

Brewer Bruce & Johnson's Branford Marina, Inc.

145 So. Montowese Street P.O. Box 253 Branford, CT 06405 -0253
Phone (203) 488-8329 Fax (203) 488-5010 E-mail: bjmooffice@bby.com

Comb# _____
Key _____

SLIP RENTAL CONTRACT – 2009

TERMS: ** Winter Storage Customers : See Page 3 for Discounted Rates**

Summer slip payment schedule:
December 15th - 1/3 of slip price - with contract
March 15th - 1/3 of slip price
April 15th - 1/3 of slip price

OWNER _____ SPOUSE/PARTNER _____

STREET _____

CITY _____ STATE _____ ZIP _____ PHONE RES _____ BUS _____

E-MAIL ADDRESS _____ CELL PHONE _____

BOAT NAME _____ LENGTH _____ BEAM _____ YEAR _____ WOOD _____ FIBERGLASS _____

REG. NO. _____ MAKE/MODEL _____ POWER _____ SAIL _____ DRAFT _____

BOAT TRAILER MAKE _____ MARKER PLATE # _____

DID YOU WINTER STORE HERE 2008-2009? YES _____ NO _____ (If "yes" see Page 3 for Discounted Slip Rates)

ELECTRIC CHARGE POLICY : WE HAVE INSTALLED ELECTRIC METERS AT EACH SLIP ON DOCKS AA, A, & B. ALL AA, A, & B DOCK CUSTOMERS MUST CHOOSE AN ELECTRIC HOOKUP OPTION AS LISTED BELOW. IF YOU USE MORE ELEC. THAN THE CHARGE YOU HAVE SELECTED, YOU WILL BE CHARGED ADDITIONAL ACCORDING TO THE METER READING.

Note: Electric charges are in addition to slip fee.

CHECK SPACE DESIRED: LIMITS ON LENGTH WILL BE STRICTLY ADHERED TO.

"AA SOUTH" () BERTHS WITH 50' FINGER FLOAT, TIE OFF PILING BETWEEN BERTHS,\$7350.00
CONCRETE LIMIT 60' O.A.L. INCLUDING BOWSPRIT & PLATFORM

One 30 AMP \$60.00/Season Two 30 AMP \$150/Season One 50 AMP \$300/Season

"AA NORTH" () BERTHS WITH 40' FINGER FLOAT, TIE OFF PILING BETWEEN BERTHS,\$6550.00
LIMIT 50' O.A.L. INCLUDING BOWSPRIT & PLATFORM

One 30 AMP \$60.00/Season Two 30 AMP \$150/Season One 50 AMP \$300/Season

"A SOUTH" () BERTHS WITH 40' FINGER FLOAT, TIE OFF PILING BETWEEN BERTHS,\$6550.00
SLIPS #1-22 LIMIT 50' O.A.L. INCLUDING BOWSPRIT & PLATFORM

One 30 AMP \$60.00/Season Two 30 AMP \$150/Season One 50 AMP \$300/Season

"A SOUTH" () BERTHS WITH 50' FINGER FLOAT, TIE OFF PILING BETWEEN BERTHS.....\$7350.00
SLIPS#23-29 LIMIT 55' O.A.L. INCLUDING BOWSPRIT & PLATFORM

One 30 AMP \$60.00/Season Two 30 AMP \$150/Season One 50 AMP \$300/Season

"A NORTH" () BERTHS WITH 36' FINGER FLOAT, TIE OFF PILING BETWEEN BERTHS,.....\$5350.00
LIMIT 40' O.A.L. INCLUDING BOWSPRIT & PLATFORM

One 30 AMP \$60.00/Season Two 30 AMP \$150/Season

"B" () BERTHS WITH 30' FINGER FLOAT, TIE OFF PILING BETWEEN BERTHS,\$4850.00
LIMIT 36' O.A.L. INCLUDING BOWSPRIT & PLATFORM

One 30 AMP \$60.00/Season Two 30 AMP \$150/Season

"C" () BERTHS WITH 26' FINGER FLOAT, TWIN 30AMP/120V OUTLETS, FREE CABLE T.V.....\$3425.00
LIMIT 30' O.A.L. INCLUDING BOWSPRIT & PLATFORM

"D" () BERTHS WITH 26' FINGER FLOAT, TWIN 30AMP/120V OUTLETS, FREE CABLE T.V.....\$3275.00
LIMIT 30' O.A.L. INCLUDING BOWSPRIT & PLATFORM

"E" () BERTHS WITH 20' FINGER FLOAT, SINGLE 30AMP/120V OUTLET.....\$2550.00
LIMIT 25' O.A.L. INCLUDING BOWSPRIT & PLATFORM

"F" () BERTHS WITH 30' FINGER FLOAT, TIE OFF PILING BETWEEN BERTHS,.....\$3625.00
LIMIT 33' O.A.L. INCLUDING BOWSPRIT & PLATFORM

"G" () BERTHS WITH 26' FINGER FLOAT, TWIN 30AMP/120V OUTLETS, FREE CABLE T.V.....\$3250.00
LIMIT 30' O.A.L. INCLUDING BOWSPRIT & PLATFORM

"H" () BERTHS WITH 20' FINGER FLOAT, SINGLE 30AMP/120V OUTLET.....\$2550.00
LIMIT 25' O.A.L. INCLUDING BOWSPRIT & PLATFORM

STAKE MOORING () LIMIT 30' O.A.L. SHALLOW DRAFT..... \$1475.00

NOTE: A 1.5% environmental charge and 6% CT sales tax must be added to above prices. Please return this contract and deposit by 12/15/08 to reserve a slip. Proof of insurance must be provided. I have read the conditions on pages 1, 2 & 3 and agree to them as stated.

NOTE TO BRUCE & JOHNSON'S WINTER STORAGE CUSTOMERS: You have first preference for slips and may "bump" non-storage customers until 12/15/08 You must return this contract with deposit by December 15th 2008 to reserve a slip, if no arrangements are made by 12/15/08 slips will become available to other people on a first come, first serve basis. People with earliest deposits will be assigned slips first.

OWNER'S SIGNATURE _____ DATE _____

Credit Card Payment Authorization

I authorize Bruce & Johnson's Branford Marina, Inc., to charge my credit card for the amount of \$ _____

Card Type: Visa, MC, Amex, Discover (Circle one). Cardholder's name _____

Card Number _____ Expiration Date _____

Billing Address _____

Signature _____

SLIP RENTAL CONTRACT - 2009
CONDITIONS

- 1) Slip rentals are payable as follows:
1/3 deposit with contract prior to Dec. 15th, 1/3 - March 15th, 1/3 – April 15th. (Prior to occupying slip)
If slip is not paid in full by May 1st, the marina may re-sell the slip and retain the amount of the deposit.
- 2) In the event a slip is occupied before payment, the yard shall request immediate payment, and if not received within seven days, the boat will be removed from the water at owner's expense.
- 3) All bills, including the slip fee, must be paid in full before the boat is launched. Any legal expense incurred to collect bills will be passed on to the customer. If bills exceed 45 days, the boat will be hauled at the owner's expense.
- 4) All bills are payable when rendered. Balances past due thirty (30) days will be charged interest at the rate of 1% per month (12% per year).
- 5) The owner agrees to leave a set of keys at the yard office before the boat is put into the slip.
- 6) The yard reserves the right to rent slips to transients when not occupied by the customer. The customer agrees to notify the Dock master or office when he expects to leave and return from an overnight trip so that the slip can be used for this purpose and to avoid any inconvenience to the customer upon his return. Sign out at the marina office.
- 7) ****No outside labor is permitted unless authorized by the yard manager. Use of unauthorized outside labor may result in forfeiture of slip. Outside contractors must carry marina operators legal liability insurance equal to Bruce & Johnson's (\$10,000,000) to protect our customers. Contractors must provide insurance certificates for liability and workman's compensation. They must register in the yard office when arriving and leaving the yard. They must comply with yard rules and the manager's directives. A fee of \$20/hr. will be charged to subcontractors to compensate Bruce & Johnson's for use of our facilities and overhead. A resale certificate and Federal & State Tax I.D. numbers must be on file with Bruce & Johnson's.**
- 8) Only household type garbage is to be placed in refuse containers.
- 9) ****All boats must have liability insurance.** The yard is not responsible for damage by fire, storm, vandalism or theft and the owner agrees to hold the yard harmless in the event of such occurrence.
- 10) **NO** fires of any kind will be permitted on the docks. Due to fire hazard, gasoline may not be transported on docks. Barbecuing is not permitted on docks with any type of grill (including electric).
- 11) Scuba diving from the docks will not be allowed unless approved by the yard manager. Divers must be properly certified and carry appropriate subcontractor insurance. Boat bottoms may not be cleaned in the water due to CT DEP regulations.
- 12) Dogs must be kept on leashes at all times and may not be left tied on the dock. Dogs must be accompanied by the owner when not aboard the boat. They must be walked away from dock, picnic and grass areas. Owners must clean up after their pets.
- 13) Slips are not transferable. A prorated slip rental may be arranged with the new owner in the event of the sale of your boat, at the discretion of the manager.
- 14) Summer season is from April 1st to November 15th. After November 1st the water is shut off to prepare for winter. Any boats left in the water after Thanksgiving will automatically be hauled for storage.
- 15) Television antennas will not be permitted on pilings.
- 16) Parking regulations must be complied with.
- 17) No live aboards are allowed except on a temporary basis with office permission. People living aboard will be charged for electricity. Boats left unattended with air conditioners running will be considered "live-aboards" and charged extra for electricity.
- 18) Dinghies may not exceed 9 ft. and may not be tied alongside boats in slips. Dinghies must not be left on docks. Dinghies left in unoccupied slips without office permission will be hauled at owner's expense.
- 19) The yard will not be responsible for trailers, cradles or canvas covers stored during the summer season. If repairs are necessary, they will be done at the owner's expense. All trailers must be clearly marked with the owner's name. Summer trailer storage for non-winter storage customers will cost \$250.00.
- 20) All sailboats must have halyards tied. If this is not done, it will be done by the yard at the owner's expense.
- 21) The yard will not be responsible for boats sunk at dockside due to owner's negligence or faulty equipment.
- 22) Brewer Yacht Sales operates an office at Bruce & Johnson's. If your boat is for sale, please list it with them. Their phone number is (203) 481-2773. Ask for Hal Slater.
- 23) Any person changing the oil in their boat should contact the yard for disposal of oil. Oil is not to be disposed of in dumpsters.
- 24) **No** fish or dinghy cleaning is allowed on docks. Fish may not be cleaned at the dock and no fish parts will be thrown in the water. Fish parts must be sealed in plastic and disposed of in dumpsters.
- 25) Boats must be in satisfactory condition (to be determined by the yard manager) in order to occupy a slip. **Only work of a minor nature will be permitted on docks.** Work that might be offensive to neighboring boats must be done on land or outside of the yard.
- 26) Boats must arrive at the marina under their own power. They may not be towed to the marina. House boats are not permitted.
- 27) Actions or activities that might annoy neighboring boat owners should be avoided (such as crabbing). Crabbing is not allowed on the docks. Boat owners must keep the area around their boat(s) neat and clean.
- 28) Quiet hours are from 11pm to 7am daily. Noise should be kept to a minimum at all times.
- 29) Pool rules and regulations, to be determined by the yard manager, must be complied with. Non-compliance may result in forfeiture of slip.
- 30) The yard will not be responsible for fire, theft, vandalism, wind or ice damage and the owner agrees to hold the yard harmless in the event of such occurrences. We strongly recommend removing or locking of outboards to prevent theft. These are prime targets for thieves.
- 31) Any infraction of the above rules and regulations of the yard shall, at the option of the yard, cancel this contract upon ten (10) days notice, and the customer shall forthwith remove his/her boat.

DISCOUNTED SLIP RATE SCHEDULE

FOR WINTER STORAGE CUSTOMERS ONLY -- (PAYING IN FULL BY DECEMBER 15, 2008)

AA Dock South	\$7350.00	Less 5%	6982.50	W/Env. Fee & Sales Tax	\$7512.47
AA Dock North	\$6550.00	Less 5%	6222.50	W/Env. Fee & Sales Tax	\$6694.79
A Dock South #1-22	\$6550.00	Less 5%	6222.50	W/Env. Fee & Sales Tax	\$6694.79
A Dock South #23-29	\$7350.00	Less 5%	6982.50	W/Env. Fee & Sales Tax	\$7512.47
A Dock North	\$5350.00	Less 5%	5082.50	W/Env. Fee & Sales Tax	\$5468.26
B Dock	\$4850.00	Less 5%	4607.50	W/Env. Fee & Sales Tax	\$4957.21
C Dock	\$3425.00	Less 5%	3253.75	W/Env. Fee & Sales Tax	\$3500.71
D Dock	\$3275.00	Less 5%	3111.25	W/Env. Fee & Sales Tax	\$3347.40
E Dock	\$2550.00	Less 5%	2422.50	W/Env. Fee & Sales Tax	\$2606.37
F Dock	\$3625.00	Less 5%	3443.75	W/Env. Fee & Sales Tax	\$3705.13
G Dock	\$3250.00	Less 5%	3087.50	W/Env. Fee & Sales Tax	\$3321.84
H Dock	\$2550.00	Less 5%	2422.50	W/Env. Fee & Sales Tax	\$2606.37
STAKE	\$1475.00	Less 5%	1401.25	W/Env. Fee & Sales Tax	\$1507.61

* To qualify for discounted rate, payment in full must be made by December 15, 2008. All other charges must be current.*

NOTE: American Express and Discover are not accepted for the discounted rate.