

BREWER YACHT YARD AT GLEN COVE

QUALITY YACHT SERVICE

128 SHORE RD, GLEN COVE, NY 11542

TEL 516.671.5563 FAX 516.674.0113

BGC Customers:

August 2009

Enclosed please find both the 2009-2010 Winter Storage Agreement and the 2010 Slip Agreement. As in the past we would like to have the winter agreement back as soon as possible with a 50% deposit. The summer slip agreement should be returned by November 15th with a \$500 deposit. We will offer a 5% discount again on the 2010 slip for year round customers if all outstanding balances are paid by January 15, 2010. We are fortunate to be at near capacity again this summer and want to remind you that year round customers will be given first choice of slip assignments. Please note that all the costs have remained the same, there has not been a price increase for this winter or next summer.

The work to stabilize the banks behind F and J docks is proceeding nicely and will make the yard more attractive. When complete there will be plants to look at instead of an eroding slope. The dredging project is scheduled to start in October and hopefully will encompass all the slips from F dock to K dock. To accomplish this task will require moving or hauling boats and removing fingers to allow the equipment access to the area. It would be much easier for us to haul out and store the boats considering the timing of the project. To entice your cooperation we will offer an additional 5% discount on the 2010 slip fee to those boaters affected by the dredging that allow us to haul and store their boats between September 15th and October 31st 2009. This is going to be a huge improvement to the marina but will make this fall very difficult for all of us. I look forward to your anticipated cooperation.

The customer picnic is scheduled for the 27th of September; we look forward to another great turn out. We are grateful for your patronage and this seems to be a great way to thank you and see all of you in a social setting.

If there are winter projects you have in mind please let us know so we have a chance to discuss them with you. You will also see that we are offering discounts on haul outs and bottom washes, many bottoms have been severely fouled by lack of use. If you are planning a trip it would be a good idea to schedule one. As always if there are any questions or comments please don't hesitate to call.

Sincerely

Mark Friel



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BRANFORD, CT • WESTBROOK, CT • DEEP RIVER, CT • ESSEX, CT • MYSTIC, CT • OLD SAYBROOK, CT • WICKFORD, RI • WARWICK, RI • BARRINGTON, RI
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2010 Summer Slip Agreement

May 1, 2010 to October 31, 2010

Owner Name _____	Boat Name _____
Spouse/Partner _____	Manufacturer/Year _____
Address _____	Model/Length _____
City/State/Zip _____	Draft/Beam _____
Home # _____	Power/Sail _____
Work # _____	Access (key/combo) _____
Cell # _____ E-mail _____	Doc/Reg # _____

*Summer Slip Agreement will only be accepted when filled out completely and signed. The agreement must be accompanied by your **deposit** and **proof of hull/liability insurance**. **Deposits are not refundable.***

Summer Slip Rates:

Docks A though K \$145/FT Finger length or LOA (which ever is greater)

Current Slip Assignment _____

Please refer to the General Yard Rules and Conditions for applicable discounts.

Boat length is Length Overall (LOA). It includes bowsprits, boomkins, swim platforms, anchor rollers, etc. All boats will be measured.

Summer Slip Fees include: water, pool pass and Brewer's Preferred Customer Card. Additional Services are priced as follows:

I require the following service.

Hydra Hoist _____ \$375.00 30 amp cord _____ \$100.00 2nd 30amp cord _____ \$200.00

50amp/ 250vac Cord _____ \$525.00 Summer Trailer Storage _____ \$250.00

Note that additional electric charges may apply; the above charges are minimums only.

Year round customers will be given first choice of slip assignments, please have a \$500.00 deposit in by Nov.15, 2009. New winter storage customers requesting slips will be assigned slips next. Last years summer slip customers who do not winter store with us will be assigned the remaining slips. Brewer Glen Cove Marina reserves the right to refuse any application and reassign slips as necessary. We ask that you please read and understand the General Yard Rules attached to this agreement before signing.

Credit Card Information: Type _____ Card # _____ Sec code _____

Exp. Date: _____ Signature: _____

I accept the terms and conditions as provided in this agreement and in the General Yard Rules and Conditions.

SIGNATURE _____

DATE _____

General Yard Rules and Conditions

Slip Rental: A \$500 deposit with contract by November 15th. Balance is due by March 15th. 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. 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 15th.*

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.

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.

Season Dates: Winter storage is from November 1st to April 30th. Vessels stored beyond the term of winter storage agreement are subject to additional storage fees. On land summer storage will be billed the same as winter storage. Summer season is from May 1st through October 31st. After November 1st all dockside water and services will be shut off (sooner if we're expecting a freeze).

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.

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 of 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.

Fires: No fires of any kind shall be permitted on 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.

Fishing: No fish cleaning is allowed on 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.

Termination of agreement: Any infraction of the above rules and conditions of the Marina by the tenant or a guest shall, at the Marina's discretion, result in the cancellation of any agreement upon 10 days notice and the tenant 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. Tenant will be responsible for all legal and eviction costs.