



# BRUNSWICK LANDING MARINA

A TORRAS COMPANY

2429 Newcastle Street  
Brunswick, GA 31520

**2023 - 2024**

## HURRICANE STORAGE MEMBERSHIP AGREEMENT

### Owner Information

Name:

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Address:

City, State, Zip:

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Phone Home:

Phone Cell:

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Email:

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Emergency Contact Name and Phone:

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### Boat Information

Make:

Model:

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Boat Name:

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Year:

Length:

Height:

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Hull Material:

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### THIS AGREEMENT IS SUBJECT TO CONDITIONS OF CONTRACT BELOW

The boat Owner (hereinafter "Owner") and Brunswick Landing Marina, Inc. (hereinafter "BLM") agree upon the terms and conditions set forth.

- GENERAL.** Upon the threat of a named storm to Brunswick, GA, BLM agrees to haul out the Owner's Vessel (hereinafter "Vessel") from the water and store the Vessel on land at its facility located at 2429 Newcastle Street, Brunswick, GA 31520.
- SCHEDULING.** In the event of the issuance of a hurricane or tropical storm warning by the National Hurricane Center, it shall be the Owner's responsibility to be aware of such warning, and to call the office at (912) 275-7373 to make arrangements for the removal of the Vessel in accordance with the provisions of this agreement. BLM anticipates the last appointment will be 48 hours before the predicted of landfall by the National Weather Service.

However, haul outs will be performed at the sole discretion of BLM if heavy winds arrive earlier than expected. BLM recommends arriving at the service dock no later than 15 minutes prior to the scheduled lift time. Any Owner not at the BLM dock at the time of the scheduled haul out will be required to reschedule the haul out and the possibility exists that remaining time slots may not exist.

3. **TERM.** The Term of the Agreement of the Hurricane Storage Membership Plan is from June 1, 2023, through June 1, 2024. The Hurricane Membership must be renewed annually. It is each member's responsibility to notify BLM prior to May 15 to enter in the renewal agreement.
4. **NO REFUNDS.** There will be no refunds whatsoever for any Annual Membership Plan Fees.
5. **STORAGE.** BLM will provide the Owner with storage space, blocking, and jack stands for the Vessel. BLM provides no assurances or guarantees of the reliability of the blocks, anchors, or jacks stands. BLM will not provide any other hooks, anchors, tie downs, lines, rigging and/or any other equipment necessary to secure the Vessel to the ground, or to protect the Vessel from any hurricane, storm surge or other weather conditions.
6. **PRICING.** Annual Plan Member Fees are outlined below. At this time, the plan is limited to 6 Vessels and the Owner's Membership will be on a first come first served basis with the first 6 owners to provide each of the three items below, being admitted into the plan.
  - a. Payment for Annual Plan Fees
  - b. Receipt of Copy of Insurance in compliance with item 17 below
  - c. Signed Hurricane Storage Membership Agreement.

**Rates are based on Length Overall (LOA):**

up to 45'	45' – 55'	55'+
\$1,000	\$1,500	\$1,800

**Annual Hurricane Storage Fee**

**Note:** Fees do not include Sales Tax.

7. **OTHER CHARGES.** In addition to the cost of the Annual Membership Plan fee, all other standard yard fees will apply, including, but not limited to, haul out and storage fees. Contact the Boat Yard office for specific pricing on your Vessel. All Vessels' measured length will include the bow pulpit, sprints, engines, davits, platforms, etc. The Owner agrees to pay for all charges prior to departure at BLM.
8. **SHORE POWER.** BLM does not guarantee shore power while in storage space.
9. **BOAT PLUGS.** OWNER IS REQUIRED TO ENSURE ALL PLUGS ARE REMOVED SO THAT THE VESSEL WILL NOT COLLECT WATER WHILE AT BLM. OWNER IS RESPONSIBLE FOR INSURING PLUGS ARE INSTALLED PRIOR TO RE-LAUNCHING THE VESSEL.
10. **NO GUARANTEE/NO LIABILITY.** It is expressly agreed that BLM is not responsible for the safety or security of the Vessel during any hurricane or storm. The Hurricane Storage Membership Plan is an agreement on a best-efforts basis to place the Vessel on the yard but is not, either written or implied, a guarantee as to the safety of the Vessel. The Hurricane Storage Membership is revocable without cause. BLM is not responsible for any damage or loss including, but not limited to, personal items, loose equipment, speedometer pickups, depth sounder transducers trim tabs, Bimini or canvas tops, radio or loran antennas, outriggers, flag masts or for any manufacturer's imperfections or hull weakness, or any other items attached to the Vessel. BLM is not responsible for any perishable items or bait that may cause damage to the Vessel.

11. **RIGHT OF REFUSAL.** BLM has the sole discretion to determine whether to haul-out the Vessel from the water and to store the Vessel on land at BLM's facility. BLM reserves the right to refuse haul-out from the water and storage of any Vessel for any reason whatsoever, including, but not limited to, the safety of the employees and the equipment, Owner's Vessel, other Vessels stored at BLM, weather conditions, loss of electricity, BLM equipment failure, or any other reason.
12. **VESSEL LIEN.** Owner agrees that services provided to Vessel and/or Owner by BLM are provided based upon the credit of the Vessel and Owner, and BLM will have a maritime lien against the Vessel for any dockage or other services provided by BLM to the Vessel. All fees and charges must be satisfied prior to the launch of any Vessel. NO EXCEPTIONS.
13. **RETURNED CHECKS/DELINQUENCIES.** If Owner fails to pay as and when due all charges and any other charges due to BLM, then Owner shall be responsible for interest in the amount of 1.5% per month on the unpaid balance, whichever is greater. BLM is entitled to recover from Owner its reasonable attorney's fees and costs that are incurred during the course of litigation or suits regarding this contract or payment for the work or services performed.
14. **BOAT YARD RULES.** BLM reserves the right to change or modify the rules as necessary including hurricane preparedness rules. The Owner agrees to comply with all such rules and regulations now existing or which may be hereafter established by BLM. Owner does further agree that Owner shall be responsible for ensuring compliance with the said rules and regulations by Owners guests and that compliance with said rules shall be conditions to any use of BLM facilities by any Owners guests.
15. **INSURANCE REIMBURSEMENT.** Some insurers partially or fully cover the cost of Hurricane haul out. BLM will not collect from the insurance company under your policy. It is each Vessel Owner's responsibility to pay BLM directly and receive reimbursement from their insurer.
16. **INSURANCE REQUIRMENTS.** NO BOAT SHALL BE HAULED OUT WITHOUT PROPER INSURANCE IN PLACE. NO EXCEPTIONS. Owner warrants and represents that the vessel is and will remain insured with marine protection and indemnity insurance in the minimum amount of \$250,000 during the Term of the Agreement. Owner shall instruct its insurer to add BLM as an additional insured on the Owner's insurance policy. Owner acknowledges that BLM and its subcontractors do not provide or maintain any type of insurance coverage for the benefit of Owner or its Vessel.
17. **WAIVER OF SUBROGATION.** Owner and its insurers waive any and all rights to subrogation against BLM.
18. **OWNER LIABILITY.** Any persons causing injury or damage to other persons, docks, or other Vessels shall be liable, therefore.
19. **HOLD HARMLESS.** Owner represents and warrants that Owner is entering into this Hurricane Storage Membership Agreement at its own risk and shall not hold BLM responsible for any damage to its Vessel while stored at BLM, whatsoever. Owner and Owner's heirs and assigns, hereby agrees to hold harmless BLM, the Owners of BLM, BLM management or employees, or any agent of BLM, from any and all liability or damages for personal injury, loss of life, or property damages to Owner and Owner's captain, crew, family, employees, invitees, and guests arising out of, or in connections with, the condition or use of the Vessel, motor and accessories, or the use of BLM premises and facilities; and the Owner and Owner's heirs, and assigns, hereby release and agree to indemnify and hold harmless BLM, the Owners of BLM, BLM management or employees, or any agents of BLM from any and all liability for loss or damage to the Owner or related to the Vessel, or the contents thereof, due to fire, theft, collision, windstorm, accident or like causes. It is agreed that BLM is not responsible for damages to Vessel due to fire, storm, theft, winds, ice, Acts of God, storm surges, outside labor, or the work of independent contractors, even if the said damages were caused by the negligence of BLM, Owners of BLM, BLM management or employees, or any agent of BLM.
20. **OPERATING THE VESSEL.** It is understood and agreed that BLM, its agents or employees, are authorized but not obligated to move and/or operate the Vessel while in the yard.
21. **VESSEL OWNERSHIP.** The person signing below does hereby certify that the description of the Vessel as set forth

above is correct and that he/she is the lawful Owner of the Vessel or is authorized to subject the Vessel to the provisions of this agreement.

22. **CHOICE OF LAW.** In general, the parties agree that this Hurricane Storage Membership Agreement and any work orders shall be governed by the General Maritime Law of the United States and Title 46 U.S.C. 31301CT Seq. In addition, the parties agree that Georgia law governs disputes regarding returned or dishonored checks as set forth in Paragraph 3 above. The parties also agree that BLM has the sole right to elect to foreclose its maritime lien against the vessel by filing an in-rem suit in Federal District Court or it can choose to pursue a non-judicial sale of the vessel pursuant to Georgia law.
23. **EXCLUSIVE JURISDICTION AND VENUE.** The parties agree that the Federal District Court for Georgia or the state court located in Glynn County, Georgia, shall be the exclusive jurisdiction and venue for any actions or suits relating to any agreement entered into with BLM.
24. **JURY TRIAL.** Owner waives its right to a jury trial in any suits or litigation concerning this Boatyard Service Agreement and any Work Orders.
25. **NO WAIVER OR ELECTION OF REMEDIES.** No action or failure to act by BLM shall entitle Owner to legally presume, or a court to determine, that a waiver or election of remedies has been made such that other remedies are excluded or waived.
26. **SEVERABILITY.** In the event a court determines that one or more paragraphs (or sections thereof) of this Agreement or any other agreement with BLM are deemed to be illegal or enforceable, then the remainder of the General Terms and Conditions of this Agreement or any other agreement are intended to remain enforceable.

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Printed Name:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Owner's Signature