

WINTER CONTRACT RULES & CONDITIONS

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

1. No Vessel will be hauled or placed into winter storage without a signed winter contract and 50% deposit. Deposits are nonrefundable. The remainder will be billed and is due when the boat is hauled. 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.
2. Boat size will be calculated on a square foot basis using the overall length (LOA) x beam, including bow sprits and swim platforms. LOA for indoor storage boats will be measured from the absolute furthest points forward and aft (bow and stern), whether from bow rails, davit systems, swim platforms, etc. All Vessels will be measured for accurate billing purposes.
3. 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. The Yard is not responsible for fire, storm, theft, or ice damage and the owner agrees to hold the Yard harmless in the event of such occurrences.
4. All sailboats will be stored with the mast/s unstepped. The Yard will not be responsible for damage to masthead gear when unstepping Vessel rigs; the Owner agrees not to hold the Marina liable for any such damage. Owner-loosened turnbuckles, mast electrical disconnect/connect, special tuning requests & backstay-mounted radar disassembly/reassembly will be billed at T&M.
5. Indoor storage is for full-service customers who want the Yard to do all winterizing, winter maintenance, waxing, bottom painting, brightwork maintenance, and commissioning. Owners are not allowed to work on boats stored inside.
6. No outside contractor labor is permitted unless Yard permission is obtained. Contracted/subcontracted work will be billed by the Yard. A commission will be retained to compensate the Yard for the use of Yard facilities.
7. Due to environmental and insurance regulations, absolutely no work is to be performed on an Owner's Vessel without prior written approval from Yard management. Sanding bottom paint is not allowed without the use of a dustless sander. The Owner will use common sense and courtesy while working on his boat/s, especially outside, and show respect for neighbors by carefully containing sanding and painting debris. All material MUST be contained and disposed of properly. Tarps/drop cloths MUST be used to catch paint spills/drips/debris. Dustless sanders may be available for rent. Owners must keep the area around their boat/s clean, neat and free of debris or other impediments, or the Yard will do so at the Owner's expense. Proper waste management procedures will be strictly followed.
8. WINTER COVERS CANNOT BE TIED TO THE JACKSTANDS! LABOR TO CORRECT THIS WILL BE BILLED AT \$60.00/HR. At no time may vessel Owners attempt to adjust or reposition boat stands.
9. Boat Owners may NOT shrinkwrap their own vessel/s, due to lack of adequate insurance and the risk of fire.
10. Owners are not permitted to run engines, use heaters, light stoves or use flammable materials without yard supervision. No electrical cords may be left plugged in during winter storage.
11. Owners must provide their own ladders; the Yard does not loan ladders for liability reasons.
12. The Yard requires washing the bottom when hauled. Unpainted bottoms or heavily fouled bottoms will be additionally billed on a time basis.
13. All Vessels stored at the Yard for the winter should have their holding tanks pumped and winterized prior to storage. If the Owner does not make arrangements for pumping and winterizing the holding tank, the Yard will attempt to do so at the Owner's expense and liability but shall not be under any obligation to do so.
14. Fuel tanks shall not be topped off more than $\frac{3}{4}$ full prior to winter storage, as spring temperatures may cause expansion and seepage from vents. The Owner is liable for any fuel spill or associated clean up expenses or fines incurred in the event of a fuel spill, whether on land or in the water.
15. No cradles are allowed in the Yard.
16. 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 15th 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 1st 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 State and/or Federal laws.
17. Summer dockage ends October 15th, after which transient rates apply to those not storing at the Yard. Boats left at the dock without winter storage contracts will be charged transient rates.
18. All dinghies must be removed from the Yard - unless stored by the Yard - by October 15th.
19. Winter storage customers will be given priority for summer slip and mooring assignments.
20. 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 30 days past due. All invoices are subject to a 1.5% environmental surcharge.
21. The customer is responsible for lawyer and/or collection fees incurred by the Yard to collect past due accounts.
22. All work will stop on any boat whose account is past due.
23. When a boat is launched that does not berth at the Marina, by contract, a maximum of one week will be allowed for dockage; thereafter the Owner will be charged the normal docking fee.
24. Boats placed in the wrong slip or, for any reason, boats that need to be moved to another location on the water, will be charged \$60.00 for each move.
25. The boat Owner agrees to provide lines and fenders and ensure that the bilge pump/s are operational prior to launch.
26. It shall be the Owner's responsibility to remove the bilge drain plug (garboard plug) after hauling and to reinstall it prior to launching. The Yard 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.
27. Owners should not plan to be present for hauling/launching. The Yard will make every effort to haul/launch the Vessel within a few days of the Owner's requested haul/launch date; however, many factors beyond the control of the Yard dictate the hauling/launching schedule. The Yard cannot commit with certainty when a specific Vessel will be hauled/launched and shall not be responsible to the Owner for any delay beyond a requested launch date. The Marina shall not be held responsible for the safety or condition of Vessels in the water past the requested haul date.
28. If a vessel's size is beyond the capabilities of the Yard's hydraulic trailer, an outside contractor may need to be hired. All expenses incurred will be billed to the customer.
29. Dogs MUST be leashed; owners MUST clean up after their pets. Courtesy pet waste management dispensers are provided on site.

