



# BREWER FERRY POINT MARINA

Quality Marine Service

29 Essex Road • Old Saybrook, CT 06475

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## 2018 Summer Slip Contract

Welcome to Brewer Ferry Point Marina!

The purpose of everything we do at Brewer Yacht Yards is to help you and your family get more out of your boat.

Customer #: \_\_\_\_\_

Name \_\_\_\_\_

Home Address \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Daytime Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_ Email \_\_\_\_\_

Boat #: \_\_\_\_\_

Name of Boat \_\_\_\_\_ Reg/DOC Number \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_

Length OA \_\_\_\_\_ Beam \_\_\_\_\_ Draft \_\_\_\_\_

Engine(s) \_\_\_\_\_ Single \_\_\_\_\_ Twin \_\_\_\_\_ H.P. ea. \_\_\_\_\_ Type Fuel \_\_\_\_\_

Liability Insurance Carrier \_\_\_\_\_ Policy expiration date \_\_\_\_\_

All contracts must be accompanied by a current certificate of insurance.

Dock Rates (price per foot, length of boat or finger pier whichever is longer)

A Dock - \$131 B Dock - \$131 C Dock - \$118 D Dock - \$131 E Dock - \$129 F Dock - \$128 G Dock - \$131

The Rate for Slip # _____	* Electrical Service
For 2018 Season is \$ _____	<i>please select</i>
*Additional Electric \$ _____	Single 30 AMP (included) _____
1.5% Enviro \$ _____	Twin 30 AMP - (\$250) _____
6.35% Tax \$ _____	50 AMP - (\$375) _____
<b>TOTAL \$ _____</b>	
<b>Advance Deposit of \$500.00 is due by October 15<sup>th</sup>.</b>	
Payment in full by December 15 <sup>th</sup> for 5% discount.	
Balance is payable in 3 equal installments due by January 31 <sup>st</sup> , February 28 <sup>th</sup> , March 31 <sup>st</sup> .	
<b>Advance deposit is non-refundable.</b>	

\$500 Deposit Received: \_\_\_\_\_ Method of Payment  CASH  PERSONAL CHECK  CREDIT CARD

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

*I have read the terms and hereby agree to abide by all the above terms and those on the reverse side.*

**PLEASE SIGN AND RETURN FORM ACCOMPANIED BY DEPOSIT AND CURRENT CERTIFICATE OF INSURANCE BY OCTOBER 15<sup>TH</sup>**

## 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 and are hereby incorporated, the following Terms shall apply to the Marina's Summer Contract.

**DEFINITIONS:** When capitalized and used herein, the term Marina shall refer to the boatyard or marina named above, 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; and the term Slip refers to the Marina slip assigned to the Owner.

**SLIP USE:** The Slip is non-transferrable and may not be sublet. In the event that the Owner wishes to vacate the 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 length overall (including pulpits, stern rails and swim platforms) 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.

**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 and surrounding vessels 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 intends 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 to 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 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.

**END OF TERM:** The Owner agrees that the Vessel will be promptly removed from the 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 may 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 15th without a winter contract at the Owner's liability and expense. Such Vessels left in water after November 15th without prior arrangements may 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.

**HOLDOVER:** If the Vessel remains on the Marina's premises after the expiration of the Term of this Contract, or any written extension thereof, its continued presence will create a lease at will at the rate(s) and upon the Terms and Conditions specified herein and on the Marina's General Terms and Conditions (other than length of Term).

**OTHER GENERAL RULES:** The Owner agrees to be bound by the following additional rules while occupying the 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:** In compliance with State environmental regulations, in-water bottom cleaning is not permitted at the Marina.

**DINGHIES:** Tenders are not to be tied up alongside Vessels while in the Slip. 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.

**RECREATION AREAS:** All people using the recreation areas must comply with posted rules at all times. Use of the pool (if so equipped) is for slip rental customers, transients, and a small number of their guests only. There is no lifeguard on duty – customers and their guests swim at their own risk.