

# **Brewer Glen Cove, Inc**

## **General Marina Rules and Conditions**

**Slip Rental:** A \$500 deposit with contract by November 15th. Balance is due by March 15<sup>th</sup>. Slip fees are subject to a 1.5% environmental charge (this is subject to state sales tax). Slips that are metered for electricity will be charged accordingly throughout the season. Payment must be made in full before the slip can be occupied. The yard has the right to demand payment in full or haul the boat at the owner's expense. Slips are not transferable and cannot be sublet. If your boat is sold during the season, the slip will not be transferred to the new owner without a new, signed contract. The slip will not be refunded nor prorated. In the event you change boats during the season, please notify the marina office. At that time please fill out a new contract with updated information. **Deposits are non-refundable.**

**Slip Discount:** *To be eligible for the 5% discount on a summer slip you must have winter stored with us, have all balances current and the slip fee paid in full by January 15<sup>th</sup>.*

**Invoices and Payment:** Invoices are due upon receipt. Account balances must be up to date before vessel will be launched. A 1.5% monthly service charge (18% per year) will be added to balances 30 days past due. All legal and collection fees are the responsibility of the vessel owner. Any questions concerning billing must be brought to management's attention within 10 days of receipt of the bill. The Marina reserves the right to retain the Vessel without additional legal action until such time as all debts are satisfied. Any expense associated with such retention shall accrue to the unpaid balance and payable before release. If a vessel leaves the Marina with an outstanding invoice due, the Marina in no way relinquishes its claim and right to regain possession of the vessel until all debts are satisfied. In addition the Marina retains full Ownership rights in all tangible property installed as part of its work on the vessel until payment for such work is made in full, including the right to physically remove any such equipment from the vessel. All payments shall be final and non-refundable.

**Vessel Access:** Cabin key/combination must be on file with the marina office. Access to vessels will not be granted to anyone without prior notification of the vessel owner. Outside contractors, brokers and unauthorized guests will be asked to leave without prior notification from vessel owner. To insure your security and ours, please do not give out yard combinations to anyone.

**Transients:** The marina reserves the right to rent slips to transients when not occupied by the tenant. The tenant MUST notify the office of departure and return dates if the slip is vacant for more than one night.

**Outside Contractors:** No outside labor is permitted unless authorized by the marina. Outside contractor status is determined by the yard manager. The following conditions must be met:

- Owners must notify Marina office prior to outside labor arrival
- Subcontractors may only work in the yard during "normal" business hours.
- The marina reserves the right to charge an hourly (15\$) fee to compensate for use of our facilities and overhead.
- Subcontractors must provide insurance certificates with Brewer's Glen Cove named, showing coverage of at least two million dollars.
- Subcontractors must show proof of Workmen's Compensation insurance and valid Tax I.D. numbers.
- Subcontractors must sign in and out at the marina office each day on the job.
- Subcontractors must have MSDS forms available for all hazardous materials brought into the yard.

**Definitions:** When capitalized and used herein, the term **Marina** shall refer to the boatyard or marina, its Owner, operator and any affiliates or successors; the term **Owner** refers to the Vessel's owner, owner's agents and/or representatives; the term **Vessel** refers to the vessel's hull equipment and all other vessel related property of the owner when the vessel is stored at the Marina.

**Season Dates:** Winter storage is from November 1<sup>st</sup> to April 30<sup>th</sup>. Summer season is from May 1<sup>st</sup> to Oct. 31<sup>st</sup>. Vessels stored beyond the term of winter or summer storage agreement are subject to additional storage fees. On land summer storage will be billed the same as winter storage. . After November 1<sup>st</sup> all dockside water and services will be shut off (sooner if we're expecting a freeze) with as much notice as possible to our customers.

**Repairs and Alterations:** No addition, alteration or modification shall be made to the docks, pilings, electric, phone, television or water systems provided by the marina. The installation of dock boxes or bumpers must be cleared by the yard manager. Dock boxes **must** conform to yard standards and are available at our cost through the store.

**Shrink Wrap:** *Boat owners are not allowed to shrink wrap their own boats nor are outside contractors. Covers are not to be tied to boat stands. If found it will be retied at owner's expense.*

**Live Aboard:** No live aboard allowed-strictly enforced by the City of Glen Cove.

**Dinghies:** Dinghies may not be tied up alongside if it disrupts the adjacent slip. They may not be cleaned or painted of the docks. They may not be left in slips if the primary vessel is away overnight.

**Garbage:** All garbage must be placed in refuse containers. Waste oil and batteries must be disposed of properly. No sanitary waste shall be discharged in the marina, a pump out facility is provided free of charge.

**Pets:** Pets must be kept on a leash at all times. Owners are responsible for cleaning up after their pets. Pets are only allowed if they do not disturb other boaters or the marina management. Any pets found to be a nuisance to other Marina customers may be required to leave the property at the Marina Manager's discretion

**Children:** Young children shall be accompanied by an adult at all times and the Marina recommends that all non-swimmers wear lifejackets near the water.

**Fires:** No fires of any kind shall be permitted of the docks. Gasoline or diesel may not be transported on the docks due to fire hazard.

**Insurance:** All boats must have liability and hull insurance and provide the yard with a copy. The yard is not responsible for damage by fire, storm, ingress or egress of water, vandalism or theft. The vessel owner agrees to hold the marina harmless in the event of such occurrences.

**Trailers:** The yard will not be held responsible for trailers or cradles stored in the yard. Owners will be billed a storage fee to be determined by the yard manager. All trailers or cradles must be clearly marked with the owner's name. A signed storage agreement must be on record in the office.

**Covers:** Covers will not be tied to jack stands or poppits. The yard will re-tie covers secured to poppits at the owner's expense. Noisy halyards will also be secured at the owner's expense. Covers stored during summer will be billed storage.

**Fishing:** No fish cleaning is allowed of the docks. No fishing or crabbing from the docks.

**Boat Condition:** Boats must arrive under their own power and be in satisfactory condition to occupy a slip (to be determined by the yard manager). No house boats allowed.

**Quiet Hours:** Quiet hours are from 10pm to 7am.

**Equipment:** The yard will not be responsible for boats sunken dockside due to owner neglect or faulty equipment. All boats hooked to dockside water must have a pressure regulator and water turned off when no one is aboard.

**Pool Rules:** Rules are posted at the pool and must be complied with.

**Bottom Painting:** Is not allowed to be done by owners nor are the boat stands to be moved.

**Right to renew:** The Marina retains the right not to renew any contract and/or the right to assign it to a third party.

**Dispute Resolution:** The Owner acknowledges that the withholding of payment shall not be an acceptable form of dispute resolution. In the event that the Owner and Marina are unable to agree on the amount due for work performed or services rendered, such disagreement shall be settled as follows: Any complaint about the quality, adequacy or totality of work performed shall obligate the Marina to nothing more than the correcting of such validly demonstrated defects at no additional cost to the Owner. Any claim of unreasonable charges shall entitle the Owner solely to a detailed written and itemized accounting of the charges. In the event the vessel has left the Marina, the Owner accepts full financial responsibility for returning it to the Marina for complaints to be assessed and repairs, if any, to be made. In cases in which work performed by another company to repair an alleged inadequacy of the Marina's work, excluding repairs are immediately necessary to the safety of the vessel and its crew, that work shall indisputably release the Marina from any obligation to correct or discount the work initially performed.

**Legal Rights of the Marina:** The Owner stipulates and agrees that any and all services provided by the Marina give rise to federal maritime and state liens against the Vessel for the period of time that a debt is owed under this contract. THE VESSEL AND ITS CONTENTS MAY BE SOLD AT PUBLIC AUCTION FOR THE SATISFACTION OF THESE LIENS, and the minimum bid for such auction may be set by the Marina in its sole discretion at an amount sufficient to cover all outstanding debts under this contract, including all expenses, attorney's fees, and interest. The proceeds of any sale shall be applied first to any outstanding amount due and then to the expenses of such sale, including attorney's fees, with the remainder, if any, being dispersed to the Owner.

**Environmental Surcharge:** The Marina shall have the right to assess a 1.5% surcharge on all invoices to offset the cost of complying with environmental laws and regulations pertaining to the disposal of hazardous materials originating on customers boats and to the operation of the Marina in compliance with such laws and regulations.

**Damage to other Boats in the Marina:** In the event the Owner's vessel causes damage to other Vessels in the Marina or Marina property as a result of fire, sinking, capsizing, pollution, improper operation by anyone other than the Marina staff,

or from any cause not within the direct control of the Marina, including Acts of God, the Owner agrees to be responsible for such damage.

**Hazardous Materials:** The Marina provides for disposal of all hazardous materials, including batteries, used oil, solvents, and similar materials. Vessel Owners shall check with Marina office before disposing of any hazardous materials for guidance about the appropriate method. In certain circumstances, charges may apply for disposal of hazardous materials. Disposal of any waste in an inappropriate manner or without consultation of the Marina Office may result in the immediate termination of this contract. Storage of hazardous materials will not be allowed at slip locations.

**Measurement of Vessels:** The Marina reserves the right to measure all vessels for accurate billing purposes. Total length of vessel will be measured including any bow sprits or pulpits, swim platforms and/or similar protuberances or extensions.

**Apparent Authority:** The Marina is unable to police the various representatives of an owner. Therefore the Owner agrees that unless the Marina is notified in writing beforehand, anyone in possession or apparent charge of the Vessel shall be deemed to have the authority to act on behalf of the Owner, and the Marina shall be entitled to accept and act in reliance upon orders or requests of such persons for services, supplies, work or other materials of any kind for the benefit of the Vessel.

**Ownership by Entity:** In the event that Ownership of a Vessel is a corporation or entity other than an individual, the person signing this contract on behalf of the Ownership shall be jointly and personally liable for all obligations of the Owner under this contract.

**Absence of Security:** This contract contains no provision or obligation for the providing of on-site security, guard service or surveillance by the Marina. While the Marina will make reasonable efforts to provide as secure a facility as possible, the Owner agrees that the Marina shall not be held liable for theft or vandalism or other criminal acts taking place on Marina property.

**When Vessels are in Danger:** If the vessel is in danger as defined below, the Owner hereby authorizes the Marina to take reasonable and appropriate actions, at the owner's expense, to mitigate the danger. A Vessel is deemed to be in danger when it poses a threat of sinking, burning, capsizing, causing a hazard to navigation, causing unlawful pollution, causing damage to Marina property or that of other Marina customers, or if, in the Marina's judgment, the Vessel poses any similar threat. The Owner agrees to be bound by the Marina's actions and shall be fully responsible for all related expenses incurred.

**Laws Applicable:** The parties of this contract are governed by applicable federal, state, and local laws and regulations, including those of EPA, OSHA and state environmental agencies.

**Apparent Obligation and Severability:** Due to the magnitude of potential liability, no language in this contract authorizing the Marina to take specific actions on the Owner's behalf shall be construed to create an obligation on the Marina's behalf. The parties agree that if any part of this contract is deemed unenforceable by an administrative agency or court of law, the remainder of this document shall remain in full effect and binding upon the parties.

**PHOTOGRAPHS AND IMAGES:** From time to time, Marina staff and customers may take pictures of other customers on Marina property or Vessels. Owner consents for himself and Owner's guests that these images may be used by the Marina for purposes such as advertising and display in electronic media without further notification or compensation. All film negatives and positives and electronic images and data shall remain the property of the photographer except where otherwise specified by contract.

**Termination of agreement:** Any infraction of the above rules and conditions of the Marina by the Owner, at the Marina's discretion, may result in the cancellation of any agreement upon 10 days notice and the Owner shall forthwith remove the boat. If the boat has not been removed within the 10 day period, the Marina will haul the boat at normal rates and begin formal legal proceedings to facilitate said removal. Owner will be responsible for all legal and eviction costs.