

Dataw Marina Storm Haul-Out Reservation Program - 2020

Overview

The Dataw Marina Storm Haul-Out Reservation Program (the Program) is designed to help local boaters arrange for the care of their vessels in advance of a named storm which is predicted to or will likely have an adverse effect on Dataw Island and boats located in the water or on exposed boat lifts at the Dataw Marina. It is intended for the professional execution of a hurricane plan. The Program provides boaters with haul-out and storage within the Dataw Marina grounds. The Program is comprised of two categories: 1) vessels that are generally stored in water and require a travel lift to be removed; and 2) vessels that may be stored in water or on third-party lifts that can be removed with a forklift.

The Program is available to both Customers and Non-Customers of Dataw Marina. Space is strictly limited to no more than fifteen (15) vessels requiring travel lift haul-out and thirty (30) vessels requiring forklift haul-out. There is NO LIMIT to number of storms per year.

The implementation of this Program will be coordinated in conjunction with the Dataw Island Storm Management Plan. Dataw Management will evaluate potential storms and the likelihood of a named storm having a significant impact on the Dataw Marina. Dataw Management shall use its best efforts to target making a determination to initiate this Program five (5) days prior to arrival of the storm. Note: Such a timeframe is not always possible due to the unpredictable nature of weather and storms.

Plan Fees for 2020:

- \$1,500 per year for boats requiring travel lift haul-out. This fee allows Dataw to procure the necessary equipment to ensure that the participants in this Program have the materials (e.g., blocks, stands, chains, etc.) available to haul and store the vessels. It also helps cover some of the extensive labor involved with rearranging the yard in preparation to haul out vessels. There are no additional haul-out fees. Check with your insurance company for potential reimbursement in part or full.
- \$900 per year for boats requiring forklift haul-out. This fee allows Dataw to procure the necessary equipment to ensure the participants in this Program have the materials (e.g., bunks, racks, etc.) available to haul and store the vessels. It also helps cover some of the extensive labor involved with rearranging the yard in preparation to haul out vessels. There are no additional haul-out fees. Check with your insurance company for potential reimbursement in part or full.
- Should a named storm not necessitate haul-out during the contract period, each boat will receive one complimentary haul-out in December 2020, January 2021 or February 2021.
- For those boats not registered in the Program, haul-out fees will be \$2,400 for the travel lift and \$1,600 for the forklift in addition to the per-foot lift charges below. Space may be not available at all or may be extremely limited.
- Storage fees in the Dataw Marina yard will be included in above rates up to the point Dataw Marina is prepared to re-launch the vessel. Dataw Marina shall notify the Owner when the vessel is to be re-launched. If the Owner elects to leave the vessel in the Dataw Marina yard after this point, standard Marina yard storage fees will apply, whether or not work is scheduled.

Terms:

The parties understand that, due to unforeseen circumstances and despite the best efforts of Dataw Marina, haul-outs are not and cannot be guaranteed. Certain events that will prevent/preclude haul-out include, but are not limited to:

- Equipment failure of the lift(s)
- Injury to critical personnel operating the lifts
- Reduced preparation time due to the arrival of a fast moving and/or unpredicted/unpredictable storm
- Failure of the Owner to provide needed/required information regarding the vessel.

Once a storm event is declared by Dataw Marina, all normal Marina operations, including but not limited to boat launching for recreational use, will cease.

Boats that are hauled out for any reason within 5 days prior to Dataw Management declaring a storm emergency, that were not previously scheduled, will be subject to storage fees while remaining on land. Within 5 days of predicted east coast landfall by a named storm, no more maintenance haul-outs will be performed, and we will begin hauling out Program members' vessels.

Responsibilities of the Vessel Owner:

1. Sign the Storm Haul-Out Program Agreement. *Payment must be received* with the signed Agreement in order for Dataw Island Marina to place the reservation.
2. Adhere to all terms, conditions, rules and regulations of the Dataw Marina and the Storm Haul-Out Program Agreement.
3. Maintain appropriate insurance for the vessel. Dataw Marina shall require copy of the current and active liability insurance policy for any vessel participating in this Program. Dataw Marina shall not be responsible for any loss or damage to the vessel, including theft, whether the vessel is in the water or stored on land.
4. Be responsible for providing current and accurate contact information and keeping it updated at all times, including the contact information as to the person responsible for delivering the vessel for haul-out. Failure to provide accurate and up-to-date information may prevent vessel from being hauled.
5. Delivering the vessel for haul-out according to the direction of Dataw Marina. **TIME IS OF THE ESSENCE.** When Dataw Marina declares a storm event, Owners will be given a specific time to have the vessel at the Marina and ready for haul-out. Vessel must be delivered at that time, or the Owner will forfeit that time and must wait until all other vessels in the plan are hauled out. This could result in an Owner's vessel not being hauled out. Dataw Marina shall determine, in its sole discretion, haul-out sequences based on a number of factors including, but not limited to the complexity of the haul-out, water current, tide schedule, drafts, storage yard layout, etc.
6. Prepare the vessel for haul-out and the storm, including but not limited to securing or removing all rigging, sails, equipment, and accessories on the subject vessel, or otherwise contracting with a third party to perform such required work. Dataw Marina personnel will not be available for these preparations. **Of Note:** If the vessel is not properly prepared for the storm and, in the opinion of the Harbor Master, is considered a hazard to other vessels in the storage yard, Dataw Marina reserves the right, in its discretion, to engage third-party contractors to properly prepare the vessel, the cost of which shall be at the Owners sole expense.

7. As electrical service is not provided as part of this Agreement, Owners are responsible for the emptying of refrigerators, freezers, etc., of all perishables, and securing all other items remaining on the vessel that may require continuous electrical service.
8. Arrange for vessel pickup according to the notice from Dataw Marina.

Responsibilities of Dataw Marina:

1. Prepare the Marina facility for hurricane haul-out and storage.
2. Provide sufficient storage space for the vessels under the Program.
3. Notify the Program Members of implementation of this Program using provided contact information currently available to the Marina.
4. Establish the haul-out schedule. The haul out schedule will be determined at the sole discretion of the Dataw Marina.
5. Revise haul-out schedule if Program Members do not deliver vessel when scheduled. Report such schedule changes to the office for customer contact.
6. Haul, block and store boats. The hauling and blocking procedure shall be coordinated with the on-site boat repair outfit by Dataw Marina. All storage will be directly handled by Dataw Marina.
7. Inspect all stored boats for security of all rigging, equipment, and/or accessories prior to the storm. Notify Owners of any discrepancies and obtain Owners' plans to correct the discrepancies.
8. Notify impacted Owners of any issues with, or cessation of haul-out activities.
9. Inspect all customer ground anchoring to ensure that it does not impact haul out operations or other vessels. Any ground anchoring or tie downs shall be the responsibility of the Owner.
10. Secure Marina facility upon evacuation.
11. Secure the Marina post-storm in the event of damage to the facility. Establish access control procedures for authorized government agencies, boaters, boaters' insurance agents and authorized contractors for repair and/or salvage activities.
12. Report any damage to stored boats of Program Members as soon as practical upon return to the Marina after the storm. Take reasonable and prudent measures to prevent further damage.
13. Establish a re-launch schedule and re-launch vessels subject to the schedule. Members will receive a one week grace period in the yard prior to any storage fees being applied. Program vessels may be placed in alternative locations in order to allow the Marina to free up storage space in order to facilitate salvage operations, repair the facility, or return to normal operations. Vessels that are not removed according to the re-launch schedule may be placed in wet-slips or dry storage, at the sole discretion of the Marina, with the vessel Owner being responsible for such additional fees at Marina rates.
14. Notify the Program Members of the re-launch schedule using contact information currently available.

Dataw Marina Storm Haul Out Reservation Program Agreement

This **Dataw Marina Storm Haul Out Reservation Program Agreement** (“Agreement”) is for Owner Account # _____ commencing on January 1, 20____ and ending on December 31, 20____.

Agreement Fee payable in advance.

Boat Owner: _____ Email _____

Owner’s Address _____

City: _____ State: _____ Zip Code: _____

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

Credit Card Information:

Type of Card: _____

Number: _____ Expiration: _____ CSV: _____

Or

DIOA Member Number: _____

I have provided the above credit card information, of which I am an authorized user and the responsible party for payment, to be held in my account file as guarantee of payment for all storage fees, service, and merchandise charges which are applied to my account. I agree to the charge and collection processes of Dataw Marina and authorize them to charge the past due balance of my account to this credit card should my account become more than 30 days past due. I will notify Dataw Marina if this credit card is closed out and provide them with new and current credit card information to which they may use to guarantee my account balance. The failure of the credit card company to accept charges to my credit card for any reason may result in the account being sent to collection immediately.

Vessel Information:

Make: _____ Model: _____

Length (LOA): _____ Draft: _____ Beam _____

Registration: _____

This Agreement is subject to the terms of the Dataw Marina Storm Haul Out Reservation Program.

By: _____
Boat Owner Date

By: _____
Dataw Marina Date