

Brewer Yacht Yard, 128 Shore Road, Glen Cove, NY, 11542

TEL 516-671-5563

Winter Storage Agreement 2015-2016

FAX 516-674-0113

OWNER'S NAME _____ BOAT NAME _____

ADDRESS _____ CITY/STATE _____ ZIP _____

HOME PHONE _____ BUS. PHONE _____ CELL _____ E-Mail _____

KEY/COMBO _____ POWER/SAIL _____ YEAR/MAKE _____ LENGTH _____

BEAM _____ DRAFT _____ REG. NUMBER _____ HAUL WEEK _____

____ INSIDE \$13.50/SQUARE FT ____ OUTSIDE \$46.50/FT (42' and under) ____ OUTSIDE \$47.50/FT (43' and over)
____ OUTSIDE MAST-IN \$51.00/FT (42' and under) ____ OUTSIDE MAST-IN \$53/FT (43' and over) ____ WET/ON TRAILER \$40/FT

ALL PRICES INCLUDE LABOR ONLY, MATERIALS WILL BE CHARGED AS USED.

HULL

____ Power wash bottom (Mandatory)..... 29'and less \$4.00/ft, 30'-39' \$4.75/ft, 40'-50 \$5.25/ft, 51'and over \$6/ft
____ Prop boat with jack stands.....No Charge
____ Shrink wrap boat..... Under 25 feet \$18.25/ft, 25-40 feet \$20.25/ft, 41+ feet \$22.25/ft
____ Shrink wrap boat with flybridge or mast inUnder 40 feet \$23.25/ft, 41+ feet \$24.25/ft
____ Shrink wrap boat in wet storage T&M

MECHANICAL

____ Winterize one engine 6 cylinders or more..... \$215
____ Winterize two engines 6 cylinders or more.....\$370
____ Winterize one engine 5 cylinders or less..... \$185
____ Winterize two engines 5 cylinders or less..... \$310
____ Change engine oil and filter less than 8 quarts capacity..... \$175
____ Change oil and filter more than 8 quarts capacity..... T&M
____ Winterize generator.....\$160
____ Change generator oil and filter.....\$155
____ Winterize mechanical head(s).....@\$50
____ Winterize electric head(s).....@\$55
____ Pump holding tank and winterize system.....\$125
____ Winterize fresh water system T&M
____ Winterize air conditioning T&M
____ Winterize water cooled refrigeration system..... T&M
____ Winterize sump pumps..... T&M
____ Winterize salt water wash down pump..... T&M
____ Remove batteries from boat..... T&M
____ Store and charge batteries.....@\$40
____ Remove outboard from boat..... T&M
____ Store and winterize outboard, change lower unit oil... 2-10 HP \$175(2 stroke) 4 stroke w/ oil and filter... T&M
____ Remove and store Mercruiser drive.(Service during storage-separate charge)(install in spring T&M)\$200
____ Remove and store Volvo/OMC drive.(Service during storage-separate charge) (install in spring T&M)..... \$200

RIGGING

____ Unstep mast Under 40'ft. \$12.50//ft ____ 40' to 50' \$13.50//ft
____ Unstep mast over 50ft or triple spreader..... T/M \$110.00/hr.
____ Store mast..... \$4.75/ft
____ Remove and store roller furler (mandatory for all masts with roller furlers)..... \$175
____ Roller furler will be automatically cleaned and lubed..... \$175
____ Derrick Charge \$50 or Crane Charge \$130

CREDIT CARD PAYMENT INFORMATION – REQUIRED TO ACCEPT CONTRACT

VISA MC AMEX DISCOVER CARD# _____

ISSUING BANK _____ Sec code _____ EXP. DATE _____

I have read the terms and conditions on the back of this form and the General Marina Rules and Conditions. I agree to the terms and conditions as stated. I have included my credit card number on this contract to be kept on record in the yard office and will call to authorize payment of any outstanding balances. A service charge of 1.5% per month will be added to all accounts over 30 days past due.

Date _____ Owner's Signature _____

Beware: Vessel and its contents may be sold at public auction for failure to pay charges.

WINTER STORAGE OUTSIDE: \$46.50 - \$47.50 per linear foot, including appendages.

- 1) Drain plug removal is the responsibility of the owner.
- 2) No heaters, open flames, burning of paint or running of engines is allowed.
- 3) Area around boat must be kept clean or the Yard will clean it up at owner's expense.
- 4) All boats must schedule a haul and launch week. No phone reservations accepted.
- 5) Contracts for a given week will be taken on a first come first served basis.
- 6) Boats arriving before their scheduled week will be charged transient rates of \$3.50/ft/week.
- 7) Transient owners must arrange with the office for a slip prior to arrival.
- 8) Boats shall not be plugged into shore power, while unattended, during winter storage.
- 9) Boats owners are not allowed to prep or paint their own boat bottoms.

WINTER STORAGE OUTSIDE WITH MAST UP: \$51.00 - \$53.00 per linear foot including appendages.

Storing boats with masts up is not recommended by Brewer Yacht Yard or the manufacturer of the jack stands. By signing this contract, the owner agrees to hold the Yard harmless in the event of an accident.

All sails must be removed before the boat is hauled (or will be done at owner's expense).

WINTER STORAGE IN WATER: \$40 per linear foot including appendages.

- 1) All boats must show proof of insurance.
- 2) Storage charge must be paid in full before boat can occupy slip.
- 3) Electricity for ice eaters will be charged as used.
- 4) Boats plugged into dock electric will be metered and billed monthly.
- 5) Boats must vacate slips by April 15, 2016.
- 6) There will be no live-boards.

WINTER STORAGE INSIDE: \$13.50 per square foot or \$113 per linear foot, whichever is greater.

Charges equal maximum length (including appendages), times maximum beam; times \$13.50; or maximum length, including appendages, times \$113 whichever is greater. **The Yard requires and will automatically proceed with the following work at regular yard rates:** Winterize all systems, change oil & filters, change fuel filters, clean & lube seacocks, clean, check and recondition as necessary propellers & running gear, varnish all exterior brightwork, clean & oil teak, paint hull & boot top (wooden boats), clean and wax hull and superstructure (fiberglass boats), paint bottom, clean and lube winches, clean and lube roller furling, cover boat with plastic to protect it from dust; spring commission the boat.

GENERAL YARD RULES:

- 1) **Neither customers nor outside contractors hired by customers are allowed to Shrink Wrap boats on our premises.**
- 2) The Yard is not responsible for fire, theft, storm, rodent or ice damage, and the owner agrees to hold the Yard harmless in the event of such occurrences.
- 3) **No outside labor will be permitted without prior permission from the Yard Manager. The services of radio technicians, canvas makers, name painters, etc. can be arranged for and will be billed through the Yard. It is imperative that the Yard monitor outside labor. We must ensure that they have adequate insurance for the protection of everyone. We must conform with the OSHA "right to know" laws which mandate full disclosure to both parties of the chemical composition of any products used. The possibility that the Yard could be sued or heavily fined by the actions of unauthorized subcontractors means that we cannot take lightly any infraction of this rule. Furthermore, any damage or fines incurred by an unauthorized subcontractor will be the sole responsibility of the owner who contracted the work.**
- 4) Winter storage customers will be given first priority for summer slips.
- 5) Bills will be mailed monthly and are due when rendered. A penalty of 1.5% per month will be added to all balances 30 days past due. All charges are a lien against the vessel, her tackle, furniture and notwithstanding anything in the law to the contrary, shall continue to be a lien until such obligation is fully paid. The cost of collection of any monies due the Yard, including, but not limited to attorney's and Marshall's fees, will be added. Furthermore, the Yard reserves the right to sell at auction any boat with an account more than 6 months past due.
- 6) Boats not launched before June 1, 2016 will be charged summer storage retroactive to May 1, 2016, the start of the summer season. The charge will be equal to the full winter storage rate. There will be an additional charge of \$6/ft. if it is necessary to move the vessel to a different storage area.
- 7) A 1.5% environmental charge will be added to all bills.
- 8) **All boats are required to provide proof of hull and liability insurance. Boat owners are required to maintain this coverage for the duration their boat is stored at Brewer Glen Cove Inc.**
- 9) The winter storage contract covers the time period from November 1, 2015 thru April 30, 2016. 50% of storage fee is due with contract and Balance is due within 30 days of billing date.

I have read and understand the General Marina Rules and Conditions included with this agreement.

Brewer Glen Cove, Inc

General Marina Rules and Conditions

Slip Rental: A \$500 deposit with contract by November 15th. Balance is due by March 15th. Slip fees are subject to a 1.5% environmental charge (this is subject to state sales tax). Slips that are metered for electricity will be charged accordingly throughout the season. Payment must be made in full before the slip can be occupied. The yard has the right to demand payment in full or haul the boat at the owner's expense. Slips are not transferable and cannot be sublet. If your boat is sold during the season, the slip will not be transferred to the new owner without a new, signed contract. The slip will not be refunded nor prorated. In the event you change boats during the season, please notify the marina office. At that time please fill out a new contract with updated information. **Deposits are non-refundable.**

Slip Discount: *To be eligible for the 5% discount on a summer slip you must have winter stored with us, have all balances current and the slip fee paid in full by January 15th.*

Invoices and Payment: Invoices are due upon receipt. Account balances must be up to date before vessel will be launched. A 1.5% monthly service charge (18% per year) will be added to balances 30 days past due. All legal and collection fees are the responsibility of the vessel owner. Any questions concerning billing must be brought to management's attention within 10 days of receipt of the bill. The Marina reserves the right to retain the Vessel without additional legal action until such time as all debts are satisfied. Any expense associated with such retention shall accrue to the unpaid balance and payable before release. If a vessel leaves the Marina with an outstanding invoice due, the Marina in no way relinquishes its claim and right to regain possession of the vessel until all debts are satisfied. In addition the Marina retains full Ownership rights in all tangible property installed as part of its work on the vessel until payment for such work is made in full, including the right to physically remove any such equipment from the vessel. All payments shall be final and non-refundable.

Vessel Access: Cabin key/combination must be on file with the marina office. Access to vessels will not be granted to anyone without prior notification of the vessel owner. Outside contractors, brokers and unauthorized guests will be asked to leave without prior notification from vessel owner. To insure your security and ours, please do not give out yard combinations to anyone.

Transients: The marina reserves the right to rent slips to transients when not occupied by the tenant. The tenant MUST notify the office of departure and return dates if the slip is vacant for more than one night.

Outside Contractors: No outside labor is permitted unless authorized by the marina. Outside contractor status is determined by the yard manager. The following conditions must be met:

- Owners must notify Marina office prior to outside labor arrival
- Subcontractors may only work in the yard during "normal" business hours.
- The marina reserves the right to charge an hourly (15\$) fee to compensate for use of our facilities and overhead.
- Subcontractors must provide insurance certificates with Brewer's Glen Cove named, showing coverage of at least two million dollars.
- Subcontractors must show proof of Workmen's Compensation insurance and valid Tax I.D. numbers.
- Subcontractors must sign in and out at the marina office each day on the job.
- Subcontractors must have MSDS forms available for all hazardous materials brought into the yard.

Definitions: When capitalized and used herein, the term **Marina** shall refer to the boatyard or marina, its Owner, operator and any affiliates or successors; the term **Owner** refers to the Vessel's owner, owner's agents and/or representatives; the term **Vessel** refers to the vessel's hull equipment and all other vessel related property of the owner when the vessel is stored at the Marina.

Season Dates: Winter storage is from November 1st to April 30th. Summer season is from May 1st to Oct. 31st. Vessels stored beyond the term of winter or summer storage agreement are subject to additional storage fees. On land summer storage will be billed the same as winter storage. . After November 1st all dockside water and services will be shut off (sooner if we're expecting a freeze) with as much notice as possible to our customers.

Repairs and Alterations: No addition, alteration or modification shall be made to the docks, pilings, electric, phone, television or water systems provided by the marina. The installation of dock boxes or bumpers must be cleared by the yard manager. Dock boxes **must** conform to yard standards and are available at our cost through the store.

Shrink Wrap: *Boat owners are not allowed to shrink wrap their own boats nor are outside contractors. Covers are not to be tied to boat stands. If found it will be retied at owner's expense.*

Live Aboard: No live aboard allowed-strictly enforced by the City of Glen Cove.

Dinghies: Dinghies may not be tied up alongside if it disrupts the adjacent slip. They may not be cleaned or painted of the docks. They may not be left in slips if the primary vessel is away overnight.

Garbage: All garbage must be placed in refuse containers. Waste oil and batteries must be disposed of properly. No sanitary waste shall be discharged in the marina, a pump out facility is provided free of charge.

Pets: Pets must be kept on a leash at all times. Owners are responsible for cleaning up after their pets. Pets are only allowed if they do not disturb other boaters or the marina management. Any pets found to be a nuisance to other Marina customers may be required to leave the property at the Marina Manager's discretion

Children: Young children shall be accompanied by an adult at all times and the Marina recommends that all non-swimmers wear lifejackets near the water.

Fires: No fires of any kind shall be permitted of the docks. Gasoline or diesel may not be transported on the docks due to fire hazard.

Insurance: All boats must have liability and hull insurance and provide the yard with a copy. The yard is not responsible for damage by fire, storm, ingress or egress of water, vandalism or theft. The vessel owner agrees to hold the marina harmless in the event of such occurrences.

Trailers: The yard will not be held responsible for trailers or cradles stored in the yard. Owners will be billed a storage fee to be determined by the yard manager. All trailers or cradles must be clearly marked with the owner's name. A signed storage agreement must be on record in the office.

Covers: Covers will not be tied to jack stands or poppits. The yard will re-tie covers secured to poppits at the owner's expense. Noisy halyards will also be secured at the owner's expense. Covers stored during summer will be billed storage.

Fishing: No fish cleaning is allowed of the docks. No fishing or crabbing from the docks.

Boat Condition: Boats must arrive under their own power and be in satisfactory condition to occupy a slip (to be determined by the yard manager). No house boats allowed.

Quiet Hours: Quiet hours are from 10pm to 7am.

Equipment: The yard will not be responsible for boats sunken dockside due to owner neglect or faulty equipment. All boats hooked to dockside water must have a pressure regulator and water turned off when no one is aboard.

Pool Rules: Rules are posted at the pool and must be complied with.

Bottom Painting: Is not allowed to be done by owners nor are the boat stands to be moved.

Right to renew: The Marina retains the right not to renew any contract and/or the right to assign it to a third party.

Dispute Resolution: The Owner acknowledges that the withholding of payment shall not be an acceptable form of dispute resolution. In the event that the Owner and Marina are unable to agree on the amount due for work performed or services rendered, such disagreement shall be settled as follows: Any complaint about the quality, adequacy or totality of work performed shall obligate the Marina to nothing more than the correcting of such validly demonstrated defects at no additional cost to the Owner. Any claim of unreasonable charges shall entitle the Owner solely to a detailed written and itemized accounting of the charges. In the event the vessel has left the Marina, the Owner accepts full financial responsibility for returning it to the Marina for complaints to be assessed and repairs, if any, to be made. In cases in which work performed by another company to repair an alleged inadequacy of the Marina's work, excluding repairs are immediately necessary to the safety of the vessel and its crew, that work shall indisputably release the Marina from any obligation to correct or discount the work initially performed.

Legal Rights of the Marina: The Owner stipulates and agrees that any and all services provided by the Marina give rise to federal maritime and state liens against the Vessel for the period of time that a debt is owed under this contract. THE VESSEL AND ITS CONTENTS MAY BE SOLD AT PUBLIC AUCTION FOR THE SATISFACTION OF THESE LIENS, and the minimum bid for such auction may be set by the Marina in its sole discretion at an amount sufficient to cover all outstanding debts under this contract, including all expenses, attorney's fees, and interest. The proceeds of any sale shall be applied first to any outstanding amount due and then to the expenses of such sale, including attorney's fees, with the remainder, if any, being dispersed to the Owner.

Environmental Surcharge: The Marina shall have the right to assess a 1.5% surcharge on all invoices to offset the cost of complying with environmental laws and regulations pertaining to the disposal of hazardous materials originating on customers boats and to the operation of the Marina in compliance with such laws and regulations.

Damage to other Boats in the Marina: In the event the Owner's vessel causes damage to other Vessels in the Marina or Marina property as a result of fire, sinking, capsizing, pollution, improper operation by anyone other than the Marina staff,

or from any cause not within the direct control of the Marina, including Acts of God, the Owner agrees to be responsible for such damage.

Hazardous Materials: The Marina provides for disposal of all hazardous materials, including batteries, used oil, solvents, and similar materials. Vessel Owners shall check with Marina office before disposing of any hazardous materials for guidance about the appropriate method. In certain circumstances, charges may apply for disposal of hazardous materials. Disposal of any waste in an inappropriate manner or without consultation of the Marina Office may result in the immediate termination of this contract. Storage of hazardous materials will not be allowed at slip locations.

Measurement of Vessels: The Marina reserves the right to measure all vessels for accurate billing purposes. Total length of vessel will be measured including any bow sprits or pulpits, swim platforms and/or similar protuberances or extensions.

Apparent Authority: The Marina is unable to police the various representatives of an owner. Therefore the Owner agrees that unless the Marina is notified in writing beforehand, anyone in possession or apparent charge of the Vessel shall be deemed to have the authority to act on behalf of the Owner, and the Marina shall be entitled to accept and act in reliance upon orders or requests of such persons for services, supplies, work or other materials of any kind for the benefit of the Vessel.

Ownership by Entity: In the event that Ownership of a Vessel is a corporation or entity other than an individual, the person signing this contract on behalf of the Ownership shall be jointly and personally liable for all obligations of the Owner under this contract.

Absence of Security: This contract contains no provision or obligation for the providing of on-site security, guard service or surveillance by the Marina. While the Marina will make reasonable efforts to provide as secure a facility as possible, the Owner agrees that the Marina shall not be held liable for theft or vandalism or other criminal acts taking place on Marina property.

When Vessels are in Danger: If the vessel is in danger as defined below, the Owner hereby authorizes the Marina to take reasonable and appropriate actions, at the owner's expense, to mitigate the danger. A Vessel is deemed to be in danger when it poses a threat of sinking, burning, capsizing, causing a hazard to navigation, causing unlawful pollution, causing damage to Marina property or that of other Marina customers, or if, in the Marina's judgment, the Vessel poses any similar threat. The Owner agrees to be bound by the Marina's actions and shall be fully responsible for all related expenses incurred.

Laws Applicable: The parties of this contract are governed by applicable federal, state, and local laws and regulations, including those of EPA, OSHA and state environmental agencies.

Apparent Obligation and Severability: Due to the magnitude of potential liability, no language in this contract authorizing the Marina to take specific actions on the Owner's behalf shall be construed to create an obligation on the Marina's behalf. The parties agree that if any part of this contract is deemed unenforceable by an administrative agency or court of law, the remainder of this document shall remain in full effect and binding upon the parties.

PHOTOGRAPHS AND IMAGES: From time to time, Marina staff and customers may take pictures of other customers on Marina property or Vessels. Owner consents for himself and Owner's guests that these images may be used by the Marina for purposes such as advertising and display in electronic media without further notification or compensation. All film negatives and positives and electronic images and data shall remain the property of the photographer except where otherwise specified by contract.

Termination of agreement: Any infraction of the above rules and conditions of the Marina by the Owner, at the Marina's discretion, may result in the cancellation of any agreement upon 10 days notice and the Owner shall forthwith remove the boat. If the boat has not been removed within the 10 day period, the Marina will haul the boat at normal rates and begin formal legal proceedings to facilitate said removal. Owner will be responsible for all legal and eviction costs.