



HARBOUR VILLAGE MARINA, INC.

P.O. Box 993,
Hampstead, NC 28443

Phone # 910-270-4017 off. 910-270-2994 fax.



2018 Named Storm Plan Form

This Form may not be modified for any reason . Any attempts to edit, supplement or strike-through any provision hereof are void without a writing to the contrary signed by HVMI and Owner.

You must Complete All the blanks on the front and back of this form.

This agreement is for **Slip (#)** _____, (“Slip”) and the vessel registered to that Slip (if any) and is between **Harbour Village Marina Inc.** (“HVMI”) and _____ hereafter known as the (circle the one that applies) “**Boat Owner**” (of any vessel kept in the Slip) or the “**Slip Owner**” (if the slip is not in use by any vessel). It covers the vessel registered to the above Slip which is a _____ foot _____ (make), with Official Number, (DOC#). _____ , HIN# _____, and state Registration# _____(fill in each that apply).

Whereas HVMI has determined by its **Rules and Regulations** that in the event of a named storm, such as a hurricane or tropical storm, a plan for the vessel(s) in each slip is required to be in place at the Marina Office to reduce damage to all vessels and HVMI property, and that it is necessary for all slip owners and slip renters to have executed this agreement to provide a clear understanding and the implementation of a quick and safe plan to help so protect the vessels, docks, and the HVMI where possible;

Initial all that apply:

_____ 1. The Slip numbered above, **will be empty** during a “HVMI Storm Alert” as posted on the HVMI website. In the event the website is down, then a HVMI Storm Alert exists 24 hours before, during, and 24 hours after a named storm exists in the HVMI marina area. I agree that if my Slip is not empty before or during a HVMI Storm Alert, I will be deemed to have agreed to the terms of paragraph 2. immediately below.

_____ 2. The Slip numbered above will be empty or the vessel described above may remain in the Slip, at my sole discretion, during an HVMI Storm Alert, and I shall be responsible for securing my Vessel and all gear, hoses, steps equipment, canvas and loose articles capable of flight will be secured or removed from the vessel and the dock ways per the Marina Rules and Regulations (the only exception being storm covers and console covers). **I understand and agree that if I have not completed this process within 24 hours after the HVMI Storm Alert first exists, HVMI may, at its sole discretion, but with no duty to do same, have its contractor attempt to secure the Vessel and articles described above, and I agree that I will be billed \$100.00 for this service plus the cost of any equipment used for this service.**

_____ 3. The Slip number above will continue to have the above described vessel in it during any HVMI Storm Alert. **I preauthorize HVMI** to, in its absolute discretion and with no obligation to do so, have its contractor attempt to secure the Vessel and articles described above using equipment onboard the Vessel, and/or using additional equipment not onboard in its sole discretion. Such contractor may remove loose items from the boat, dock-way and the canvas (as described above) and store it all inside the boat, if practical. I acknowledge I will be billed \$100.00 for this service. I give written access instructions on the back of this form.

XXX 4. (Pre-Initialed – Required) In the event of my boat sinking, I pre authorize HVMI and/or its contractor, on my behalf, to alert a Salvage company immediately, and to incur on my behalf whatever charges are necessary to float the Vessel and remediate any environmental issue.

For its acts hereunder, which shall be considered in extremis, **HVMI**, its agents and contractor(s) shall not be responsible for any damage to said Vessel, its canvas or related articles or appurtenances while in the Slip, or having come out of the Slip, from fire, debris, wind, rain, flood, hail, surge, fixed or floating objects, trees, debris other vessels, docks or other cause. The owner of the above-described Vessel agrees to hold harmless, defend and indemnify **HVMI, its contractors, officers, employees and agents from any claim by any person or entity claiming by or through the Vessel or its owner, or any damage caused by either of them.** Each Slip Owner and Owner of any Vessel to exist in a Slip must provide, with this **signed and witnessed** agreement, a new copy of the current Insurance declaration coverage for this Vessel, which includes full liability coverage and fuel spill coverage in an amount of at least \$ 500,000.00 on the Declaration page thereof, naming HVMI as an additional insured and liability loss payee, per the Rules and Regulations of HVMI. **All charges arising hereunder will be paid in full within fifteen (15) days of invoicing.**

I also understand and agree that storm tracks are inherently unpredictable, and that HVMI and its contractor may plan and make decisions and take preventive action before the track of a possible storm is certain. Should a storm not arrive as predicted, in HVMI's sole discretion, I will still be responsible for any charges incurred for any work taken in preparation therefor. **Storm Alert information may only be sent out as a TEXT message and placed on the Marina Web Site at HVMI's sole discretion, not always coinciding with the Warnings and Watches put out by the National Weather Service.**

(Initial one of line 1.(a) or (b), one of line 2., and one on line3, as applicable)

- 1. (a) I, the _____ Vessel owner or _____ the authorized agent for the vessel owner, agree as set forth herein
- (b) I, the _____ Slip owner or _____ the authorized agent for the Slip owner, agree as set forth herein

- 2. _____ I have included a copy of a current and valid insurance certificate with this form.
- _____ I have a current and valid Insurance Declaration on file in Marina Office

- 3. I am a current member of _____ SEA TOW or _____ TOW BOAT US or _____ none.
- In the event of an Emergency, a fuel spill or my vessel sinking, I give my full authorization to call the one checked on my behalf, or, if none is checked, then to call any service or contractor that is available on my behalf.

I understand that this agreement is for the **2018 Hurricane Season only and will expire on November 30, 2018.**

I agree **not to park any trailer in the Marina parking lot at all while I take my boat for a ride.**
As indicated above, any charges which are billed separately after each individual storm as they occur are due within fifteen (15) days of invoicing.

This agreement will not be accepted unless it is **complete and is without modification.**
This agreement is not transferable from one person to another or one boat to another.
Slip Owners agree that they are financially responsible for compliance herewith by the occupants of their Slip.
This completed form with your signature, and a witness signature below is **Due no later than April 1st, 2018.**

Any forms not received by April 1st, 2018 will incur a LATE FEE of \$20.00.

Below is my current contact information.

This agreement is only for **Slip number** _____

(PRINT CLEARLY) My Best Contact Ph. # _____

Work Ph. _____ Alternate Ph. _____

Email Address to receive emails on _____

Initial one of the following:

_____ I agree to receive Text messages from the Marina on ph. # _____,

_____ I opt out of all text messaging, and understand that I will be responsible to obtain information from the **Marina on my own, and that pre-Storm periods may create difficulties in making contact.**

Any changes to your contact information must be forwarded to the Marina Office within 24 hrs. of that change, per the Rules and Regulations of Harbour Village Marina Inc.

Signed By _____ Slip Owner or Boat Owner (**circle one**) Date _____ 2018

Witnessed By (signature, print name, address, contact #) _____
_____ Date _____ 2018

This Form can be faxed, mailed or presented in person, Not E-mailed.