

BREWER DEEP RIVER MARINA
PO Box 363 - 50 River Lane – Deep River, CT 06417
Tel:; 860-526-5560 – Fax-860-526-2469 – email:drm@byy.com

**2010
Summer Slip Contract**

Date _____ 20____

Owner's Name _____

Home Address _____

Business Address _____ Business Phone _____

Cell Phone _____ Home Phone _____ Email _____

Did you winter store here 2009-2010? Yes ___ No ___ (if yes, see attached Discounted Slip Rates)

ELECTRIC CHARGE POLICY: WE HAVE INSTALLED ELECTRIC METERS AT EACH SLIP. CUSTOMERS MUST CHOOSE AN ELECTRIC OUTLET OPTION AS LISTED BELOW: IF YOU USE MORE ELECTRIC THAN THE CHARGE YOU HAVE SELECTED, YOU WILL BE CHARGED ADDITIONAL ACCORDING TO THE METER READING. NOTE: ELECTRIC OUTLET CHARGES ARE IN ADDITION TO SLIP FEE.

Please check here if this is an address change _____ Vessel Change _____

Launch/Arrival Date _____ **Launch date must be reconfirmed in Spring!**

Name of Boat _____ Registry No. (required by CT law) _____

Make _____ Model _____ Year _____ Key/ Combo _____

Length OA _____ Length on Deck _____ Beam _____ Draft _____

Engine(s) _____ Single ___ Twin ___ HP ea _____ Fuel Type _____

Electrical Outlet Needed: One 30 AMP \$60.00/Season Two 30 AMP \$150.00/Season One 50AMP 150.00/Season

.A 1.5% Environmental Service Charge will be added to slip fee.

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

Date _____ Applicant's Signature _____

Method of Payment: Check ___ Credit Card # _____ EXP date _____

**PLEASE READ TERMS ON REVERSE SIDE OF CONTRACT.
SIGN AND RETURN WITH A \$500.00 DEPOSIT AND CURRENT INSURANCE CERTIFICATE BY Nov. 1ST**

Rate for Slip Mooring # _____
For 2010 Season _____
1.5% Enviro Fee _____
6% CT tax _____
Total _____

**Please indicate which payment plan you will be using. All other charges must be paid in full.
No year round customer slip will be discounted without a storage contract on file.
Discount is for 2010 summer slip only
Year Round discount applies to BDRM customers only**

_____ Balance, after deposit, is payable in equal installments due by Jan 31st, Feb, 28th and Mar.31st

Early Pay discount schedule attached.

Early Pay Discounts Terms:

_____ For Year Round customers, 5% discounted price received in full by December 31,2009 All other charges must be paid in full

_____ For Year Round customers 3% discounted price received in full by January 31st, 2010. All other charges must be paid in full.

_____ For Summer only customers, 3% discounted price received in full by December 31, 2009. All other charges must be paid in full.

TERMS OF AGREEMENT

1. The word "Marina" is used here to indicate any person authorized to represent the Brewer Deep River Marina Corporation, Deep River, Connecticut. The word "tenant" is used here to indicate the owner (or his authorized representative) of any boat moored in Brewer Deep River Marina.
2. Slip rental must be paid in full on or before March 31st or before boat is launched or boat occupies the slip, whichever is earlier.
 - a) A non-refundable deposit of \$500.00 must be received along with a signed contract before Nov. 1st.
 - b) The balance of the slip fee must be paid in accordance with the chosen payment terms of contract. Slip payments and contracts will not be accepted without payment in full of all outstanding balances.
 - c) In the event that the contract is cancelled either by the boat owner or the yard, refunds are as follows: Prior to May 1st, 50% after the slip has been re-rented. After May 1st, 50% of the remaining season's rental, after the slip has been re-rented. No refunds will be given after Aug. 15th. All refunds do not include \$350.00 deposit which is non-refundable.
 - d) The slip contract rental period is from May 1 to Oct. 31. Any boat not winter stored with Brewer Deep River Marina that wants to occupy the slip prior to May 1st or after Oct. 31st will be charged on a per day basis.
3. To be admitted and to continue as a tenant of the Marina, a boat must be:
 - a) Used for pleasure only.
 - b) Registered, identified, marked, equipped and maintained as required by the law and safe practice and capable of passing a survey.
 - c) Subject to periodic inspection by the Marina to determine the maintenance of proper safety conditions.
4. The Tenant agrees to have his boat insured by complete marine coverage including liability, Each tenant will be held responsible for damage he may cause to other boats in the Marina or to the structures or facilities thereof. Current certificate of insurance must be on file with office.
5. When a boat enters the marina, it immediately comes under the jurisdiction of the Marina and shall be berthed only where ordered and maneuvered as directed. Vessels entering the Marina under emergency shall be reported immediately by their owners to the Marina.
6. When a Tenant expects to have his boat out of a slip for more than 24 hours, he shall so notify the Marina in advance, who may lease the slip for other purposes during this period. Failure to do so may result in Lessee's slip being occupied upon their return. Float plan forms are available in office. No sub-leasing of slips or transfer of boats between slips will be allowed.
7. Tenants will provide the Marina with a set of main door keys and ignition keys. The boat will only be entered by the Marina for possible periodic inspection or for emergency service, otherwise only with the authority of the Tenant. No other person will be allowed on the boat without the Tenant's permission.
8. All reasonable precautions will be taken by the Marina to ensure the safety of the Tenant's property. However, the Marina assumes no responsibility for the safety of any vessel docked in the Marina and will not be liable for fire, theft or damage of said vessel, its equipment, or any property in or on said vessel, however arising.
9. Absolutely no unauthorized fueling of vessels will be permitted at the Marina. All refueling must take place at Marina gas dock under staff supervision.
10. The Tenant (and guests for whom he is responsible) agrees to conduct himself at all times, when on the property of the marina or on any boat moored therein, so as to create no annoyance, hazard or nuisance to the Marina or to the other Tenants. This involved observance of good housekeeping and sanitation practices and the use of garbage receptacles.
 - A) The Marina pool is a private pool. Use is limited to boat owners and guests only. Boat owners should accompany their guests while they are in the Marina. Boat owners are responsible for their guests.
11. Dinghy docks are for mooring customers only. All dinghies must be clearly marked with the owner's name and name of boat. Dinghies found at the dinghy docks without names will be removed from the dinghy docks. Slip customers must store their dinghies either aboard their boat or in their rented slip. Dinghies are not to be placed on lawn, docks or in any slip without prior approval. No more than one dinghy per customer will be permitted. Tenders and dinghies may not measure any longer than 10' LOA.
12. No "outside" contractors or service organization of individuals will be permitted to undertake any work on boats in the Marina without prior approval. Proof of adequate liability and workmen's compensation insurance must be presented to the Marina. A fee will be paid to the Yard for the contractor's use of the facilities.
13. Campers and recreational vehicles are not permitted to park overnight within the Marina. No boat trailers or PWC are to be parked or stored in Marina yard without storage agreement. Trailers/PWC's left without storage agreement will be billed accordingly.
14. a) Sec 2524 General Statutes of Connecticut prohibits discharge or deposit of any rubbish, waste material or refuse material of any kind or description into the waters of any river, stream, pond or tidal waters. Penalty is a \$1,000.00 fine or imprisonment of three months, or both.
 - b) Owners and their guests are to use the Marina's shore side toilet's unless boat has a closed holding tank system. Head pumpout service is available at the fuel dock or with the DEP pumpout boat
15. Advertising or soliciting shall not be permitted in any part of the Marina without prior approval. .
16. Noise shall be kept to a minimum at all times. Patrons shall use discretion in operating engines, generators, radios and television sets so as not to create a nuisance or disturbance.
 - a) Boats must have suitable muffler systems and are not to run engines for prolonged periods at docks..
17. Boat owners shall not place dock boxes, steps, supplies, materials, accessories or debris on docks without prior approval.
18. Laundry shall not be hung on boats, docks or finger piers in the Marina.
19. Swimming, diving or fishing shall not be permitted in any part of the Marina without prior approval..
20. No charcoal fires or open fires of any kind will be allowed within the confines of the Marina unless a place has been designated for such use. Absolutely no grilling is allowed on docks or boats.
21. Dogs will be admitted to the Marina only under leash and must not run loose on the grounds or other people's boats. Owners are obligated to clean up any soil created by their pets. Failure to do so will result in Marina refusing boat owner the privilege of bringing their pet to the Marina any time.
22. Young children should be accompanied by adults at all times and it is recommended that non-swimmers wear life jackets when on or near the water.
23. Whenever practical, the Tenant is asked to purchase his marine supplies from the Marina.
24. In the event of a severe storm or hurricane, the Marina will attempt, if practical and possible, to provide preparation and damage prevention service. However, the owner or his agent is still solely responsible to take all emergency measures for said protection and/or damages to the owner's boat.
25. Marina will not be responsible for any loss or damage due to temporary power interruptions. Marina does not recommend leaving perishables in boat refrigerators. Electricity: Under no circumstances shall air-conditioners be left running while owners are absent for prolonged periods of time (i.e. more than one day).
26. The Marina does not permit boat owners to take up residence aboard their boats at any time. "Residence" is defined as more than 3 consecutive days per week spent on board, excluding vacation weeks.
27. Any infraction of the above rules and regulations of the Marina by the Tenant shall, at the option of the Marina, cancel this contract upon 10 days notice and Tenant shall forthwith remove his boat.
28. In the event that it becomes necessary for Brewer Deep River Marina to expend any sums of money for collection, or for court costs or attorney's fees, the owner/lessee of the vessel shall pay any such costs of collection and court costs.
29. Brewer Deep River Marina is hereby given a lien upon the vessel, it's contents and equipment and for any and all charges for service, repairs or storage of the same or for the balance owing on any other account. Accounts more than 180 days past due will automatically revert title of boat to Brewer Deep River Marina, Inc at which time vessel may be sold, auctioned or disposed of. Any monies received from the sale of boat will be used to satisfy the debt owed plus all costs related to the disposition. Any amount received over and above the aforementioned amount will be turned over to debtor, less a 10% service charge.