

Received _____
Deposit _____
Billed _____

Office Use: Name _____
Dock/Slip # _____
Customer # _____

BREWER COVE HAVEN MARINA

Quality Yacht Service

101 Narragansett Avenue, Barrington, RI 02806

Tel 401.246.1600 Fax 401.246.0731

SUMMER SLIP CONTRACT 2009

OWNER'S NAME _____ REGISTRATION/DOCUMENTATION # _____
STREET _____ HAILING PORT _____
CITY _____ ST _____ ZIP _____ BOAT NAME _____
HOME PHONE _____ BUS. PHONE _____ CELL _____ SAIL/POWER _____
LENGTH _____ DRAFT _____ BEAM _____ COMBO # / KEY _____
MAKE, YEAR _____ WOOD / GLASS / OTHER _____ EMAIL _____

My signature authorizes slip fees to be charged to my credit card listed below:

AMEX MC / Visa _____ Exp. Date _____ Authorized Signature _____

SLIP PREFERENCE

(SLIP #) FIRST CHOICE _____ SECOND CHOICE _____ THIRD CHOICE _____

DO YOU WINTER STORE IN YARD? YES ___ NO ___

Applicants will be accepted only if the following requirements are met:

1. Contract forms filled out in full INCLUDING REGISTRATION AND/OR DOCUMENTATION NUMBERS.
2. **FULL** payment of all outstanding bills. (VISA / MC / AMEX Accepted)
3. Deposit for slip received - (\$500 Non-Refundable Deposit) paid with check separate from above.
4. A copy of the current hull and liability insurance policy **MUST** accompany this contract. No contract will be accepted without this information.

Small boats alongside dockage @ \$110.00 / ft.
25' fingers @ \$115/ft. \$2,875.00 minimum
30' fingers @ \$115/ft. \$3,450.00 minimum
35' fingers @ \$120/ft. \$4,200.00 minimum
40' fingers @ \$120/ft. \$4,800.00 minimum
45' fingers @ \$125/ft. \$5,625.00 minimum
Slip rental rate is \$115-125 / ft. of length of boat or length of finger pier, whichever is greater.

Lengths will be calculated on total boat length including bowsprits, boomkins, swim platforms, etc.

I would like a 50 amp 240 v outlet _____ or 2nd 30 amp 125 v electrical outlet _____ \$150.00 extra.
Electricity will be metered and billed to each slip customer each month.

Boat owners who stored with us this winter will be given first choice of slip assignment until December 1, 2008, after which time slips will be assigned on first come first served basis. Every effort will be made to accommodate long term customers. The marina management reserves the right to refuse any applications and reassign slips as deemed necessary. A 1.5% environmental charge will be applied to all charges. This charge is not a government fee but assists in paying part of the cost of environmental compliance.

I agree to the terms, conditions, and general yard rules set forth above and on reverse side of contract: AS FURTHER PROVIDED ON THE REVERSE SIDE HEREOF, THE BOAT OWNER AND THE BOAT SHALL BE RESPONSIBLE FOR PAYMENT, TOGETHER WITH ALL COSTS OF COLLECTION (INCLUDING REASONABLE ATTORNEY'S FEES) INCURRED, WITH RESPECT TO UNPAID BALANCES DUE FOR STORAGE CHARGES AS WELL AS ANY ADDITIONAL SERVICES PROVIDED TO THE BOAT DURING THE TERM OF THIS CONTRACT AND/OR SUBSEQUENT THERETO INCLUDING CHARGES FOR LABOR AND MATERIALS REQUIRED FOR REPAIRS, MAINTENANCE AND/OR ANY OTHER WORK REQUESTED BY OWNER OR OWNER'S AGENT.

SIGNED _____ DATE _____



MAMARONECK, NY • GLEN COVE, NY • GREENPORT, NY • PORT WASHINGTON, NY • STAMFORD, CT • STRATFORD, CT • BRANFORD, CT • WESTBROOK, CT • OLD SAYBROOK, CT
DEEP RIVER, CT • ESSEX, CT • MYSTIC, CT • WICKFORD, RI • WARWICK, RI • BARRINGTON, RI • PORTSMOUTH, RI • N. FALMOUTH, MA • PLYMOUTH, MA • S. FREEPORT, ME

AFFILIATES: BREWER YACHT SALES • BREWER SPECIAL PRODUCTS • BREWER INSURANCE • WEB SITE: WWW.BYY.COM

E-MAIL: CHC@BYY.COM

GENERAL YARD RULES AND CONDITIONS

1. No boats will be launched until outstanding bills are paid in full. Personal checks must be received seven (7) banking days prior to launching.
2. Payments for slip fee is as follows: \$500 with contract, 1/3 January 30, 1/3 Feb. 27, balance March 30 or at time of launch whichever comes first. The owner authorizes the Yard to haul at owner's expense whose slip fee has not been paid.
3. Bills will be mailed monthly, and are due when rendered. A service charge of 1½% per month (18% annually) will be added to balances thirty (30) days past due. **PAST DUE FEES:** Any unpaid charges shall be a lien against the vessel, her tackle, equipment, etc. and notwithstanding anything in the law to the contrary shall continue to be a lien until such obligation is fully paid. All costs incurred in the collection of any monies due, including, but not limited to, any services rendered, materials or supplies purchased, storage or dockage, taxes, environmental surcharges and late fees shall have the right to haul the boat at the owner's expense. The payment policies and the terms of this contract will be in effect for all obligations to Cove Haven Marina, including all subsequent work orders for repairs and/or services provided to the vessel as requested by the owner or its agent whether orally or in writing.
*Beware - The vessel and its contents may be sold at public auction for failure to pay storage fees.
4. Boats left on land after June 1, 2009 will be charged \$5.00/sq. ft. for summer storage and will be moved to a summer storage area at the charge of \$7.50 per foot.
5. There will be a \$500.00 charge for cradle, poppets or trailer storage. The Yard is not responsible for cradles, trailers or poppets and will dispose of them if abandoned.
6. Slips are not transferable.
7. All boats must have hull and liability insurance. The Yard is not responsible for damages due to fire, storm, theft, winds, ice, acts of God, outside labor, or the work of independent contractors. The owner agrees the Yard will not be held liable in the event of such occurrence.
8. In the event of a severe storm, the Yard will attempt, if possible, to provide preparation and damage prevention service, the cost for which will be prorated over all boats. However, the owner is still solely responsible to take all emergency means possible, and the Yard does not assume any responsibility for said protection or damages to the owner's boat. Each boat owner must submit a Hurricane Preparation Plan to the office by June 1, 2009.
9. No fires will be permitted on docks or boats. The yard reserves the right to remove storage boxes, stairs, hoses, rhuil rails etc. which may be attached to our docks at owners expense.
10. The Yard reserves the right to rent the slips to transients when not occupied by the slipholder. The slipholder agrees to notify the Yard when he expects to leave and also when he expects to return from an overnight trip so that the slip can be used for this purpose and to avoid any inconvenience to the slipholder upon his return.
11. The boat owner acknowledges that Cove Haven Marina makes no representation regarding the adequacy of water levels for egress and ingress. Cove Haven Marina is not responsible for damages resulting, directly or indirectly, from low water levels.
12. **NO outside labor or independent contractor's work is allowed unless permission is obtained from the Yard office. The Yard will require proof of liability insurance in the amount of \$20,000,000.00 (twenty million) and will charge the owner's account \$20.00/hr. for use of its facilities. All outside contractors must complete forms available in office, and sign in and out of office daily.**
13. The use of electric extensions is at the sole risk of the user and Marina shall be exempt from any and all liability of damages or injury to any person or property caused by or as a result of the use of any electrical appliance. 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 / 50 amp systems the neutral leg does **NOT** constitute a ground. Equipment damaged by the customer will be replaced and charged to the owners account. Phone wiring is not supplied to the dock. Anyone wishing wiring should contact the office and arrange for wiring to their slip, which will be billed accordingly. Wiring by anyone other than Cove Haven personnel will be removed. Removal expense will be billed to the customer's account.
14. The Marina provides no security protection and assumes no responsibility whatsoever for the safety of any boat(s) or equipment referred to herein, directly or indirectly.
15. Key and/or hatch combination **MUST** be left with the Yard office.
16. Dogs must be leashed at all times; owners must clean up after their pets.
17. People planning to live on their boats must make arrangements with the office and will be charged additional for electricity. Please refer to #21 below.
18. Summer season is from May 1st, 2009 to October 31st, 2009. All water and electricity will be shut off, depending on weather. Any boats in the water after Thanksgiving Day will automatically be hauled to storage and winterized at normal Yard rates at the owners expense unless previous arrangements have been made.
19. All dinghies attached to Cove Haven docks must be registered with Yard office otherwise will be hauled at the owners expense (\$100). Any dinghies obstructing other boats will be moved at the owners expense. Dinghy dock space is \$500 for the season.
20. No campers or mobile homes allowed in parking areas without prior permission.
21. Overboard discharge of head or holding tanks within the marina is strictly illegal. Anyone discovered doing so shall be subject to immediate implementation of #23 below.
22. Transportation of flammable material & fueling of boats at the dock is strictly prohibited.
23. Any infraction of the above rules and regulations of the Yard by the slipholder shall, at the option of the Yard, cancel this contract upon ten (10) days notice, and the slipholder shall forthwith remove this boat. All wooden boats are to be approved by the GM.
24. A 1.5% environmental charge will be applied to all charges. This charge is not a government fee but assists in paying part of the cost of environmental compliance.
25. The Marina will not be responsible for liability of power or water surges.
26. Display of signs of any type on boats in yard is prohibited unless prior permission has been received from office. For sale signs must be Brewer Yacht Sales signs or approved by office.
27. The boat owner agrees to assume responsibility for all oil spills or environmental problems related to actions by him, his crew, his guests or agents or employees. The responsibility may include legal actions; fines imposed by government agencies or related clean-up costs. All cleaning materials will be environmentally responsible.

Please initial after reading _____