

## **Brewer Yacht Yard at Mystic** **Summer Contract Terms and Conditions**

In addition to the General Marina Rules and Conditions, the terms of which shall apply to all contracts and agreements made between the Marina and a Vessel Owner, the following Terms shall apply to the Marina's Summer Contract.

**Slip Use:** Slips are non-transferrable and may not be sublet. In the event that the Owner wishes to vacate his slip, the yard will attempt to re-rent the slip and, if successful, will refund the Owner that portion of the payment covered by any such re-rental.

**Billable Length:** All Vessels will be measured for accurate billing purposes.

**Dockage/Slip Fees:** Dockage fees are payable in full prior to occupancy in accordance with the payment schedule set forth by the Marina. The Marina reserves the right to haul and store at the Owner's expense any Vessel which occupies a slip prior to the full payment of dockage charges. Deposit of \$500.00 is required with the contract by November 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.**

**Adequacy of Water Levels:** The Owner acknowledges that the Marina makes no representations regarding the adequacy of water for ingress/egress. The Owner agrees not to hold the Marina responsible for any damage resulting from low water levels.

**Space Availability:** The Marina reserves the right to temporarily or permanently move a Vessel to a comparable dockage space other than that space initially assigned to the Vessel without notice to the Owner for reasons of safety or security of the Marina property or the Vessel, or for any other reason which the Marina, in its sole opinion, determines reasonable justification to move the Vessel.

**Transient Use:** The Owner agrees to notify the Marina if it is intended to vacate the slip overnight or for longer. The Marina shall then have the right to place another Vessel or Vessels in the slip for the period of time the Owner's Vessel is away without allowance of any kind by the Owner. Should the Vessel return early, the Marina will make every attempt to place the Owner's Vessel in a suitable place until the normal slip becomes available.

**Severe Weather:** Because no marine facility can guarantee safety in severe weather conditions, the Owner agrees to hold the Marina harmless for any damage to the Vessel resulting from severe weather or Acts of God. Upon notice from the Marina, the Owner must remove the Vessel from the Marina in a timely manner or instruct the Marina to haul it at the Owner's expense if the Marina is able to do so. Should the Owner be unwilling or unable to remove the Vessel from the Marina, the Owner will be held responsible for all damage to and caused by the Vessel. Because the Marina has limited ability to safeguard its property and that of its customers under such conditions, the Owner agrees not to hold the Marina liable for any storm related damage to a Vessel on the Marina property.

**Insurance Requirements:** The Owner warrants and stipulates that the Vessel will be fully insured against loss or damage to itself, other Vessels at the Marina and the Marina property. Where adequate coverage is not obtained and maintained, the Owner warrants and stipulates that he intends to act as self-insurer against such losses. Proof of insurance as well as a valid copy of the Vessel's state registration or federal documentation must be filed annually at the Marina office.

**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.

**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.

**Keys/Combination:** The owner **MUST** leave a set of keys or a combination at the Yard office.

**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.

**End of Term:** The Owner agrees that the Vessel will be promptly removed from the assigned slip in a safe and seamanlike manner at the end of the summer dockage term. The Owner further agrees not to remove any docks, utilities or other Marina supplied parts or services when vacating the slip. After the end of the summer dockage term, if a Vessel is left in its slip and is not under contract with the Marina for winter storage, such Vessel shall be charged transient dockage at published rates for each day it remains in the slip after the end of the term. The Marina reserves the right to haul Vessels remaining in the water after November 15<sup>th</sup> without a winter contract at the Owner's liability and expense.

**Other General Rules:** The Owner agrees to be bound by the following additional rules while occupying a slip at the Marina. Swimming is not allowed from the Marina docks. Fish cleaning is only permitted in designated area of the Marina. There shall be no fish or dinghy cleaning on the docks of the Marina. Open flames are only allowed in designated grilling areas. Absolutely no open flames are allowed water-ward of the shoreline. No carpeting or other accessories may be attached to the docks of the Marina in any way without the prior approval of Marina Management. The number of people staying overnight on a Vessel at the Marina shall be no greater than the number of permanent berths on the Vessel.

**Bottom Cleaning:** For environmental reasons, in-water bottom cleaning is not permitted at the Marina

**Personal Belongings:** 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.

**Dinghies:** 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.

Dinghies left in unoccupied slips for which the Owner does not hold a rental contract will be hauled at the Owner's expense and liability.

**Land Storage:** 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.

**Recreation Areas:** All people using the recreation areas must comply with posted rules at all times. **Use of the pool is for slip rental customers, transients and their guests only. Guests must be accompanied by the boat owner.** There is no lifeguard on duty – customers and their guests swim at their own risk. Children under 12 years of age must be supervised by an adult. NO children under the age of 14 are allowed in the Spa. NO pets allowed in the pool/head area. NO glass containers are allowed in the pool/spa area. NO running or diving. **WARNING:** Consuming of alcohol in the spa/hot tub area may result in serious medical consequences, resulting in injury or death, so please if you must drink, drink responsibly.

**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.

#### ENVIRONMENTAL CONCERNS:

**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 provided by the Marina on land.

**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. Only household waste generated at the Marina shall be put in Marina dumpsters. ***Please remember to recycle! GARBAGE-GREEN CONTAINER; BOTTLES AND CANS AND CARDBOARD ARE BLUE CONTAINERS AND MARKED.***

**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.

**WASTE OIL DISPOSAL:** Please contact the Yard Office regarding disposal of waste oil and batteries.

**HULL CLEANING:** There is no in water hull cleaning or scraping allowed in the marina.

**FISH WASTE:** Disposal of fish waste is not allowed in the marina basin. Please clean fish before returning to the marina

#### LABOR RATES:

**\*\*Hour equals man hour**

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	\$ 75.00/HOUR
OVERNIGHT DOCKAGE	\$ 3.00/FOOT
HOIST OUT OR IN (1 HOUR OR LESS)	\$ 9.00/FOOT
LOAD ON TRAILER	\$ 75.00/HOUR
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)	\$ 14.00/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