



HARBOUR VILLAGE MARINA, INC.

P.O. Box 993,
Hampstead, NC 28443

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2023 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 both HVMI and Owner.

You Must Complete All the blanks on both sides 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 vessel kept in 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 a State Registration Number of _____, HIN# _____, and an Official Number of (O.N.#) _____ ("Vessel").

HVMI discourages the presence of vessels in wet slips during named storms. HVMI requires that in the event of a named storm, such as but not limited to a tropical storm or hurricane, a plan for the Vessel 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 HVMI, where possible;

Initial 1 or 2, AND 3 or 4:

____ 1. The Slip numbered above, **will be empty** during a "HVMI Storm Alert" as texted and posted on the HVMI website.

or

____ 2. The above-described Vessel will remain in the Slip numbered above during any HVMI Storm Alert. I am responsible for securing my Vessel and securing or removing from the Vessel and dock ways all gear, hoses, steps equipment, canvas and unsecured articles per Marina Rules and Regulations (the sole exception being storm covers and console covers) (the "Securing Process").

AND

____ 3. If my **Vessel is in the slip and I have not completed the Securing Process** within 24 hours after the HVMI Storm Alert is commenced, I preauthorize HVMI to, in its absolute discretion and with no obligation to do so, have its contractor attempt to complete the Securing Process. 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 \$150.00 plus the cost of any equipment used for this service. I have attached written access instructions on the back of this form. Any such action taken by agents of HVMI is on condition that such intervention is provided on a "no-fault basis," and I waive any negligence claim against HVMI or its agents for any damage to the Vessel occurring during the Storm Alert or its aftermath.

or

____ 4. If my **Vessel is in the slip and I have not completed the Securing Process** within 24 hours after the HVMI Storm Alert first exists, I do not request HVMI to have its contractor attempt to complete the Securing Process. I realize that I shall be responsible for all consequences arising out of my failure to adequately secure the Vessel and the related personal property.

ADDITIONAL PROVISIONS

Irrespective of any of the above, in the event the Vessel comes unsecured, or threatens to sink or cause physical or environmental damage to the environment, others or their property, including that of HVMI, HVMI reserves the right to take whatever action it deems necessary to help prevent or limit such damage, which may include notification of a Salvage company on my behalf.

Each Slip Owner and Owner of any Vessel to exist in a Slip must provide, with this **signed** 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, as set forth above. **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 item 1, one of item 2, one of item 3, and one of item 4 below, as applicable)

1. I am the _____ Vessel owner or _____ the authorized agent for the vessel owner, by agreement as set forth herein and have authorized use of the Slip containing the boat described above.
2. My boat is a _____ self-bailing boat or _____ not a self-bailing boat. I agree to read and follow the HVMI Storm Alert rules as posted in the Rules and Regulations on the Marina Web Site
3. _____ I have notified my Insurance Company to add HVMI as an Additional Insured.
4. _____ I acknowledge the posted life vest rule – **All children 12 and under must always have a life vest on while on the dock ways.**
5. I am a current member of _____ **SEA TOW** or _____ **TOW BOAT US** or _____ **no towing/salvage company**. 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 **2023 Hurricane Season only and will expire on November 30, 2023.**

I agree not to park any trailer around the Marina property and parking lots at all while I take out my boat. 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 below is **Due no later than April 1st, 2023.**

Any forms not received by April 1st, 2023 will incur a LATE FEE of \$20.00.

This agreement is only for the boat in Slip# _____ . An additional form is required for every boat in every Slip.

Below is my current contact information.

(PRINT CLEARLY) My Best Contact Ph. # _____

Work Ph. _____ Alternate Ph. _____

Valid Email Address to receive emails: _____

Initial the one that applies;

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

_____ I opt out of all text messages and understand that I am responsible for obtaining information from the **Marina on my own, and that pre-Storm periods may create difficulties in making contact with the Marina.**

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 _____ 2023

This Form can be faxed, mailed e-mailed or presented in person only.