or agreement in this Agreement set forth and contained on the part of the Customer to be fulfilled, kept, observed and performed. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs and expenses of any kind or nature whatsoever incurred on or in connection with any such claim or proceeding brought thereon, and the defense thereof including, without limitation, expiration or revocation of this Agreement.
20. Liens. If Customer fails to pay any amounts due or incurs any liability to Prime Marina, Customer acknowledges that there shall be a lien on the Vessel in favor of Prime Marina securing Customer's obligation to make such payments and satisfy such liability. Owner shall be entitled to exercise any and all rights under all applicable law with respect to such lien.
21. Termination. Prime Marina reserves the right to terminate this Agreement at any time and for any reason.
22. Overdue Payments. If Customer is unable to make all payments due hereunder for and relating to the Services, Customer agrees to pay Prime Marina interest at the rate of eighteen (18%) per annum for unpaid amounts due.
23. Limitation of Liability. Customer agrees that its remedies hereunder shall be limited solely to the interest of Prime Marina to the Premises, so that no other property or asset of Prime Marina or Prime Marina's principals, or any individual member, manager, partner, trustee, director, stockholder, officer, employee or beneficiary of Prime Marina or its principals or lenders, shall be subject to levy, execution of their enforcement procedure by Customer with regard to any obligation hereunder. Customer further agrees that Prime Marina's liability under this Agreement shall be limited to an amount equal to the fair market value of the Vessel as of the date of this Agreement, and waives any right to special, indirect, consequential or punitive damages.