

BOAT COMBINATION OR KEYS _____ CONTRACT NO _____

CRAMER MARINE INCORPORATED

HAUL-LAUNCH CONTRACT 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) (A) Cramer Marine Inc. ("Cramer Marine") is to provide **launching** service for the above mentioned yacht at the rate of \$6.00 per foot of measured deck length on such a date and time as mutually agreed upon by the Owner or agent of the Owner and Cramer Marine.

(1) (B) Cramer Marine Inc. ("Cramer Marine") is to provide **hauling** service for the above mentioned yacht at the rate of \$6.00 per foot of measured deck length on such a date as mutually agreed upon by the Owner or agent of the Owner and Cramer Marine.

(2) Cramer Marine agrees to provide mast stepping and unstepping service at the rate of \$1.25/foot/mast of mast or \$60.00 minimum.

(3) The Owner is responsible for preparing his or her mast(s) for unstepping. Preparation will include, but is not limited to: removing sails and booms, removing tape, securing turnbuckle boots above the turnbuckles, unlocking and loosening all turnbuckles and disconnecting wires.

(4) The owner is responsible for preparing his or her mast(s) for stepping. Preparation will include, but is not limited to: attaching spreaders, attaching the appropriate stays to the spreaders, providing proper clevis pins, insuring proper electrical connections should they be under the mast, insuring proper operation of all mast electrical systems, insuring proper operation of all mast mechanical systems.

(5) Cramer Marine will not tune the rig or lock turnbuckles unless specifically requested to do so.

(6) All additional work completed by Cramer Marine and billed at the current labor rate.

(7) Should the above mentioned yacht be left in storage with Cramer Marine 3 days after haul, an additional charge of \$0.01/sq. 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. This stipulation will not apply until three (3) days after said work is completed.

(8) Should the above mentioned yacht arrive at Cramer Marine more than 3 days prior to haul, an additional charge of \$0.50/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.

(9) Should the above mentioned yacht arrive at Cramer Marine prior to 3 days before the launch, an additional charge of \$0.01/sq. 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. This stipulation will not apply until three (3) days after said work is completed.

(10) Should the above mentioned yacht stay at Cramer Marine 3 days after launch, an additional charge of \$0.50/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.

(11) 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, including for storage, merchandise, repairs, labor, and services shall constitute a lien on the yacht stored, see Ch. 780, Wis. Stats., 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. The acceptance of payment of additional storage charges by Cramer Marine does not guarantee storage long term.

(12) 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.

(13) 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 above is caused by activities or negligence by Cramer Marine.

(14) The Owner will give Cramer Marine a minimum of 7 days notification prior to a desired haul out or launch time and the Owner is responsible for the welfare of his or her yacht while at the dock of Cramer Marine prior to haul out and after the launch of said yacht. The owner is also responsible for the welfare of his or her yacht while the yacht is being stored on the premises of Cramer Marine. Owner agrees to make available a minimum of four (4) good and serviceable mooring lines and fenders of adequate size and number for tying off the boat to Cramer Marine's dock facility. In the event of failure to make said lines or fenders available, Owner agrees that Cramer Marine may, at its option, refuse to launch the above mentioned yacht, or may supply said lines and fenders, charging the Owner accordingly. Owner understands and agrees that Cramer Marine assumes no guarantees concerning launching or haul out schedules or removal or placement of vessel from or to either outside or inside facility and hereby releases Cramer Marine from all liability thereto.

(15) Pursuant to Wisconsin law, Cramer Marine has a lien against the yacht and all other property stored in the yard to insure that all charges and fees are timely paid. Cramer Marine's lien rights are not affected by any transfer of ownership. All property (including yachts and storage equipment) left on the premises of Cramer Marine for more than six months without payment of storage fees is deemed abandoned and the Owner hereby agrees that Cramer Marine may exercise its lien rights by acquiring, selling, or otherwise disposing of all such property deemed abandoned. The Owner agrees to pay any disposal charges should they occur. The Owner understands that this agreement is not assignable and that all charges and fees (including charges under Paragraph 4) remain the expressed responsibility of the Owner, even if the owner no longer holds title to the yacht. Owner further agrees that no "For Sale" signs will be displayed on the yacht without the written consent of Cramer Marine.

(16) 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.

(17) All lifts will be done on a first come first served reservation basis. All subsequent work and service will be done strictly on first come first served basis by dated work order.

(18) The Owner hereby warrants that any storage equipment furnished by the Owner (including any cradle, trailer or stands) will adequately support the yacht and is in good and serviceable condition. While Cramer Marine reserves the right to refuse to use any storage equipment which Cramer Marine feels is unsafe or inadequate, Cramer Marine's decision to use the equipment for storage shall not be considered by the Owner as any type of guarantee or warranty that the equipment is safe or adequate. It is the Owner's responsibility to inspect and maintain the storage equipment while it is in use and the Owner agrees to indemnify and hold Cramer Marine harmless in the event that the equipment fails or collapses while the yacht is being stored.

(19) While Cramer Marine reserves the right to refuse to launch a yacht which Cramer Marine feels is unsafe, Cramer Marine's decision to launch a yacht shall not be considered by the Owner as any type of guarantee or warranty as to the condition of the yacht. It is the Owner's responsibility to fully inspect the yacht upon launch and lift out, making sure that the yacht is fully protected against water intrusion and the rigging is properly secured. Cramer Marine's duty with respect to stepping a mast does not include tuning the rig or locking the turnbuckles. Owner agrees to fully inspect the yacht prior to moving the yacht from Cramer Marine's dock, and understands that when the Owner moves the yacht from the dock, the Owner assumes sole responsibility for the condition of the yacht and relieves Cramer Marine of any and all responsibility for the yacht.

(20) 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.

(21) 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 or equipment. 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.

(22) Cramer Marine will not provide tools or ladders.

(23) 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.

(24) 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.

(25) 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.

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

