

RATE CARD

2010-2011 SEASON

DEDICATED TO THE FINEST SERVICE AVAILABLE FOR YOUR SAIL OR POWER BOAT

LABOR RATES

Rates Do Not Include Materials

Mechanical	\$95.00/HR
Rigging	\$80.00/HR
Electronics & Electrical	\$95.00/HR
Carpentry	\$80.00/HR
Fiberglass & Gelcoat	\$80.00/HR
Finish Work	\$75.00/HR
Canvas	\$70.00/HR
General Yard Labor	\$60.00/HR
Cleaning Rate	\$55.00/HR

STORAGE RATES

Storage Includes: Haul/Launch, bottom wash and jackstands

Winter Storage Season October 15-May 15

Outside Storage	\$5.50/SQF
Inside Storage	\$10.50/SQF
Tender Storage (incl. haul/launch)	\$500
Summer Outside (mast additional)	\$2.50/SQF (\$500 minimum)
Summer Inside (mast additional)	\$4.50/SQF
Mast Storage (summer on-site only)	\$250
Summer Dinghy Space at dock	\$500/EA (storage customers)
Battery Storage & Maintenance	\$40.00/EA
Battery maintained on board	T/M
Furler Storage (labor additional)	\$60.00/EA

SLIP AND MOORING RATES

Season: May 15-October 15

2010 Slip/Mooring Rates to be published in January, 2010

Slips (30-foot minimum rate)

Seasonal	\$220.00/LF
Nightly	\$ 2.50/LF
Weekly	\$12.00/LF

Transient Moorings

Overnight	\$25
-----------	------

T/M = Time and Materials

SQF = Square foot area determined by overall length x beam

LF and LOA/ Linear Foot and Length Overall = Overall boat length

as measured by Manchester Marine including bow sprits, platforms, outboards, etc.

SUBJECT TO CHANGE WITHOUT NOTICE

Manchester Marine Corporation, P.O. Box 1469, Manchester, MA 01944
rev.7/10

SELECTED FLAT RATES

Rates Do Not Include Materials

Buff Topsides	\$16.00/LF
Clean/Wax Smooth Surfaces on Deck	\$16.00/LF
Polish Metal on Deck	\$9.00/LF
Sand & Paint Bottom:	
Up to & including 25 feet LOA	\$16.00/LF
Over 25 feet LOA	\$18.00/LF
Cover (includes door)	\$18.50/LF
-Trawlers and boats with Awlgrip, Tower, Flybridge, Davits, may be charged T/M	
Uncover	\$7.00/LF
Shrink Wrap Disposal Fee	\$15.00
Hazardous Waste Disposal	\$4.00/gallon

HAULING FOR REPAIRS

Haul or Launch (One Way)	\$7.00/LF
Haul, Block & Launch	\$10.00/LF
Short Haul (round trip)	\$7.00/LF

OUTBOARD ENGINES

Rates Do Not Include Materials

Up to & incl. 15 HP (Winterize and Spring Tune-up)	\$175
Over 15 HP (Winterize only)	\$200.00/EA
Over 15 HP (Commission & test run)	T/M
I/O's	T/M

EQUIPMENT CHARGES

Bottom Washing	\$5.00/LF
Crane Charge (One Hour Minimum, incl. operator)	\$100.00/HR

ADDITIONAL SERVICES

Yacht Delivery	Quote
----------------	-------

PLEASE REFER TO OUR TERMS AND CONDITIONS

Tel: (978) 526-7911 FAX (978) 526-8638

www.manchestermarine.com



Manchester Marine

TERMS AND CONDITIONS

*Dedicated to the finest service available
for your sail or power boat.*

July 2010

**MANCHESTER MARINE CORPORATION
TERMS AND CONDITIONS**

For the purpose of this document the terms "Manchester Marine," "our," "we" and "MMC" reference Manchester Marine Corporation in Manchester, Massachusetts including slips and moorings at our facility. This document applies to all customers, boat owners, boat operators, guests, vendors, contractors and all others doing business with Manchester Marine or on its property and to those claiming by or through any one or more of them (collectively "Customer(s)") and to all boats worked on, stored or located on land and/or in slips or on moorings at our facility.

PAYMENT POLICIES

All boat owners and Customers desiring services or credit must have an approved credit card number on file with the MMC office in advance, VISA or MasterCard only, to be used with customer approval.

Invoice amounts are due upon receipt. Unless we are notified of any discrepancy in writing within 15 days of the invoice receipt, we assume the invoice to be correct. MMC encourages standing approval for automatic payment of invoicing with on-file credit card.

All Customer accounts must be paid in full in order to request (1) a Fall haul date (2) a Spring delivery date (3) Winter storage or (4) a reserved slip space.

Deposits or prepayments are required under the following circumstances:

1. To request winter storage, a 50% storage deposit is due with a Storage Reservation Agreement.
2. When initiating significant repair work or a major materials purchase (over \$1,000).
3. For boat transport customers, prepayment is due prior to launching/hauling. (Customer Service will call with estimated amount).
4. To reserve a slip, full payment is due with a signed Slip Rental Agreement.
5. To remove a boat from our Custody and Care with an account balance due, authorized credit card prepayment is required.
6. Other circumstances at the sole discretion of MMC.

Payment received more than 45 days after the invoice date will be subject to service charges, as indicated on the monthly account statement, of 1.5% per month (18% A.P.R.) on all outstanding balances. There will be a 2% service fee for all credit card charges over \$10,000.00.

MMC reserves the right to use outside collection resources including without limitations collection agencies and attorneys as per our condition of sale or services. Customers shall pay upon demand all costs, damages, charges and expenses, including legal expenses and reasonable attorneys' fees, incurred by MMC in collecting any unpaid balances.

INSURANCE AND LIABILITY

Boats are not insured by MMC against loss or damage, however caused. The customer agrees to and shall insure the boat with complete marine coverage including public liability protection in amounts and by carriers acceptable to MMC at all times during the slip rental period and while the boat is on MMC property. The customer hereby releases and agrees to indemnify and hold harmless MMC, its agents and/or employees from any loss, cost, suit or claim (including reasonable attorneys' fees) arising out of any use by the customer of, or in any way related to, MMC property or services, including without limitation, slip or storage space and any handling of boats. MMC and its employees, officers and agents shall not be liable for any loss or damage to boats stored, moored or in slips, however caused.

Storage, slip rentals and service will be contingent upon receipt of a copy of the customer's current and valid Certificate of Liability Insurance, naming Manchester Marine Corporation as Certificate Holder and indicating General Liability Insurance coverage in an amount not less than \$300,000 with carriers acceptable to Manchester Marine. Such policy shall remain in full force and effect during all times a customer's boat is at Manchester Marine. Owners must plan and schedule hauling and launching activities for their boats in accordance with effective dates of applicable insurance coverage. MMC will not haul, launch or harbor boats without valid insurance coverage.

Manchester Marine reserves the right to increase the amount of required insurance at any time. A copy of the Certificate will be required to be submitted annually for each new storage or slip season or whenever the policy expires, whichever comes first. It is the customer's responsibility to update insurance information on file with MMC.

GENERAL POLICIES

Customers shall keep MMC promptly informed of all changes of address and/or telephone numbers or other contact information. Rubbish, garbage, gasoline, oil and sanitation waste shall not be discharged into the water or on MMC property. Trash receptacles are located on shore. Customers shall not place supplies, materials, accessories or debris on walkways, and shall not construct thereon any steps, lockers, chests, cabinets or other structures without prior MMC approval. No charcoal fires or open fires of any kind are allowed anywhere on MMC property. No combustibles shall be stored on MMC property. MMC reserves the right, in its sole discretion, to surcharge the customer for any direct, additional utility costs occasioned by excess utility requirements of the boat.

Young children shall be accompanied by adults at all times. Permanent living on board is not permitted by MMC at the docks or in the slip basins. Dogs or pets will be admitted to MMC property only under leash and the customer is responsible for cleaning up any droppings. Dogs and pets will only be permitted if they do not disturb employees or customers. MMC reserves the right, in its sole discretion, to deny access to any animal deemed to be a nuisance, threat or potential nuisance or threat. Parking will be provided on a first-come basis in approved areas. MMC makes no guarantee that parking will be available at any particular time.

Labor Estimates and Work Scheduling: Estimates will be provided when requested. While we will take all necessary steps to provide accurate Estimates, the fundamental quality of boat repairing makes it impossible to be perfectly accurate. Due to the inexact nature of estimating, MMC reserves the right to invoice up to 15% over the provided estimate. We will make every reasonable effort to notify the customer in the event of anticipated variances ahead of time. Under NO circumstances are "Estimates" to be interpreted as "Fixed Price" or "Not-To-Exceed" Quotes. MMC cannot guarantee completion of any major winter project work authorized after December 31. Work requested after March 15th may jeopardize requested spring delivery date. MMC supports the standards of the American Boat and Yacht Council (ABYC).

Warranty Policy: MMC warrants its labor performed to be free of defective workmanship for a period of one (1) year from the date such labor is furnished provided the boat on which such work is performed is operated and maintained according to the manufacturer's instructions under normal non-excessive conditions. We will repair or replace (at our option) defects in our workmanship upon approval from management. CONTACT MMC OFFICE TO ARRANGE FOR WARRANTY SERVICE. Warranty labor is to be performed at our yard. Vessel delivery is at the owner's expense. In the event this is not possible, our technicians may travel to a boat to perform warranty work, provided owner agrees to prepay for travel time at ½ then current normal labor rates, plus mileage. Materials provided by MMC and which are covered under separate warranties are not covered under this warranty. This is a LIMITED WARRANTY. EXCEPT AS EXPRESSED HEREIN, MANCHESTER MARINE DISCLAIMS ALL WARRANTIES EXPRESSED OR IMPLIED INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY APPLIES ONLY WHILE THE BOAT IS IN USE IN THE UNITED STATES. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

THIS WARRANTY IS LIMITED TO REPAIR/REPLACEMENT (AT MMC OPTION) OF DEFECTS IN OUR WORKMANSHIP ONLY AND SHALL IN NO EVENT EXTEND TO INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES.

Because of potential warranty situations, MMC reserves the right to refuse installation of customer-supplied equipment. MMC may add an \$8/HR surcharge on the labor time to install customer-supplied equipment.

Environmental Policy: Customers shall not discharge any trash, rubbish, holding or gray water tanks or other substances on yard land or surrounding waters. No flammable or combustible materials shall be stored on yard property, including gasoline in portable tanks. MMC reserves the right to impose environmental surcharges for activities that generate hazardous waste. Customers must follow our Environmental Policy, a copy of which is available in our office upon request.

Smoking Policy: Smoking on site is limited to the area at the Northwest corner of the lower (front) shed indicated by the painted line on the asphalt. Owners may smoke on their boats, but not within 50 feet of the fuel dock.

Hurricane Policy: In the event of severe storm or hurricane, MMC will attempt, if practical and possible, to make reasonable preparations and to provide damage

prevention service, the costs for which will be pro rated over all the boats that have received any such service. However, the customer shall continue to be solely responsible for taking all emergency measures possible, and MMC does not assume any responsibility for the protection of or for any damage to boats. Refer to our Hurricane Plan document available in our office upon request.

Vendors and Contractors: Although MMC does not prohibit customers from retaining outside vendors to work on boats stored outside, we require prior approval for each such vendor and the vendor, if admitted, will follow the 'Outside Vendors/Subcontractor Rules and Policies' available at the MMC office. Minimally, a Certificate of Liability Insurance (minimum of one million dollars in coverage), naming Manchester Marine Corporation as Additionally Insured, is mandatory and must be provided BEFORE work can commence. Also, a Tax Identification number must be supplied prior to the start of any work.

SLIP AND MOORING POLICIES

The Slip Reservation Agreement is not valid until MMC has signed the acknowledgement line and returned a copy of the Agreement to the Customer. MMC shall have a lien against all boats, and may retain the same, its appurtenances and contents, for all unpaid sums due MMC including without limitation for use of dock facilities, labor, storage or other services (and for reasonable attorney's fees and costs of collection incurred with respect to such unpaid sums), or for damage caused or contributed to by the boat or by the customer, or his employees, servants, agents or guests, to any docks or property of MMC or any person at Manchester Marine. Slip charges are based on Length Overall (LOA) as measured by MMC.

Conduct: Each customer should be well aware that MMC is adjacent to residential property. Customers shall not engage in any disorder nor permit the emission of any objectionable noise or odor; nor engage in conduct which is disrespectful, profane, dangerous or which might cause harm or injury to persons, property or the reputation of MMC; nor make, allow or suffer any waste; nor engage in conduct or make any use of the MMC property or slips which is improper, offensive, disturbing to residents or contrary to any law, ordinance or MMC policy. Any violation of the same shall, at the sole discretion of MMC, be cause for immediate removal of the customer's boat from the slip basin, the termination of any rental agreement with such customer without refund and the temporary or permanent expulsion of any person or persons which MMC, in its sole discretion, deems responsible. If the customer fails to remove the boat within three (3) days of notice so to do, MMC reserves the right to remove the boat at the customer's expense. All boats shall be secured in their berth in a manner acceptable to MMC.

Transfers: Slip and mooring rentals are not transferable, even in the event of a bona fide sale of the boat, without the prior written consent of MMC. If the customer vacates the slip or mooring for more than two nights, he will notify MMC so that we may use the slip for other purposes. The customer will not rent the slip or mooring to another person.

Tenders/Skiffs: Tenders and skiffs may be stored only on boats or at our tender float for a fee and is available only for MMC winter storage customers. MMC reserves the right to decline dockage of tenders and/or skiffs based on their size. All

docked tenders must be registered with our office. Unregistered tenders may be hauled at customer's expense.

Keys: Owners of boats on moorings or at slips will provide MMC a set of hatch keys (or lock combination) and ignition keys for security inspection, emergency response or delivery of service.

Fueling: All fueling will be done at the service float. The service float is to be used only for fueling and for picking up or discharging guests. TEN MINUTE LIMIT.

Access: MMC reserves the right to deny access to its property to any person or to terminate its Rental Agreement at any time in its sole discretion including without limitation for breach of the Terms and Conditions contained herein as may be amended from time to time. In the event of such termination MMC's liability shall strictly be limited to refund of a pro rated portion of the rental fee to the owner. In no event shall MMC be responsible for any incidental, consequential or special damages. Slip customers are requested to display stickers on their vehicles when on site.

STORAGE POLICIES

All boats are measured at haul-out to determine Length Overall (LOA), including bowsprits, outboards, etc. Storage charges are based on LOA as measured by MMC.

Storage Period: The winter storage charge is valid for up to thirty weeks continuous storage (October 15 through May 15). One Fall haul-out and one Spring launch are included in storage charge during this thirty-week period. Any haul/delivery date quoted is given in good faith but is not guaranteed. Storage agreement is valid until the boat is launched or leaves MMC property. The customer has three (3) days after the boat is launched to remove the boat from MMC docks/moorings. After three days, unless the customer has made arrangements, the customer will be charged the full dockage/mooring rate. Storage Agreement is extended and renewed (new billing) at the option of MMC into subsequent seasons. Summer Storage does not include haul/launch service. Summer storage is only permitted for one (1) season. All boats must be launched or removed from MMC property after two successive winter storage seasons surrounding one summer storage season.

Requirements: In order to accept any storage reservation for consideration, MMC will need to first receive full payment of all outstanding account balances, including accumulated service charges. MMC will also need to receive:

- a) Payment of 50% of the estimated or actual winter storage charges;
- b) A signed storage agreement;
- c) Copy of certificate of insurance showing liability coverage described under INSURANCE AND LIABILITY.

We will attempt to follow a customer's preference regarding winter storage location, but the final decision will be made by MMC. Each year, availability of indoor storage space will be determined by MMC.

Do-It-Yourself Customers (DIY): While MMC does not discourage DIYs; we do not encourage them either. In order to provide the significant level of service appreciated by the majority of our customers, the yard needs to maintain a critical mass of talented trades people. This can only be accomplished by optimizing the use of yard employees to perform on-site work. The following guidelines therefore apply:

Boats stored inside: MMC will perform all maintenance and repair work on the following: Engine and mechanical systems; Spars and rigging; Topsides; Bottom and exterior brightwork. Because of insurance restrictions, customers will not be permitted to perform any work while boats are stored in buildings or lifts. All materials must be purchased through MMC.

Boats stored outside: MMC will minimally perform main engine decommissioning and re-commissioning and retains the right to perform all work on spars in storage at the yard. MMC will not be responsible for water or weather damage (including snow load) in or on any boats left uncovered or covered by customers, or when covered by MMC personnel in severe weather situations. MMC's policy is that yachts will not be stored with the mast(s) stepped or with any mast placed on deck. For environmental reasons, owners are not permitted to sand or paint their boat bottoms on MMC property.

Boats not stored on site: Boat transport customers will not be allowed to perform any work on their boats while the boat is on MMC property. In order to insure adequate space in our loft, MMC will only store masts for boats that are stored on our property. All boat transport customers must comply with black-out dates for Spring launching and two week notice for requested launch date. Owners must provide a Certificate of Insurance in order to obtain haul/launch service. Additional terms will be provided as applicable to owners who store their boats off site.

Fire Safety: For the safety of our personnel, all boats in storage or docked at MMC are required to have certified Fire Extinguishers on board at all times. All handheld Fire Extinguishers and fixed systems on storage boats will be inspected annually at the customer's cost to confirm basic fire safety is available on each vessel. Per order of the Fire Marshall, all LPG and CNG tanks will be removed from all storage boats. Portable fuel tanks may not be stored on site with gasoline in them.

Bilge Water: Upon haul-out for storage, we will pump out the bilges of every boat and dispose of the water as hazardous waste to comply with State and Federal Environmental Regulations regarding discharge of oil and fuel. MMC may choose to charge for this service.

Docklines & Fenders: To ensure safe dockage all boats must have appropriate lines and fenders on board prior to launching.

Manchester Marine reserves the right to deny storage to any customer at our discretion.

Subject to change without notice.