



NOW WITHIN THE FAMILY OF
SAFE HARBOR MARINAS

63 PILOTS POINT DR | WESTBROOK, CT 06498
860.399.7906 | BYY.COM

2018 Summer Slip Contract

Customer Name _____

Boat Name _____

2018 SLIP PREFERENCE

SOUTH YARD _____ NORTH YARD _____ EAST YARD _____
(SLIP #) 1ST CHOICE _____ 2ND CHOICE _____ 3RD CHOICE _____

2017 SUMMER SLIP # _____

DID YOU STORE AT PPM 2017 SEASON? YES ___ NO ___ WHICH YARD (CIRCLE) SY NY EY

DID YOU STORE AT ANOTHER BREWER YARD 2016-2017 SEASON? YES ___ NO ___ WHICH YARD _____

ACCESS: KEY LOCATION _____ COMBO _____

PEDESTAL FEES

1- 30AMP \$80 2- 30AMP \$185 1-50AMP \$375 2-50 AMP \$775 1-100AMP \$1300

2018 Summer Slip Payment Options:

- 10% Discount on the cost of the slip:** Both the slip and winter storage have to be paid in full by **October 15, 2017**. **OFFER AVAILABLE ONLY TO CUSTOMERS WHO STORE ON LAND OR INSIDE WINTER STORAGE FOR WINTER 2017/2018.**
- Deposit in the amount of 1/3 of the total slip cost due by **October 15, 2017**, 1/3 the cost of slip due by **January 15, 2018** and 1/3 the cost of the slip due by **March 15, 2018**.

APPLICATIONS WILL NOT BE ACCEPTED UNLESS THE FOLLOWING REQUIREMENTS AND CONDITIONS ARE MET

1. THIS FORM IS FILLED OUT COMPLETELY INCLUDING REGISTRATION, DOCUMENTATION AND ACCESS.
2. YARD HAS RECEIVED FULL PAYMENT OF ALL OUTSTANDING BILLS.

ELECTRICAL USAGE WILL BE METERED AND CUSTOMERS WILL BE BILLED FOR USAGE ABOVE THE PEDESTAL RENTAL FEE. BOAT OWNERS WHO STORE WITH US THIS WINTER WILL BE GIVEN FIRST CHOICE OF SLIP ASSIGNMENT UNTIL OCTOBER 15, 2017. AFTER OCTOBER 15TH, ALL SLIPS WILL BE SOLD ON A FIRST COME, FIRST SERVE BASIS. THE MARINA MANAGEMENT RESERVES THE RIGHT TO REFUSE ANY APPLICATIONS AND REASSIGN SLIPS AS DEEMED NECESSARY.

BY SIGNING THIS I UNDERSTAND A CONSUMER CREDIT REPORT MAY BE DONE. I ACCEPT AND AGREE TO ABIDE BY THE TERMS AND CONDITIONS AS STATED HEREIN BOTH ABOVE AS WELL AS ON THE REVERSE SIDE OF THIS CONTRACT.

SIGNATURE _____

DATE _____





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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.