



Twin Lakes Management Co.

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Lake McClure

Marina Resorts & Recreation

McClure Point Boatyard

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(209) 354-2957 fax (209) 378-2445
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Boatyard Services Contract

Vessel Hauling, Building, Maintenance, & Repair Services Agreement

This Contract Agreement for Boatyard services relating to the Vessel and Property described herein and in Section 2 (Vessel Description) below, and the attached Schedule A (Proposal & Scope of Work) is entered into by and between the named Vessel Owner identified below in Section 1 ("Vessel Owner") and the Twin Lakes Management Company, Inc., dba: McClure Point Boatyard (the "Boatyard"). This Contract Agreement is made effective on the date referenced below, and is intended to cover the services and consideration described herein, including any subsequent "Change Orders" with amended Proposals and Scope of Work which are attached herewith and made a part hereof.

ALL Boatyard Services and Fees shall be charged to the Vessel Owner, and shall be their sole and complete responsibility, based on the most current **Boatyard Rates and Fees** schedule, or as specifically proposed on Schedule A of this contract.

Effective Date of Agreement: _____

(1) Vessel Owner:

Vessel Owner(s) Names: _____
(Registered Vessel Owner)

Vessel Owner Address: _____
(Billing Address)

Home Phone: _____ Other Phone: _____

Email : _____

Emergency Contact: _____
(Name, Phone Number, etc)

(2) Vessel Information:

Vessel Name: _____ Type: _____

Registration (CF) #: _____ State: _____

MID Permit # / Date: _____ / _____ Builder: _____

Vessel Age: _____ Length (LOA): _____ Beam: _____

Engine Type: _____ Drives: _____

Hull / Pontoon Type / Quantity _____

(3) MID Lake Permit & Boatyard Requirements:

This Contract Agreement and the initial Proposal and Scope of Work shall be initiated and signed PRIOR to any haul-out from the Lake and/or entry into the Boatyard.

A “Haul-Out / Launch Approval Letter” from the MID Parks & Recreation Department shall be obtained by the Vessel Owner and provided to the Boatyard prior to haul-out and/or launch of any vessel on Lake McClure.

Houseboat / Vessel holding tanks MUST be pumped out before haul-out removal from Lake McClure

All houseboats on Lake McClure shall clearly display the appropriate MID Permit number (3” minimum height) on all pontoons, holding tanks, and motor pods.

Insurance, as set forth in section 6, below.

(4) Terms and Conditions:

The Boatyard hereby proposes to furnish materials and labor to perform the specified Scope of Work described in the attached “Schedule A”.

Unless specified otherwise, any and all permits, engineering, and architectural design considerations and costs shall be outside of and separate from this Agreement.

All materials shall be obtained and provided in the attached “Schedule A” in ‘as-is’ condition. Vessel Owner warrants and represents that Vessel Owner has superior knowledge and expertise to Twin Lakes Management Company as to the scope of work and materials necessary for the services contemplated herein. Once materials are obtained and prior to its use or installation on Vessel, Vessel Owner shall have five (5) calendar days to inspect the same and to either accept or reject materials. Failure to inspect within five (5) days, or acceptance by Vessel Owner of the materials, shall be conclusive evidence of Vessel Owners acceptance and approval of the materials. All work done by the Boatyard will be performed in accordance with the specifications provided by Vessel Owner and included in this Agreement, and/or subsequent Change Orders. The Twin Lakes Management Company provides no guarantee or warranty of any kind or nature with regard to materials provided or work performed, and Vessel Owner hereby expressly waives any such guarantee or warranty, whether express or implied.

Vessel Owner agrees that any claims against Twin Lakes Management Company arising from or relating to this Agreement shall be strictly limited to the restitution of fees and costs paid by Vessel Owner under this Agreement. Vessel Owner hereby disclaims any and all consequential damages, including, but not limited to, loss of use, replacement costs, storage or docking fees, interest, loan payments, or lost profits.

Vessel Owner Initials: _____

The Proposal price is based on the Scope of Work described in the attached “Schedule A”. Changes either by design and/or engineering considerations, unknown site or vessel conditions, and/or Vessel Owner modifications will require a “Change Order”, and may involve additional charges and deposit(s), and time requirements.

A \$100 fee will apply to all “Change Orders”.

Any alterations or deviations from “Schedule A” involving additional costs will be executed only upon written approval of a “Change Order” from and by the Vessel Owner, and will result in additional charges over and above the original Proposal price. Notwithstanding the foregoing, Vessel Owner agrees to pay to Twin Lakes Management Company the TLMC defined value of any labor and materials actually provided by Twin Lakes Management Company at the request of Vessel Owner, in addition to labor and materials delineated by this Agreement.

All fees and charges associated with this Contract Agreement shall be as posted or provided to the Vessel Owner in the Boatyard Rates & Fees schedule, whichever is dated later. The Boatyard reserves the right to amend rates and fees upon a thirty (30) day notice by posting in a conspicuous place and by written notification to Vessel Owners as defined in this Contract Agreement.

The total price of all specified materials, labor, and other costs under this Contract Agreement, shall not exceed \$ _____, except as provided above and in approved Change Orders. Notwithstanding the foregoing, Vessel Owner agrees to pay to Twin Lakes Management Company the reasonable value of any labor and materials actually provided by Twin Lakes Management Company at the request of Vessel Owner, in addition to labor and materials delineated by this Agreement.

Payment for materials, labor, and other costs shall be made to the Boatyard as follows:

- An initial Deposit equal to 50% of the total estimated materials and 10% of the estimated non-material scope of work price specified in "Schedule A" shall be paid upon acceptance of this Contract Agreement and held until completion of work performed under this Contract Agreement. *The Deposit amount shall be deducted from the final amount due upon completion of the Scope of Work.*
- Materials received, work in progress and completed work shall be billed to the Vessel Owner at the end of each calendar month and upon completion of the Scope of Work, and all payments shall be due and payable within ten (10) days of invoice date.
- Payments for the TLMC defined value of labor and materials provided by Twin Lakes Management Company at the request of Vessel Owner outside of those delineated by this Agreement shall be paid within 30 days of invoicing therefore.
- All fees and charges, including fees for boat launching and transportation, shall be paid, in full, PRIOR to the release of the Vessel from the Boatyard.
- Vessel must pass MID inspection, and TLMC inspection PRIOR to the release of the Vessel from the Boatyard.
- Balances not paid per the above terms, and past due more than 30 days shall be subject to a \$25 Late Fee and interest charges of 1% per month.

Vessel Owner Initials: _____

Under the California Mechanic's Lien Law, any contractor, laborer, supplier or other person or entity that helps to improve property, but is not paid for their work or materials, has a right to place a lien on the property and pursue other legal remedies. Vessel Owner hereby grants to Twin Lakes Management Company a Lien upon the Vessel described herein as security for payment of any unpaid fees or obligations due to the McClure Point Boatyard, and understands and agrees that if necessary, said Lien shall be satisfied by the sale of the Vessel as set forth in California Civil Code, Sections 3071 through 3074, inclusive, as applicable to the Vessel, and that additionally, the Boatyard may proceed alternatively with an action in Unlawful Detainer.

Vessel Owner Initials: _____

(5) Specific "Do-It-Yourself", "Self-Service", and "Outside Vendor / Contractors" Rules & Restrictions:

Lake McClure Vessel Owners and others are under no obligation to utilize the McClure Point Boatyard services for work or repairs made to their vessels. In its sole discretion, the Boatyard may provide "Do-It-Yourself" and "Outside Contractor" work space in the Boatyard if available.

In order to minimize liability, and ensure a safe and efficient workspace for all vessel owners and Boatyard staff, the Boatyard has very specific and stringent rules and restrictions on the performance of work to Vessels and other property within the Boatyard premises to be done by Vessel Owners, their employees, and others, including Outside Vendors and /or Contractors.

- Vessel Owners, their immediate family, and properly hired, insured and supervised employees of the Vessel Owner may be given access to the Boatyard during **regular posted** Yard Hours after properly checking-in with the Boatyard Office, and may be allowed to perform certain PRE-APPROVED “Do-It-Yourself” work.
 - If access is allowed and work approved, a list of immediate family members and employees, proof of Workers’ Compensation Insurance coverage, and a waiver of liability for each family member, employee and contractor shall be provided to the Boatyard in the form attached herewith.
- Outside Vendors / Contractors under Contract with the Vessel Owner, must agree to comply with all of the provisions of the Twin Lakes Management Company – **Outside Vendors / Contractors Service Agreement**. Upon signing an Outside Vendors/Contractors Service Agreement, the Outside Vender/Contractor hired by Vessel Owner may gain access to the Boatyard and the Vessel during regularly posted Yard Hours after properly checking in with the Boatyard Office, and may perform certain PRE-APPROVED work under “Contract” with the Vessel Owner as described in the attached “Schedule A”.
 - A copy of the “Contract” shall be provided to the Boatyard and attached herewith.

Vessel Owners shall keep Boatyard space clean and free from potential safety, environmental and other hazards, and debris. ALL waste material shall be properly disposed of on a daily basis – at no time may lose materials or debris be left or allowed to blow about. Any and all materials must be stored within the area of the assigned work space and no more than five (5) feet beyond the outside edge of the Vessel.

- Vessel Owner is responsible for the appropriate removal and disposal of all chemicals, paint, oil, gas, batteries, and other potential pollutants and debris. Removal and disposal of such materials shall be completed to the satisfaction of the Boatyard, and all such materials shall be disposed of by the Vessel Owner in compliance with County, State, and Federal guidelines and law.
- Vehicles, small boats, and trailers may not be stored or left on site.

The Boatyard reserves the right to remove and dispose of any materials or other objects left in violation of this policy and to charge the Vessel Owner for such work and disposal costs.

No exterior spray painting shall be allowed or performed at any time.

Work may be performed only during regular posted Yard Hours as posted at the Boatyard Office, or as provided under special arrangement with the Boatyard.

Vessel owner and others shall not use the Houseboat / Vessel facilities, including showers, sinks, toilets, stoves/ovens, bbq’s or grills, etc, while within the Boatyard area - No overnight occupancy or stays are allowed.

No alcohol or illegal drugs shall be brought onto or consumed on the Boatyard premises.

With the exception of pre-approved service animals, no pets shall be allowed on the Boatyard premises.

Vessel Owner is responsible for monitoring and controlling the behavior and compliance with all Boatyard policies and rules by their guests, employees, Contractors, and other invitees.

Vessel Owner Initials: _____

(6) Insurance Requirements:

Before the Vessel is loaded and pulled from Lake McClure or transported and delivered otherwise to the Boatyard facilities, Vessel Owner, at the Vessel Owners' sole cost and expense, shall provide proof of insurance for their Vessel, and shall maintain at all times during the term of this Contract Agreement a policy of appropriate Marine Insurance with an insurance company acceptable to Twin Lakes Management Company. Said insurance coverage shall include liability protection and indemnity with a limit of not less than \$500,000 per occurrence; property insurance covering at least 100% of the actual replacement cost value of the Vessel (including all gear, equipment, and personal property on board and at the premises), damage by fire, extended peril coverage, vandalism, burglary, and theft.

Vessel Owner shall provide the Boatyard with certificates of insurance evidencing coverage as specified above, and naming the "Twin Lakes Management Company, Inc" as an "**Additional Insured**" or other substantially similar verbiage, including the proper endorsement. Said certificate shall have an expiration date of no sooner than 60 days from issue. All policies of insurance shall require that the Additional Insured be provided at least thirty (30) days advance notice of any amendment, cancellation or termination.

Vessel Owner hereby releases the Twin Lakes Management Company, its agents, management, and employees from any and all claims for injury, damage or loss to the Vessel, its owners, guests, and others, and all property in, on, or about the premises and Boatyard that are caused by, or result from perils that are or would be covered under one or more of the required insurance policies, and hereby waives any and all rights of recovery against the Boatyard and Twin Lakes Management Company in connection with any occurrence that would be covered by any such insurance policy.

(7) Hold Harmless:

All reasonable care will be taken by the Twin Lakes Management Company, dba: McClure Point Boatyard to protect the Vessel Owners property and safety. However, the Boatyard assumes no responsibility and will not be liable for fire, theft, or other damages to the Vessel or other property, except due to the gross negligence of the Boatyard.

Vessel Owner hereby agrees to hold the Boatyard and Twin Lakes Management Company, and its owners, agents, managers, and employees harmless from any and all claims resulting from Vessel Owner's occupancy or use of the Boatyard premises, amenities, and facilities, and from any activity, work, access, or actions, which may be permitted or suffered by the Vessel Owner, and their family, guests, and other invitees or visitors in or about the Boatyard area. Vessel Owner hereby assumes all risk of damage to property, and injury to persons from any cause in the Boatyard area and waives all claims against the Boatyard and Twin Lakes Management Company in respect to said damages, excepting where said damages arise from the gross negligence of the Boatyard.

(8) Moving of Vessel:

The Vessel Owner hereby grants the Boatyard authority and permission, in the event of an emergency, Yard construction or maintenance, and other Yard management requirements, or in the event of any violation of this Agreement by the Vessel Owner, to move the Vessel to any other work or storage space within the Boatyard premises.

- In the event of the Owners violation of Terms or upon the request of the Vessel Owner such work will incur additional fees and charges.

(9) Emergency Access:

The Boatyard reserves the right to board or delegate approved agents to board any vessel at any time for emergency, safety, and regulatory compliance purposes while in the Boatyard area.

- Fees and charges for such services may be assessed by the Boatyard and other service and regulatory agencies.

Vessel Owner Initials: _____

(10) Mediation:

Any Party hereto may request mediation of any dispute arising out of any of the terms, provisions, or conditions of this Contract Agreement. The mediation shall be non-binding and shall be held in Merced, California, before a mediator agreed upon by all Parties.

The mediation shall be commenced by any Party making a written demand for mediation and serving the demand on the opposing Party by personal service or first class US Mail. Within fifteen (15) days after such demand is made, the Parties shall mutually select a mediator.

The Parties to the mediation shall equally share the costs of the mediation, however, no Party shall be required to pay more than \$2,000.00 in connection with any single mediation under this Contract Agreement unless such Party agrees to do so in writing. Participation in the mediation shall not adversely affect any right or legal remedy the parties hereto may otherwise have.

Should a mediation not be successful in resolving any dispute, and should it become necessary for Twin Lakes Management Company to employ an attorney for any purpose, including the enforcement of any provisions of the Contract Agreement, or for causing the removal or sale of the Vessel described herein, the Vessel Owner agrees to pay all reasonable attorneys fees and court costs and other fees incurred by the Boatyard and Twin Lakes Management Company in connection herewith.

(11) Acceptance and Approval:

This Contract Agreement and the attached Proposal and Scope of Work may be withdrawn by Twin Lakes Management Company, Inc, without Notice, if not accepted and approved by all parties within 15 days from the date signed by TLMC/Boatyard below.

The Vessel Owner agrees that all prices, specifications, terms, and conditions of this Agreement are satisfactory and are hereby accepted. The Vessel Owner further agrees and authorizes the Boatyard to proceed with all work proposed and agrees to make all payments specified in this Contract Agreement.

Vessel Owner Signature: _____ Date: _____

Printed Name: _____

TLMC / Boatyard Signature: _____ Date: _____

Printed Name: _____

Notice of Buyers Right of Cancellation

The Vessel Owner (Buyer) may cancel this transaction without any penalty or obligation within three business days of the Effective Date first written above. Any payment made by the Buyer for work NOT completed at the time of Cancellation shall be returned to the Buyer within ten (10) days of receipt by the Boatyard of said Cancellation Notice.

Upon cancellation Buyer shall return any and all materials, parts, and other goods, in substantially as good condition as when received or installed. Such goods shall be made available to the Boatyard for return immediately upon cancellation. If the goods are not picked up by the Boatyard (Seller) within 20 days of the Notice date, Buyer may retain or dispose of the goods without any further obligation.

If the Buyer fails to make all returnable goods available for pickup or return, then Buyer shall remain liable for all obligations under this Contract.

To CANCEL this transaction, a signed and dated copy of this Cancellation Notice, or any other written Notice of Cancellation, must be personally delivered to Twin Lakes Management Company, Inc., 8044 Lake McClure Road, Snelling, CA 95369, not later than midnight of the third business day after the Effect Date of this Contract Agreement first written above.

NOTICE:

I Hereby Cancel This Transaction and Contract.

Date: _____

Buyers Name: _____

Signature: _____