

BREWER YACHT YARD AT MYSTIC

GENERAL YARD RULES AND CONDITIONS

1. Deposit of \$500.00 is required with the contract by October 15th. The balance will be divided into three installments, January 1st, February 15th and March 15th. **ALL BOATS NOT WINTERING WITH BREWER YACHT YARDS FORFEIT ALL CLAIMS AND RIGHTS TO ANY PARTICULAR SLIP AND/OR BERTHING AT THIS MARINA.** Winter storage customers with the earliest deposit dates will be given first consideration. **DEPOSITS ARE NON-REFUNDABLE.**
2. Slips are not transferable and may not be sublet. Slip cancellations prior to March 1st are entitled to a refund, less a 30% handling charge and deposit. Cancellations after March 1st will automatically forfeit all slip rental fees.
3. Summer season is from April 15th to October 15th. Slips must be vacated by October 15th unless they are wintering at the yard. After October 15th, the water and electric will be shut off as required to prepare for winter. Any boats left in the water after Thanksgiving Day, not contractually committed, will, at the owner's expense, be automatically winterized and hauled at the normal yard rate.
4. In the event the slip is occupied before payment, the Yard shall request immediate payment, and if same is not received within seven (7) days, the boat will be removed from water at owner's expense.
5. The owner **MUST** leave a set of keys or a combination at the Yard office.
6. **NO BOATS WILL BE LAUNCHED UNTIL ALL OUTSTANDING BILLS ARE PAID IN FULL.** Personal checks must be received ten (10) banking days prior to launching.
7. The Yard Manager and/or his assigned employees are expressly given permission to board any boat while at the Yard to protect said craft, the docks or the property of other tenants.
8. **ALL BOATS MUST HAVE HULL AND LIABILITY INSURANCE.** The Yard is not responsible for damage or sinking due to fire, storm, theft, winds, ice, acts of God, faulty equipment, owners actions or negligence, outside labor or the work of independent contractors. The owner agrees the Yard will not be held liable in the event of such occurrence.
9. Display of signs of any type on boats is prohibited unless prior permission has been received from Yard Office.
10. No outside labor is permitted unless approved and/or authorized by the Yard Manager. Only services not provided by the Yard will be permitted. All billing will be handled through the Yard Office. Work that might be offensive to neighboring boats must be done outside the Yard
11. Parking regulations must be complied with. There is a limit of two (2) cars per customer in the Yacht Yard at any one time and no trailers at any time. No campers, mobile homes or boat trailers will be allowed in the yard or street. All vehicles must be parked as so to allow free movement of Yard equipment. When parking for extended periods (vacation), please check with the Marina. Cars improperly parked will be towed at the owner's expense. **SPEED LIMIT IS 10 M.P.H.**
12. Pets must be kept on a short leash at all times, and **OWNERS MUST CLEAN UP AFTER THEIR PETS.** Pets are permitted only if they do not disturb other boat owners or the Marina management. Repeated infractions will result in expulsion from the Yard.
13. In the event of a severe storm, the yard will attempt, if possible, to provide preparation and damage prevention service, the cost of which will be prorated over all boats, however, the yard does not assume responsibility for said protection and for damages to the owner's boat.
14. The use of electric extensions is at the sole risk of the user and Marina shall be exempt from any and all liability for damages or injury to any person or property caused by or as a result of the use of any electrical appliance. This includes shore power cords. All shorelines, adapters and dockside male plugs **MUST** be equipped with an acceptable ground and weatherproofing in accordance with Article 555 of the National Code.
15. No personal belongings may be stored on the docks or in the parking areas. Areas around boats must be kept clean or the Yard will clean up at the owner's expense. Please check with the office regarding the regulations for dock boxes.
16. All dinghies and other small boats in the water will be billed by the foot and must be kept at the location assigned by the Yard when unattended. Dinghies are not to be left in parking or picnic areas or left in a location to hamper other activities.
17. Bills will be mailed monthly and are due when rendered. A service charge of 1.5% per month (18% Annually) Will be added to balances thirty (30) Days Past Due. The Yard may (Without Notice) Haul any boat belonging to any owner delinquent in his payments (Past 30 Days) and will assess said owners any hauling, collection or attorney's fees accrued therein. All claims for adjustments must be made within ten (10) days from receipt of bill. No adjustments will be made after that time.
18. The Marina provides no security protection and assumes no responsibility whatsoever for the safety of any boat(s) or equipment directly or indirectly.
19. All boats left on land will be charged \$5.00/sq ft or \$125.00 per week, whichever is greater. Full payment must be made by May 1st, and all outstanding bills must be paid at that time. All boats whose payment has not been received by May 1st or whose account has not been paid in full will be charged summer storage as noted above. There will be a \$5.00/ft charge for moving boats on land during summer storage.
20. The Yard reserves the right to rent or use unoccupied slips for transient customers.
21. Summer season ends November 1st. Any boat not wintering in the Yard must leave by that date or be charged regular transient rates.
22. **NOISE:** All sailboats must have halyards tied away from mast, if not tied this will be done by the Marina and the vessel owner billed accordingly. Noise shall be kept to a minimum at all times. Boats with excessively loud exhaust systems will not be allowed in the Marina. Decision of the Dockmaster is FINAL.

Quiet hours are from 10:00pm to 7:00am

23. Use of the pool is by posted rules only. Rules and pool hours are posted in the pool area. Repeat infractions of pool and/or spa rules will result in loss of pool privileges for the family and guests of slip owner, and/or expulsion from the Marina. There is NO Lifeguard. Use of pool and spa is at your own risk.

ENVIRONMENTAL CONCERNS:

1. FIRES: No fires of any kind; barbecues, torches or flame producing equipment of any type will be allowed on docks, parking areas or decks of boats due to fire hazard at any time. ***GASOLINE MAY NOT BE TRANSPORTED ON THE DOCKS.*** No charcoal grills are allowed. Picnic grills are provide by the Marina on land.
2. TRASH, WASTE AND OIL DISPOSAL: All garbage is to be contained in plastic bags placed in the proper refuse containers. Refuse shall not be thrown overboard. ***Please remember to recycle!*** GARBAGE-GREEN CONTAINER; BOTTLES AND CANS AND CARDBOARD ARE GREEN CONTAINERS AND MARKED.
3. SANITARY WASTE DISPOSAL: No person shall discharge sanitary waste of any type in the Marina. Pump outs are provided at no charge to Marina slip holders at the fuel dock. No person shall discharge oil, spirits, inflammable liquids or oily bilges into the water. Overboard discharge of heads, holding tanks, or oily bilge water within the Marina is strictly illegal. Anyone discovered doing so shall be subject to expulsion from Yard and reported to the Coast Guard.
4. WASTE OIL DISPOSAL: Please contact the Yard Office regarding disposal of waste oil and batteries.
5. HULL CLEANING: There is no in water hull cleaning or scraping allowed in the marina.
6. FISH WASTE: Disposal of fish waste is not allowed in the marina basin. Please clean fish before returning to the marina.

ANY INFRACTION OF THE ABOVE RULES AND CONDITIONS OF THE YARD BY THE CUSTOMER SHALL, AT THE YARD'S DISCRETION, RESULT IN THE CANCELLATION OF THIS CONTRACT UPON TEN (10) DAYS NOTICE, AND THE CUSTOMER SHALL FORTHWITH REMOVE HIS OR HER BOAT. IF THE BOAT HAS NOT BEEN REMOVED WITHIN THE TEN (10) DAY PERIOD, THE YARD WILL HAUL THE BOAT AT NORMAL YARD RATES AND BEGIN FORMAL LEGAL PROCEEDINGS TO FACILITATE SAID REMOVAL. NO REFUNDS WILL BE GIVEN.

LABOR RATES:

SANITATION WORK (CLOGS, ETC.)	\$100.00/HOUR
AIR CONDITIONING/REFRIGERATION	\$100.00/HOUR
MECHANIC LABOR	\$ 95.00/HOUR
RIGGING	\$ 85.00/HOUR
CARPENTRY	\$ 85.00/HOUR
PAINT & FIBERGLASS	\$ 85.00/HOUR
GENERAL LABOR	\$ 60.00/HOUR
OVERNIGHT DOCKAGE	\$ 3.00/FOOT
HOIST OUT OR IN (1 HOUR OR LESS)	\$ 7.00/FOOT
PRESSURE WASH BOTTOM TO 35'	\$ 2.50/FOOT
PRESSURE WASH BOTTOM 36-45'	\$ 3.50/FOOT
PRESSURE WASH BOTTOM 46'+	\$ 4.50/FOOT
HOIST OUT & BLOCK (HAUL, BLOCK & LAUNCH)	\$ 12.00/FOOT
(STORAGE CHARGE OVER 5 DAYS - \$.50/FOOT PER DAY)	
PREPARE ESTIMATE	\$ 40.00/HOUR
(REFUNDABLE IF WORK IS ACCOMPLISHED BY YARD)	
MINIMUM SERVICE CHARGE	1/2 HOUR
CRANE AND OPERATOR	\$100.00/HOUR