



BREWER SOUTH FREEPORT MARINE, INC.

PO Box 119 * 31 Main Street * South Freeport ME 04078 * phone 207-865-3181 * fax 207-865-3183

2009 SUMMER SLIP & MOORING CONTRACT

OWNER NAME _____ BOAT NAME _____

KEY _____ on file/on board (please circle one) COMBO _____ E-MAIL _____

STREET _____ CITY _____ STATE _____ ZIP _____

PHONE NUMBERS: (H) _____ (W) _____ (C) _____

SAIL/POWER _____ LOA _____ WATERLINE _____ BEAM _____ DRAFT _____ YEAR _____ MFR _____

SLIP & MOORING RATES

Contract covers May 15th through October 15th. Rates are calculated by slip length or boat length, whichever is greater.

____ LARGER VESSEL BERTH, for vessels over 45'\$100/ft _____

____ SMALLER VESSEL BERTH, for vessels 20' to 45' (20' minimum)\$92/ft _____

____ MOORING includes one dinghy tie & one parking permit.....\$2200 _____

____ DINGHY TIE WITH PARKING PERMIT (CIRCLE ONE: inflatable/hard shell, less than 10 ft.)\$800 _____

____ DINGHY TIE WITHOUT PARKING PERMIT (CIRCLE ONE: inflatable/hard shell, less than 10 ft.)\$400 _____

UTILITY RATES

Power use is monitored throughout the season and billing is adjusted if actual use differs from what is noted on this contract.

____ ONE 30 AMP HOOK-UP.....\$9/ft LOA _____

____ TWO 30 AMP HOOK-UPS.....\$18/ft LOA _____

____ ONE 50 AMP HOOK-UP.....\$11/ft LOA _____

____ TWO 50 AMP HOOK-UPS.....\$22/ft LOA _____

PARKING RATES

Temporary & guest passes for hourly, daily, and weekly parking may be purchased in the ship's store.

____ BREWER SLIP/MOORING CUSTOMER: 1st car parking permit.....NO CHARGE

____ BREWER SLIP/MOORING CUSTOMER: 2nd car parking permit.....\$200 _____

____ SEASONAL PARKING PERMIT (and 3rd or more car parking permit).....\$400 _____

KEYS FOR ALL CARS & BOATS MUST BE ON FILE IN THE SHIP'S STORE.

SUBTOTAL = \$ _____

SUBTOTAL x environmental surcharge of 1.5% _____

= TOTAL AMOUNT DUE \$ _____

For Office Use Only DEPOSIT RECEIVED _____

I have read the terms on the reverse side of this contract and agree to abide by them in their entirety.

Enclosed is a non-refundable deposit for 1/3 of the total amount due.

I understand that another 1/3 is due March 1st and the balance is due by April 1st.

SIGNATURE _____ DATE _____

A SIGNED COPY OF THIS CONTRACT IS DUE BY FEBRUARY 1ST, 2009.

GENERAL YARD RULES & CONDITIONS

1. No boats will be launched until outstanding bills are paid in full.
2. **Payment schedule for slip/mooring fee is as follows: 1/3 due with contract by February 1st, 1/3 due March 1st, balance due April 1st. Slips and moorings are not guaranteed to those submitting a contract and deposit after February 1st. Sorry, no refunds on slips/moorings.**
3. Bills will be mailed monthly and are due when rendered. A service charge of 1.5% per month (18% annually) will be added to balances thirty (30) days past due. House charges are considered a privilege. An accounts 30 days past due may lose house charge privileges until balance is paid.
4. **Summer season begins May 15th. Non-winter storage boats arriving early will be billed at transient rates.**
5. Boats left on land after July 1st will be charged \$3/sq. ft. for summer storage.
6. There will be a \$150 - \$300 charge for cradle, stand, or trailer storage. The yard is not responsible for cradles, stands, or trailers and will dispose of them if abandoned. Items must be marked with customer's name.
7. **Summer season ends October 15th. Non-winter storage boats must depart after this date or be subject to transient slip fees.**
8. **Slips/moorings are non-transferable. The yard reserves the right to rent slips/moorings to transient guests when not occupied by a tenant. The tenant agrees to notify the yard of his expected departure and return dates when gone overnight.**
9. **All boats must have hull and liability insurance. Proof of insurance must be filed with the yard annually and must list Brewer South Freeport Marine as "additionally insured".**
10. The yard is not responsible for damages due to fire, storm, theft, wind, ice, acts of God, or the work of independent contractors. The owner agrees the yard will not be held liable in the event of such occurrences.
11. In the event of a severe storm, the yard will attempt, if possible, to provide preparation and damage prevention services, for which the cost will be prorated over all boats. The owner is still solely responsible for taking all possible precautions. The yard does not assume any responsibility for sail protection or damage to boats.
12. The boat owner acknowledges that Brewer South Freeport Marine makes no representations regarding the adequacy of water levels for egress and ingress. Brewer South Freeport Marine is not responsible for damages resulting, directly or indirectly, from low water levels.
13. **NO** outside labor or independent contractor work is allowed unless permission is obtained from the yard office. The yard requires proof of liability insurance in the amount of ten million dollars (\$10,000,000.00) and will charge the owner's account \$10.00/hr for a subcontractor's use of the facilities. All outside contractors must complete forms available in the office and sign in/out daily.
14. In the interest of safety and efficiency, the yard reserves the right to move any vessel at any time the yard deems it necessary.
15. The use of electric extensions is at the sole risk of the user. The marina shall be exempt from any and all liability for damages or injury to any person or property caused by, or as a result of, the use of any electrical appliances.
16. All shorelines, adapters, and dockside male plugs **MUST** be equipped with an acceptable ground weather-proofing in accordance with Article 555 of the National Code. In 220v/50amp systems the neutral leg does **NOT** constitute a ground.
17. No barbeque grilling will be permitted on boats or docks.
18. The marina provides no security protection and assumes no responsibility whatsoever for the safety of boats and/or equipment referred to herein, directly or indirectly.
19. A boat key and/or hatch combination **MUST** be left on file at the yard.
20. All slip/mooring and parking customers **MUST** leave a car key on file at the yard.
21. **Boat owners MUST provide proper lines and fenders to accommodate boat handling and care.**
22. Dogs **MUST** be leashed at all times; owners **MUST** clean up after their pets.
23. Dinghies left on docks or in slips may, at the discretion of the yard management, be moved or hauled at the owner's expense (\$50). Dinghies still in the water after October 15th will be hauled and stored at the owner's expense.
24. No campers or mobile homes are allowed in parking areas.
25. All garbage is to be placed in the dumpsters provided by the yard.
26. **DO NOT DISPOSE OF OLD OIL IN YARD DUMPSTERS or leave on old oil at our doorstep! Contact yard office for disposal instructions.**
27. **Overboard discharge of heads or holding tanks within the marina is illegal and strictly prohibited.**
28. **All boat maintenance debris must be contained and disposed of properly. Dustless sanders are required and available for rent upon request. Do-it-yourself work must be cleared with boat yard management.**
29. **The yard prefers to remove all shrinkwrap for proper handling and packaging for recycling. If you wish to remove your own shrinkwrap, contact the yard for further instruction.**
30. **Boats stored year round will be given priority during the annual assignment of slips/moorings. If a boat leaves the premises for the winter, a slip/mooring is not guaranteed the following season.**

