

# BREWER GREENWICH BAY MARINA

South • North • East

One Masthead Drive, Warwick RI 02886

[bgb@byy.com](mailto:bgb@byy.com)

Tel 401.884.1810 Fax 401.884.4751

August 31<sup>st</sup>, 2008

Dear Fellow Boaters,

Thank you all for staying with Brewer Greenwich Bay Marina. We hope you enjoyed your boat despite the increased fuel costs. As our season begins to wind down after a summer full of great weather we begin to think about winter storage. We have kept the rates the same for the 2008/2009 winter season. Our summer contracts will go out at the beginning of October. Enclosed please find your storage contract for the 2008/2009 winter season. Please fill it out completely and return with a 50% deposit based on posted rates. In the notes section please indicate the week that you would like us to haul your vessel. Please be sure that your service provider has completed all in-water winterization the week prior to your haul-out date. Every effort will be made to meet your requested haul date. Any last minute changes in haul out dates will be accommodated as our schedule allows.

This fall and winter will be very busy for each of the Brewer Greenwich Bay facilities. The South Yard will see an entire new bathroom facility adjacent to the pool. We will also begin construction of a fixed wave fence that will forever protect the marina from any type of significant storm event. The East Yard bathroom facility is under construction and hopefully it will be finished by Thanksgiving. We are in the process of making arrangements to dredge the North and East Yards. As always, please provide your input so we can continue to upgrade the marinas and your facilities. You can forward your comments and suggestions to [bgb@byy.com](mailto:bgb@byy.com).

We are trying to establish additional and better communication with our customers. The most effective way do this is through email. This fall we will have a drawing to receive \$150.00 off your winter storage if we have a current email address on file. We will not use your address for solicitations or forward it to anyone else.

Brewer Cowesett has a complete ships store with access to any custom or special order part you may need. All of your winterizing needs are available in stock and at great prices. Should Jon Seeber not have it he will get it for you within a day or so.

We appreciate your decision to winter store with us and look forward to the 2009 summer season.

Sincerely,

Chris Ruhling,  
General Manager



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## WINTER STORAGE RATES 2008/2009

### GREENWICH BAY MARINA (SOUTH)

WINTER STORAGE	\$48 per foot (includes haul, power wash, blocking and re-launch) or \$3 <sup>.50</sup> /sq ft + \$6/foot for power wash & blocking. (Whichever is greater)
LAND STORAGE ONLY	\$42 per foot
IN WATER	\$33 per foot + Metered Electric \$36 per foot (Live Aboard) + Metered Electric
HEATED INSIDE STORAGE	\$13 <sup>.50</sup> /sq. ft. + \$6/ft for power wash & blocking (double slings +\$100)
PLASTIC DRAPING INSIDE STORAGE	(Mandatory) \$2 <sup>.00</sup> per foot
PERSONAL WATERCRAFT STORAGE	\$450 <sup>.00</sup> includes haul and launch

### GREENWICH BAY MARINA (NORTH & EAST)

WINTER STORAGE	\$36 per foot (includes haul, power wash, blocking and re-launch)
LAND STORAGE ONLY	\$42 per foot
IN WATER	\$30 per foot + Metered Electric \$33 per foot (Live Aboard) + Metered Electric
PERSONAL WATERCRAFT STORAGE	\$450 <sup>.00</sup> includes haul and launch

### SERVICE RATES

BLOCKING	\$3.00 per foot
POWER WASHING	\$3.00 per foot, exceptionally fouled bottoms will be quoted at our normal hourly rate of \$89 <sup>.00</sup> /hr
ACID WASHING	Time and Material
HAUL & LAUNCH	\$8 <sup>.00</sup> per ft. under 45' plus blocking & power wash \$10 <sup>.00</sup> per ft. 45'-55' plus blocking & power wash \$12 <sup>.00</sup> per ft. over 55' plus blocking & power wash (Double sling charge \$100)
EMERGENCY HAUL-OUT (INCLUDES RE-LAUNCH)	\$13 <sup>.00</sup> per foot under 45' plus blocking & power wash \$15 <sup>.00</sup> per foot 45'-55' plus blocking & power wash \$17 <sup>.00</sup> per foot over 55' plus blocking & power wash (Double slings add \$100)
SHORT HAUL (1 HOUR MAX) OR LOAD ON TRAILER	\$6 <sup>.50</sup> per foot under 45' \$7 <sup>.50</sup> per foot 45'-55' \$8 <sup>.50</sup> per foot over 55'
STEP OR UN-STEP MAST	\$5 <sup>.25</sup> per foot plus \$75 Crane Charge
LABOR RATE	\$89 <sup>.00</sup> per hour



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One Masthead Drive (South), Warwick, RI 02886 • tel: 401-884-1810 • fax: 401-884-4751  
 125 Wharf Road (East) • 252 Second Point Road (North), Warwick, RI 02889 • fax: 401-737-3227

# WINTER STORAGE CONTRACT

NOVEMBER 1 - APRIL 30

OFFICIAL USE	CUSTOMER NUMBER	BOAT ID NUMBER	SLIP LOCATION	INDOOR / OUTDOOR / IN WATER	DATE
OWNER'S NAME		VESSEL NAME		REG/DOC NUMBER	
OFFICIAL MAILING ADDRESS		MAKE AND MODEL OF VESSEL		YEAR	
CITY AND STATE	ZIP	LENGTH OVER ALL	BEAM	DRAFT	COMBO/KEY
HOME PHONE	BUSINESS PHONE	INSURANCE COMPANY AND EXP. DATE			
CELL PHONE	E-MAIL ADDRESS	CHECK YARD LOCATION <input type="checkbox"/> SOUTH (Main) <input type="checkbox"/> EAST (Wharf Rd) <input type="checkbox"/> NORTH (2nd Point Rd)			

**WINTER RESERVATION AND SCHEDULE:** Winter contracts will only be accepted when accompanied by 50% deposit and a signed contract agreement. Remaining balance is due within 30 days of the invoice. There are NO exceptions. \_\_\_\_\_ (initial)

PAYMENT ENCLOSED:    CASH     CHECK     CREDIT CARD     AMOUNT: \_\_\_\_\_

CARD NO.: \_\_\_\_\_ EXP. DATE \_\_\_\_\_ VISA     MASTERCARD     AMEX     DISCOVER

**\*A Credit Card Number is Required Regardless of Payment Method for our Records  
 If your boat is on land after 5/1/08 and you do not have a summer slip, summer land storage will be billed accordingly.**

**SPECIAL INSTRUCTIONS FOR HAUL:**

CHARGE:

E.S. 1.5%:

TOTAL:

50% DEPOSIT:

BALANCE DUE:

**REQUESTED HAUL DATE:**

**WEEK OF** \_\_\_\_\_ **WO#** \_\_\_\_\_

### TERMS AND CONDITIONS:

- (A) The Marina reserves the right to haul any boat for non-payment of account at the owner's expense. All claims for adjustments on any billings must be rendered within five (5) days of receipt of bill after which time, no adjustments will be made. It is further understood that a maritime lien against the vessel itself will secure any obligation to the marina. A service charge will be added for all overdue accounts. The owner warrants and agrees that the contractual benefits, and all matters covered by this agreement, are such as will in every instance give rise to a maritime lien against the vessel, in addition to any direct claims against the owner or those in privity with him or the vessel which may exist.
- (B) Keys or combination must be left at marina office prior to slip occupancy or haul or launch date or locks will be cut.
- (C) The Marina reserves the right to rent slips to transient boaters when not occupied by regular tenant. This contract is only for the above referenced vessel and cannot be reassigned or sublet. Please advise the office of your departure and return dates to avoid any inconvenience to you upon return.
- (D) Boarding steps and dock boxes must be approved by the yard as to size and placement. Storage of dinghies on docks is NOT allowed. Dinghies, if not stored aboard, must be secured in such a way as NOT to extend beyond the slip to avoid interference with free passage of other boats. Unless specifically described, this contract does not include any tender, dinghy, or rowboat of any size.
- (E) Those planning to live aboard their boats must make arrangements with office and will be charged an additional fee.
- (F) All sailboats must have halyards tied. If not, it will be done by yard personnel at the owner's expense.
- (G) All electricity and water service may be terminated by October 15, in preparation for winter. Any boat in the water after November 30 will automatically be hauled for storage at the owner's expense. All boats on metered dock boxes will be charged for electricity throughout the year. Vessels not launched for summer season will be charged additional land storage and reblocking fees. Land storage boats are not allowed to remain plugged in to electric, metered electric available upon request.

**I have read, understood and accepted the terms, conditions and regulations as outlined on both sides of the "Dockage Contract".**

**BEWARE - The vessel and its contents may be sold at Public Auction for failure to pay dockage charges.**

**Owner's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Marina: Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

(H) As a courtesy to your fellow boaters, the yard requests that voices, stereos, etc. be kept at a responsible sound level. As a courtesy to The Marina, the yard requests that the office be notified of any change of address, phone numbers, boat name or boat ownership.

(I) The owner covenants and warrants that the vessel is fully insured for all loss or damage while stored at the marina. The Marina and/or its employees shall not be responsible for vandalism, fire, storm, theft, act of God or any other cause beyond our control. The owner further warrants that the vessel is maintained in a safe and seaworthy condition at all times and that if the vessel is determined to be unsafe or an environmental hazard, then the marina, at its discretion, may haul the vessel at the owner's expense. The Marina recommends removal of O/D if vessel is stored on land.

(J) It is understood that the services included in this contract do not include any specific type of watchman, police, guard or security services. The owner agrees that the marina shall not be liable for losses due to theft, fire or any other cause beyond our control.

(K) There are absolutely no refunds on deposits and should service be interrupted for any reason there will be no refunds or pro-rated refunds to compensate boat owners.

(L) The owner and Marina agree and stipulate that if the vessel leaves the marina's facilities, with or without Marina's consent, prior to full payment of all amounts currently due, from time to time (including amounts due for accounts applicable prior to winter storage), Marina shall not lose any of its right to payment, to any liens under state or federal (including federal maritime) laws against the vessel, etc. or to regain possession (with or without process of law) of the vessel and to hold it again and thereafter until paid in full. No release of possession of the vessel by Marina shall be construed as, or operate to create, a waiver or surrender of any rights or remedies hereunder by Marina. The owner further covenants and agrees that a service charge shall be payable on any and all unpaid balances due from time to time hereunder, at the rate of 1 1/2 percent per month on outstanding balances, commencing from the fifteenth (15th) day after the date of the invoice or statement rendered. Such service charge shall be protected and secured by said liens. The owner further agrees that in the event that Marina shall take action to collect any balances due hereunder, including suits to enforce liens against the vessel, a reasonable attorney's fee and related expenses of said attorney shall be assessable as part of Marina's damages, in addition to balances due to account principal and service charges, regardless of whether any lawsuit is actually filed by said attorney.

(M) The Marina reserves the right not to renew this contract, and the right to refuse to approve or permit the assignment of this contract by the owner to another person or to a legal entity and the right to refuse to approve or permit the assignment of this contract to any other vessel than the above vessel. Marina shall have the right to terminate this contract for cause, upon reasonable notice in writing to the owner.

(N) Bassett Boat Company, Inc. oversees the management of servicing, maintenance and repair of vessels at the Greenwich Bay yard under contract with the Marina. The owner may, however, directly or by private contractors, supply work, labor, parts, components and material in respect to the maintenance, repairs and services for the owner's vessel while it is stored outside or in the water at the Marina's facilities; provided however, that the owner shall first, in all such instances, notify the Marina, through its service management agent, Bassett Boat Company, Inc. of his intention to supply the Marina with certificate(s) of insurance covering the contractor for personal injury, workmen's compensation, property damage claims and such other risks as are customarily covered by comprehensive general liability policies, including affirmative coverage for all environmental risks, at policy limits equal to or greater than those carried by the Marina and naming the Marina and its agent(s) as additional insureds. The owner expressly agrees, as well, to personally hold the Marina harmless from and against any and all claims and risks of every nature arising out of owner's contractor's actions. Outside contractors will additionally be assessed an hourly facilities fee and environmental charge for work performed at the Marina's premises. In furtherance of these requirements, in each case where a person other than owner arrives for work at the Marina premises, he or they shall report to the offices of the Service Agent and present the above-referenced insurance certificate(s) in acceptable form, and shall otherwise comply with the Marina's policies and procedures. Owner expressly acknowledges and assents to the right of Bassett Boat Company Inc. to enforce this provision as the Marina's service management agent in its own name.

(O) The Marina facilities shall not be used for solicitation, advertising or any other business purposes, either from the vessel or from ashore, except by the Marina or its permittees. It is understood and agreed that the Marina shall charge a fee to outside yacht brokers, payable in advance, for the service of the Marina in order to show a vessel. No signs will be permitted at the Marina without permission of the Marina.

(P) HURRICANE- The Marina shall not be liable for loss, damage, third party damage or loss to property or person in the event of acts of God, storms, floods, high winds, gales or hurricanes. It is the owner's responsibility to remove the vessel or in a timely manner instruct the Marina to haul it without liability to the Marina and at its emergency haul out rate for equipment and labor. Owner shall bear total responsibility for all damage to vessel in these circumstances. If owner does not remove vessel, it is stipulated that the Marina may do so, at full cost to owner, but with no responsibility on its part or on the part of the Marina's insurance underwriter. Owner stipulates that vessel will contain at all times sufficient ground tackle for hurricane conditions.

(Q) The person who has signed the contract as the owner hereby warrants and represents that he is in fact in law the true owner of the vessel, and that he has full power and right to enter into this contract for himself and for the vessel, and that there are no restrictions of any kind upon him or the vessel which limit or restrict his right and power to bind himself and the vessel to each and every term and condition of this contract.

(R) We do not recommend storing sail boats with the mast in place. Unless otherwise instructed, it shall be construed as the wish(es) of the boat owner(s) that any boat stored with the mast in place will hold Greenwich Bay Marina harmless in the event of damage sustained.

(S) All boats launched from the yard and not renting dock space for the summer will be allowed 5 days free docking. A charge of \$1.50 per day per foot will be made after 5 days.

(T) No padding, hose, rug or other material shall be attached to the sides of the slips; only material authorized by the Marina Management in writing may be used. All other material attached to the slips will be removed. Boat owners shall make no material change in the slip. No barbecuing is allowed on the docks or on the boats at the docks.

(U) The marina reserves the right to reassign dock slip assignments as the need may arise. The summer dockage contract does not guarantee any particular slip assignment.

(V) The vessel owner is responsible to ensure that all drain plugs are removed for winter storage. The marina is not responsible for ice damage on land or wet storage vessels.

(W) If a vessel leaks when, launched, any pumping &/or checking by the marina will be charged on a time and material basis.

(X) Fueling of vessels in Marina must be done through the marina office. Overboard discharge of heads and holding tanks is prohibited.

(Y) Pets are allowed at the sole discretion of the marina. The marina is not responsible for nor assumes any liability for the actions of your pets. Pets must be on a leash at all times and may never be tied to docks, pilings, piers, wharfs, fences or your vessel.

(Z) The marina will not be responsible for cradles, trailers or canvasses left for summer season. Repairs will be at owners expenses and storage fees will be applied.

(ZZ) All invoices are due upon receipt.

(ZZZ) A 1.5 % environmental fee will be charged on all invoices.