

**BREWER YACHT YARD AT MYSTIC
WINTER YARD RULES**

ALL BOATS NOT WINTER STORING WITH BREWER YACHT YARDS FORFEIT ALL CLAIMS AND RIGHTS TO ANY PARTICULAR SLIP AND/OR BERTHING AT THIS MARINA. WINTER STORAGE CUSTOMERS WILL BE GIVEN FIRST CONSIDERATION ON SLIPS FORFEITED BY PERSONS WINTER STORING OUTSIDE BREWER YACHT YARDS.

ALL BOATS MUST HAVE HULL AND LIABILITY INSURANCE. The Yard is not responsible for damage by fire, storm or theft and the owner agrees to hold the Yard harmless in the event of such occurrence.

All bills are payable when rendered, after 30 days, interest at 1.5% per month (18% per year) will be charged. All charges shall be a lien against the "Vessel", her tackle, furniture, and not withstanding anything in the law to the contrary, shall continue to be a lien until such obligation is fully paid. The costs of collection of any monies due us, including, but not limited to attorney and marshal's fees, will be added.

Due to the large number of boats being hauled/launched and delays due to weather, owners should not plan to be present during hauling/launching. While we cannot guarantee a certain day, we will make every attempt to haul/launch your boat during the desired week, provided we are given ample notice. Launching and hauling will not be conducted on Saturday or Sunday. A MAXIMUM OF THREE DAYS FREE DOCKAGE WILL BE PROVIDED FOR BOATS LAUNCHED THAT DO NOT BERTH IN OUR MARINA.

ALL DINGHYS MUST BE REMOVED FROM THE YARD BY NOVEMBER 1st, UNLESS STORED BY THE YARD. Owners leaving dinghies in the Yard will be charged \$250.00 storage fee.

Yard will not be responsible for damage to wind indicators, instruments, etc. mounted on masthead. It is sometimes impossible to unstep a mast without risking damage to masthead units. If such units are left on, the owner will not hold the Yard responsible if damage occurs.

WINTER COVERS MAY NOT BE TIED TO BOAT STANDS. Covers tied to stands will be removed and retied at the Owner's expense.

To minimize the possibility of fire, no electrical cords may be left plugged in during winter storage outside, and no electrical heaters may be used. Owners are not permitted to burn paint, run engines, light stoves or use other flammable materials unless under Yard supervision.

Owners working on the bottom of their boats must use the vacuum sander and tarps must be put on the ground.

The Yard Manager and/or his assigned employees is expressly given permission to board any boat while at the Yard in order to protect said craft, the docks or the property of other tenants.

Boat owners must keep the area around their boats and vehicles clean, or the Yard will do so at the Owner's expense.

Boats not launched by May 15th will be subject to an additional \$125.00 per week. Boats will be moved from parking lots to summer storage areas at a charge of \$5.00 per foot. If they remain on land until September 1st and arrangements are not made with the Yard, Title to said boat reverts to the Yard.

Boats not wintering in the Yard that are left in slips after November 1st shall be charged at regular transient rates.

WET STORAGE BOATS NOT SUMMERING IN THE YARD MUST VACATE BY APRIL 30.

In the event of a severe storm, the Yard will attempt, if possible, to provide preparation and damage prevention service, the cost for which will be prorated over all boats. However, the Owner is still solely responsible to take all emergency means possible, and the Yard does not assume any responsibility for said protection and for damages to the Owner's boat and/or equipment.

ANY INFRACTION OF THE ABOVE RULES AND REGULATIONS OF THE YARD BY THE CUSTOMER SHALL, AT THE OPTION OF THE YARD, CANCEL THIS CONTRACT UPON 10(TEN) DAYS NOTICE AND THE CUSTOMER SHALL FORTHWITH REMOVE HIS BOAT.

NO REFUNDS.

