

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

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 Winter Contract.

**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.**

**Paperwork:** No Vessel will be hauled or placed into winter storage without a signed winter contract and deposit. All winter storage and work order bills must be paid in full before summer slip contracts are accepted. Vessels will not be launched or released from winter storage until all such bills are paid in full.

**Dry Storage with Mast Up:** The Marina recommends that all sailing Vessels and power Vessels so equipped unstep their masts prior to land storage in the winter. The Owner of a Vessel that is stored on land with its rig up hereby accepts responsibility for any damages to the Vessel or surrounding vessels that result from the mast being left up.

**ALL BOATS MUST HAVE HULL AND LIABILITY INSURANCE.** 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

**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.

**Hauling/Launching:** 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.

**Masthead Gear:** 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.

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

**Holding Tanks:** All Vessels stored at the Marina for the winter should have their holding tanks pumped and winterized prior to storing. In the event that the Owner does not make arrangement for pumping and winterizing holding tanks, the Marina will attempt to do so at the Owner's expense and liability, but shall not be under any obligation or responsibility to do so.

**Fuel Tanks:** Fuel tanks shall not be topped off prior to winter storage, as spring temperatures may cause expansion and seepage from vents.

**Heaters:** Absolutely no space heaters are allowed to be operated on Vessels in land storage for fire reasons.

**Electrical Cords:** Electrical cords shall not be left plugged in on Vessels in dry storage.

**Cleanliness:** Vessel Owners shall keep the area surrounding their Vessel neat and free of debris or other impediments. The Marina may remove it at the Owner's expense.

**Bilge Drain Plug and Seaworthiness:** It shall be the Owner's responsibility to remove the bilge drain plug after hauling and reinstall it prior to launching. The Marina will do everything possible to safeguard a Vessel after it is launched. However, ultimate responsibility for the seaworthiness of a Vessel shall remain with the Owner at all times.

**Boarding Boats:** 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.

**Winter Covers and Boat Stands:** Winter covers may not be tied to boat stands. Covers tied to boat stands will be removed at the Owner's expense. At no time may Vessel Owners attempt to adjust or reposition boat stands.

**Shrinkwrap:** Customers may not shrinkwrap their own Vessels due to the lack of adequate insurance coverage.

**Propane Canisters:** All Vessels in inside storage must have their propane canisters removed and stored by the Marina at additional cost.

**Ladders:** Owners must provide their own ladders. The Marina does not loan ladders for liability reasons.

**Running Engines:** Owners may not run engines while the Vessel is stored on land.

**Launching after Hauling:** Boats not launched by May 15<sup>th</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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.

**Bottom Sanding:** Due to environmental and insurance regulations, absolutely no work is to be performed on an Owner's Vessel without the prior written approval of the Marina management. No bottom sanding will be allowed on yard property without the use of a dustless sander. Please inquire at the Marina office whether dustless sanders are available for rental.

**End of Term:** The Owner agrees that arrangements will be made for the prompt removal of the Vessel at the end of the storage term.

Boats left on land without arrangements after May 15<sup>th</sup> will be billed for summer storage and may be subject to movement within the yard at the Owner's expense. Boats left on land after September 1<sup>st</sup> without prior arrangements will be considered by the Marina to be abandoned and may be sold at public auction or otherwise disposed of by the Marina in accordance with applicable Federal and/or State laws.

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.**