

HAUL REQUEST 2024



Boat Name:	L.O.A	Beam:	Draft:	Power or Sail
Boat Owner:	Phone #:		Email:	
Requesting Haul Week of:	Your prediction for Launch:		SPRING 2025: April May June Week #: 1 2 3 4	
Location in the Marina:	No Slip Location at the Marina? If you are not a year round member you must contact the dockmaster prior to your arrival for a slip assignment.			
Storing here Yes or No	Blocking or Trailer? _____	Storage Agreement Complete?		
Over road: Yes or No	Lay Days: _____	Yes No N/A		
Company Doing Work (circle): Cape Ann Marine Outside Contractor: _____ Myself/Owner Date Starting: _____				
Additional Comments and Notes:				

To speed our hauling operation and to prevent damage to your boat, we would like you to mark the shaft location. Use black tape on your port and starboard rails, where the shaft comes through the hull. This will insure proper strap location when we haul _____ (Initial)

Cape Ann Marina or Cape Ann Marine Sales & Service are not liable for damage to spray rails, bilge keels, transducers, through-hull fittings, under water lights, roll dampening components or any similar hull protuberances while hauling and/or launching. The vessel owner is responsible for providing any special equipment required for the protection of those hull components during the aforementioned operations. _____ (Initial)

OWNER'S RESPONSIBILITY – All boat heads and holding tanks **MUST** be pumped out at Fuel Dock prior to haul or arrival. The rate is \$350.00 if done by us. **NO HAULING** without signed Agreement & Rules, payment/deposit and "Certificate of Insurance", following the instructions as indicated on our Insurance Requirements Form. And a copy of the vessl's registration or documented paperwork. **Owner is responsible for verifying that all hull drain plugs are removed, especially those in irregular locations.** _____ (Initial)

You must contact the Dockmaster prior to arrival. Daily dockage rates will apply if you arrive early, arrive without prior confirmation with the Dockmaster office and/or if the boat is on the dock (not ready to haul) for more than 48 hours. As we do not haul on Saturdays or Sundays, customers arriving Wednesday, Thursday or Friday will need to be ready/scheduled to haul by Friday to avoid dockage fees. DINGHY HANDLING and STORAGE upon request, different rates apply.

**Boats over 13' beam may require additional surcharge - Rates are subject to change without notice. _____ (Initial)

*BOATS ON LAND AFTER 5/31/2025 SUBJECT TO LAY DAYS IF BOAT IS NOT REMOVED. NO EXCEPTIONS _____ (Initial)

If you are not servicing or storing with us, your vessel needs to leave immediately or you will be charged _____ (Initial)

Storage, Haul, Launch Rates 2023 - 2024

Daily Yard Rates through 5/15/2024				Seasonal Storage Rates Through 5/15/2024	
	Up to 40'	41' -59' **	60 and up**		
Haul & Launch	\$6.50 each way	\$7.00 each way	\$10.00 each way	Dry Storage Package	\$86.00/lin.ft. LOA
Pressure Wash	\$7.50 per li.ft.	\$8.00 per li.ft.	\$9.00 per li.ft.	Haul, Pressure Wash, Blocks/Poppet, Storage, Launch	
Haul Day	No charge			Sailboat Dry Storage Package	\$94.00/lin.ft. LOA
Launch Day	No charge			Outside Mast Storage	\$10.00/lin.ft. LOA + General Labor
Lay Days	\$2.00 per ft per day			Trailer Boat Storage (hauled)	\$32/ft.
Blocking	\$4.00 per li.ft.	\$4.50 per li.ft.	\$6.50 per li.ft.	Trailer Boat Storage (not hauled)	\$25.00/ft.
Short Haul	\$8.00 per li.ft.	\$11.00 per li.ft.	\$13.00 per li.ft.	Tow-n-Go - Haul	\$13.00/lin.ft. LOA
				Pick up or Boat Delivery	Call for Quote

An additional Environmental Fee of 3% will be applied upon final billing

Additional Services

Marine Mechanic Labor Rate	\$180.00 per hour (Min. 1/2 hr)	Crane Rental	\$180.00 per hour (Min 1/2 hr) + Labor
Gel Coat/Fiberglass Labor Rate	\$180.00 per hour (Min. 1/2 hr)	General Labor	\$90.00 per hour (Min 1/2 hr)

Internal - Office Use Only

Date Hauled: _____	Initial: _____	Service: _____	Shrink Wrap: _____
Damage/Additional: _____			
Final Land Location: _____		Date: _____	

All Haul Requests are scheduled through the Marina Service Center or via email at service@capeannmarina.com
Please be aware of the Terms and Conditions as they appear on page two, prior to signing.

Sign Here

Customer Signature: _____ Date: _____

CAPE ANN MARINA LLC - TERMS AND CONDITIONS

DEFINITIONS: The Boat Owner – the term Owner refers to the Vessel's owner, owner's agents and/or representatives. The term Vessel refers to the vessel's hull, equipment and all other vessel related property of the Owner when stored at the Marina. The Owner agrees to abide by all rules and conditions of Cape Ann Marina LLC and Cape Ann Marine Sales & Service LLC referred to the boatyard or Marina, its owner, operator and any affiliates or successors including those set forth in this agreement; and the Marina reserves the right to cancel this agreement for violation of any said rules and regulations, and to retain all amounts paid in advance.

RELOCATION: The Owner agrees that the Marina shall have the right but not the obligation to relocate his Vessel while it is docked, stored or located within the Marina premises as the Marina shall deem appropriate, including but not limited to the right to move the Vessel and/or to remove the Vessel from the water. The Owner further agrees to reimburse the Marina for any charges accrued in connection with hauling the Vessel from and returning the Vessel to the water at prevailing rates. Subject to the terms and conditions herein, the Owner shall at all times have the full care, custody and control of his Vessel. The Marina, when on the said Vessel or exercising its rights hereunder, shall be deemed to be the agent for the Owner for such purposes. Under no circumstances shall this Contract nor any action by the Marina be construed as having created a bailment between the Marina and Owner.

LIABILITY: Each of the parties hereto releases the other (and each person and legal entity claiming through each of them from any and all liability or responsibility to the other) and each person and legal entity claiming through the other by way of subrogation or otherwise by way of loss or damage to property caused to fire or other insured casualty even if such fire or other insured casualty shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible, provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage accruing during such time as the releasors' policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair the coverage of said policy or prohibits the right of releasor to reconvey thereunder. Each party agrees that it will use its best efforts to obtain or include such a clause or endorsement from its insurer so long as the same shall be obtainable without extra costs or if extra costs shall be charged therefore, so long as the other party pays such extra costs.

LAWS APPLICABLE: It is expressly agreed that all charges, costs and expenses of carrying said Vessel to the water from its place of storage, all repairs to said Vessel at any time, storage charges thereon, sale of materials thereto, and all other costs and expenses incident thereto shall create a Security Interest in said Vessel, her tackle, apparel and furniture within the application of the Massachusetts Uniform Commercial Code - Mass. G.L. Chapter 106, Sec. 9-102, for the benefit of the Marina. If the Owner fails to pay the full amount owed to the Marina within 30 days of the date said amount is due the Marina shall have the right to resort to all rights and remedies granted under the provision of Mass. G.L. Chapter 255 and the Massachusetts Uniform Commercial Code - Mass. G.L. Chapter 106, Sec. 9 (including without limitation Sec. 9-504) including, but not limited to, the right of public or private sale. In the exercise of the right of private sale of said Vessel, her tackle, apparel and furniture, 21 days' written notice of the time and place of said sale shall be mailed to the owner at the address listed in this contract by registered mail; and notice of said shall be placed in a newspaper of general circulation in the City of Boston once a week for three successive weeks stating the time and place and describing the property in question. Notice published in such a Boston paper and notice sent to Owner may be concurrent. It is understood that the Marina shall first deduct and pay to itself from said price reasonable expenses of retaking, preparing for sale, selling and the like, reasonable attorneys' fees and legal expenses incurred by the Marina, as well as the debt owed. The remainder of said proceeds shall then be paid over as provided by Massachusetts law. The aforesaid remedies shall not exclude the creation or exercise by the Marina of any common law lien, statutory or admiralty liens by law, and it is expressly hereby agreed that a maritime lien, for any of the services set out above which are performed on said Vessel shall be created on said Vessel, her tackle, apparel and furniture, which maritime lien shall be enforced as an alternative remedy by the Marina, its successors and assigns in either the Federal or State courts.

RISK: The Owner acknowledges and agrees that the consideration paid to the Marina for the dockage or storage of his Vessel is disproportionately small in comparison to the value of the Vessel and equipment involved, and the Owner is well aware of and accepts the various types of risks that are involved and associated with the dockage or storage of his Vessel on the Marina premises. Therefore, it is agreed that the Vessel and all other property of the Owner, his employees, servants, agents, and guests, which may be brought on the Marina premises is at the sole risk of the Owner, his employees, servants, agents, and guests. For the avoidance of doubt, the owner expressly acknowledges and agrees that the Marina, its agents, servants, and employees will not be liable for any loss of or damage to such Vessel and said property under any circumstances including, but not limited to fire, theft, vandalism, water damage, storm damage and damage occurring for any acts of God, sinking, capsizing, pollution, and damage from other Vessels, and the Owner hereby waives any and all such claims against the Marina its officers, directors, managers, employees, agents and attorneys which may be asserted by Owner including, without limitation, all claims concerning any negligent acts or omissions and notwithstanding any asserted or actual breach or this contract by the Marina, to the extent permitted by law. The Owner further agrees and does hereby, on behalf of himself, his heirs and executors, employees, servants, agents, and guests, during the term of this contract or any extension thereof, release, indemnify, and save harmless the Marina, its agents, servants and employees from any liability for any loss or damage to the person of the Owner, his employees, servants, agents, and guests, under any circumstances, including any negligent acts or omissions of the Marina, to the extent permitted by law, and the Owner agrees on behalf of himself, his employees, servants, agents, and guests to assume the sole risk of any such loss or damage.

FEES: All charges unpaid after 30 days are subject to 1½% per month and must be paid before removing vessel from the yard or water. After 60 days, an additional late fee of \$25 per month will be charged. Credit cards and checks will be accepted when prior experience has been satisfactory - in all other instances, bank transfer of funds will be required prior to release of boat. A minimum of \$10 charge plus bank fees will be assessed for returned checks. A collection charge will be added for each telephone call or letter made to inquire about balances past due for 30 days or more. No adjustments will be made after 10 days of receiving the bill. Consecutive season fee: If your boat needs to stay put on land due to unintentional reasons, we apply the consecutive season storage fee. The following season's rate plus+ 10%. Each consecutive season the boat is stored with us the increase will be applied.

INSURANCE: The Owner does hereby warrant and represent to the Marina that he now has and shall throughout the term of this contract keep and maintain in full force and effect insurance on his Vessel and the equipment thereon, insuring the Owner against loss from fire, theft, upset and other perils now or hereafter customarily contained in and all-risk Marina policy.

The undersigned ("Boat Owner") represents that he is the Owner of the Vessel described herein, and has read this entire document and accepts all terms and conditions.