

BOAT COMBINATION OR KEYS \_\_\_\_\_ CONTRACT NO \_\_\_\_\_

CRAMER MARINE INCORPORATED

WINTER DOCKING SERVICE AND WINTERIZING SERVICE ORDER

By and between Cramer Marine, Inc. of Milwaukee, Wisconsin and the

**YACHT:** \_\_\_\_\_ Owned by: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: Bus: \_\_\_\_\_ Res: \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Hereinafter referred to as the "Owner".

Length: \_\_\_\_\_ Beam: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

It is agreed that:

(1) Cramer Marine Inc. ("Cramer Marine") is to provide winter docking service for the above mentioned yacht for one winter season commencing on or after November 1, 2006 and extending to April 30, 2007 at the price of \$15.00 per running foot.

(2) Payment is due in full before the vessel is brought to the dock. All fees not paid according to this payment schedule will incur a .05% per day interest fee. Under no circumstances will the above yacht be accepted, handled, hauled out or worked upon until this document has been appropriately executed and accepted by an authorized representative of Cramer Marine. No refund or rebate of the reservation fee will be allowed if this agreement is cancelled for any reason prior to its expiration. Prompt return of this completed and signed contract with the reservation fee will better insure the Owner storage space. However, the Owner understands and agrees that this does not constitute any guarantee of storage space until an authorized representative of Cramer Marine has appropriately accepted this contract.

(3) The Owner is responsible for preparing his or her mast(s) for unstepping and storage in the fall and preparing it for stepping in the spring. Preparation for unstepping the mast will include, but is not limited to loosening all turnbuckles and disconnecting wires. For storage, this includes but is not limited to: the removal of all mast head devices, the removal of all spreaders and the bundling of all rigging to the mast. If this work is not performed within three days of the mast removal or not to the satisfaction of Cramer Marine, the work will be completed by Cramer Marine and billed at the current labor rate.

(4) Should the above mentioned yacht be left in storage with Cramer Marine after April 30, 2007 an additional charge of \$1.00/ ft./per day will be paid by the Owner to Cramer Marine, unless otherwise expressly agreed in writing by Cramer Marine, or if work is in progress by Cramer Marine on April 30. This stipulation will not apply until three (3) days after said work is completed. Such additional fees shall be invoiced quarterly in advance and due upon receipt. The acceptance of payment of additional summer docking charges by Cramer Marine does not guarantee docking for the next season. The terms and conditions of this contract still apply to any owner storing a boat at Cramer Marine beyond the original date.

(5) Progress payment for work contracted for, will be made in accordance with its standard terms of net cash, payment due upon receipt of invoice, based on percentage of completion of work, such as carpentry, painting, engine repair and/or comparable services. All charges accruing or owing to Cramer Marine for storage, merchandise, repairs and services shall constitute a lien on the yacht stored, and interest, computed daily at .05% per day on the unpaid balance, shall be charged on accounts remaining unpaid thirty (30) days after billing. No yacht will be released until charges accrued against said yacht have been paid in full. Repairs made for an owner, whether or not subject to insurance claim, are made only on the basis of a regular Cramer Marine work order by and between the Owner and Cramer Marine. Payments shall be made according to Cramer Marine's regular terms. Cramer Marine is not to be involved with the settlement between the Owner and the Insurance Company.

(6) Cramer Marine may handle, launch, haul and/or cradle the above yacht for any reason whatsoever, and if such handling or removal is determined to be in the interest of the Owner for the convenience, protection and/or safekeeping of said

yacht, such services will be chargeable to the Owner.

(7) Cramer Marine is not responsible for any scratch, gouge, abrasion or other damage whatsoever, to the above mentioned yacht and Cramer Marine will not be responsible for lost or broken wind direction indicators, fenders, dock lines or other parts or accessories on the yacht except to the extent that the above is caused by activities or negligence by Cramer Marine.

(8) The Owner is responsible for the welfare of his or her yacht while at the dock of Cramer Marine.

(9) This agreement is not assignable. Owner further agrees that no "For Sale" signs will be displayed on his vessel without the written consent of Cramer Marine.

(10) Prior to lift out, Owner agrees to make available to Cramer Marine information pertinent as to any special underwater fittings or hull configuration or instruments above or below deck of a special nature, and to remove all removable thru hull fittings. And further agrees that should damage be incurred thereto, for any reason Cramer Marine shall not be liable for such damage.

(11) The Owner agrees to leave one complete set of keys for the aforementioned yacht with Cramer Marine and grants it right of reasonable access to said yacht at all times it is within its storage or working areas. Yachts will not be shown to others, nor will others be allowed on or inside of said yacht unless expressly requested, in writing, by the Owner.

(12) The Owner understands and agrees that while Cramer Marine attempts to maintain strict security at all times and does its best not to allow customers or other persons access, unless satisfactorily identified, and then only during normal working hours. In accordance with posted yard rules and procedures (with which Owner agrees to abide), Cramer Marine assumes no responsibility for pilferage, theft or damage to Owner or Owner's yacht. Owner further agrees that Cramer Marine with respect to the yacht stored here under, shall be responsible only for the exercise of ordinary care and that it shall not be liable for loss or damage caused by fire, the elements, water, heat, cold, frost, rust, riot, insurrection, unlawful disturbance of the peace, vandalism, theft, or negligence of others and Owner understands that Cramer Marine does not carry insurance to cover such risks. Cramer Marine recommends that all personal effects, gear, marine equipment, navigational instruments, furniture, electronic equipment, clothing, provisions, LIQUOR and similar items be removed from yacht immediately prior to hauling out. Cramer Marine assumes no liability for the destruction or damage to the above mentioned yacht and/or items within or upon said yacht while at its dock prior to lift out or after launch. Cramer Marine is not responsible for any damage resulting from circumstances beyond its control such as the filling of water or sinking upon launching due to the drying out of said yacht or any other reason.

(13) Cramer Marine will provide no tools or ladders.

(14) The Owner agrees that no competitive labor will be allowed upon the premises of Cramer Marine ashore or afloat, and that outside vendors, or others hired or in the employ of the Owner, are not allowed upon said premises, ashore or afloat, without prior notification and approval of the management of Cramer Marine. Owner will not direct or order such persons to Cramer Marine unless they have been approved. Owner further agrees that Cramer Marine expressly reserves the right to do all other work on said yacht, unless done by the Owner personally or the members of his family or crew. Any exception to the above is to be arranged for by the Owner and must have the approval in writing of the management of Cramer Marine. The Owner also understands that no yacht broker or competitive sales persons will be allowed on the premises without the approval of Cramer Marine for the purpose of showing or demonstrating Owner's boat for the purpose of selling same.

(15) Owner agrees that Cramer Marine makes no warranty with regard to ladders, platforms, walks, ramps, equipment or gear on its premises or that which may be available to the Owner, members of his family, guests or crew. The Owner hereby jointly and severally releases and forever discharges Cramer Marine and all its agents, owners, and employees, and affiliated corporations from any and all liability arising from the use thereof. Owner further covenants and agrees to indemnify and save harmless Cramer Marine by reason of any claims or damages of the owner or undersigned, his family, agents, guests or crew.

(16) Owner agrees that Cramer Marine does not assume any responsibility for the winterizing of engines, water systems, auxiliary generators, marine toilets or other machinery, equipment or accessories aboard said vessel, subject to freezing, unless specifically authorized to do so by the owner by the attached work order.

(17) Owner hereby agrees to obey all the rules, regulations and procedures as may be posted on Cramer Marine's premises from time to time.

(18) Cramer Marine and the Owner recognize the following checklist as a valid service order and this storage contract will not be executed until it is completed in full and has the signature of both parties.

(19) If, after the date hereof any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, such provisions shall be fully severable. In lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid or unenforceable provisions as may be possible and

be legal, valid and enforceable. This contract shall be governed by Wisconsin law.

(20) Cramer Marine reserves the right to remove a boat cover and dispose of it at Owner's expense.

Mast: \_\_\_\_\_ Left up      \_\_\_\_\_ Stored on deck      \_\_\_\_\_ Stored on rack

	Yard Does	Owner Does	Not Applicable
Mast-Break Down and Bundle*			
Winterize Engine**			
Winterize Fresh Water			
Head Pump Out			
Winterize Head			
Winterize Bilge***			
Remove & Store Battery(s)			
Remove & Store Outboard****			
Winterize Outboard			
Shrink Wrap*****			

- \* This is a service provided after the mast is down
- \*\* Includes oil change 2x, stabilize fuel, flush raw water with antifreeze, where applicable; change fuel & oil filters, check set point of fresh water, fog cylinders and carburetor
- \*\*\* Please advise type and quantity of bilge pumps
- \*\*\*\* This is not Heated Storage
- \*\*\*\*\* Disposal of wrap material is at the owner's expense or written work order by Cramer Marine

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

CRAMER MARINE, INC.

OWNER

By: \_\_\_\_\_

By: \_\_\_\_\_

Sign and return both copies to: Cramer Marine, 880 W. Canal Street, Milwaukee, WI 53233