

## GENERAL YARD RULES

1. Storage fee must accompany this contract. Deposits are non-refundable.
2. The applicant agrees to have complete marine insurance (including liability) on his/her boat while stored at Harborside Marina regardless of dates of any contract.
3. Customer is responsible for removing all personal affects from their boat. Harborside Marina will not be liable for loss due to theft.
4. The grant of any storage space and launching service, mooring, slip or dock space, tie up service, towing hauling or moving, afloat or ashore or any service whatsoever granted by Harborside Marina shall be accepted with the distinct understanding, and the applicant hereby agrees that neither Harborside Marina nor any of its directors, shareholders, employees or agents assume any responsibility whatsoever for the safety of any boat at the boatyard either ashore or moored in the boat basin or adjoining waters or during launching, hauling or lifting operations, and none of them shall be liable to the applicant or any person claiming by, through or under him for fire, theft, or any damage whatsoever to any such boat and its equipment, or to any property or the person of the applicant, his family, employees, guests or invitees, however caused including any animal damage. In addition, the applicant does hereby indemnify and hold harmless Harborside Marina and its directors, officers, shareholders, employees and agents of and from any and all liability, claims and demands for damage to the property of and injuries to, or for property damage and personal injuries caused by, the applicant, his family, employees, guests or invitees. The applicant agrees that any grant of storage space and launching service shall constitute a rental of space only and no bailment of any kind is intended or created either expressed or implied. The applicant further agrees that all risk of loss, damage or destruction of said vessel, its equipment or other property of the applicant shall at all times be borne by the applicant.
5. In the event of severe storm, hurricane, or Act of God, if practical and possible, the Marina will attempt to provide preparations and damage prevention services, the cost of which will be prorated over all the boats. However, the tenant or his agent is still solely responsible to take all emergency measures possible. The marina does not assume any responsibility for any protection and/or damages to the tenants boat.
6. No outside contractors will be permitted on any boat stored at Harborside Marina without prior authorization. Anyone who hires outside contractors will be charged \$20.00 per hour for the contractor's time.
7. No boat can be moved from Harborside Marina unless all yard bills & service bills are paid. Bills are due as rendered. ACCOUNTS OVER 30 DAYS WILL BE CHARGED 1.5% (18% ANNUALLY). Payments of cash or certified monies may be required.
8. Launch dates are approximate and subject to change based on weather, marina schedule and customer contact.  
**OWNER MUST CALL & CONFIRM ALL SPRING LAUNCH DATES 30 DAYS PRIOR.**
9. All boats must be launched by May 30. Boats left on land after June 1<sup>st</sup> will be charged \$25.00 per day unless arrangements have been made with the Marina owner.
10. Launching does not include the pumping or tending of boat in situations where boat takes on water. Boats that need pumping or tending will be billed for time and pump rental. **NOTE: RESPONSIBILITY FOR DRAIN PLUG REMOVAL AND REPLACEMENT IS THE OWNER'S.**
11. Boats must be moved within three days after launching. Boats not moved within the three-day period will be charged the transient rate of \$2.00 per foot per night.
12. Boats will not be launched unless lines, fenders and batteries are on board. Owners must provide the yard with combination and/or keys before hauling or launching.
13. **CONTRACT MUST BE RETURNED BY OCTOBER 1 TO ASSURE SPACE.**
14. All supplies must be paid for at the time of purchase. **NO HOUSE ACCOUNTS WILL BE IN EFFECT, THERE WILL BE NO EXCEPTIONS.**
15. **NO "FOR SALE" SIGNS ARE TO BE DISPLAYED.**
16. We are not responsible for any ice damage on boats brought in after 1<sup>st</sup> freeze.
17. Boats must be available for hauling by November 1<sup>st</sup>. Boats not available for hauling by November 1<sup>st</sup> must be available for launch by April 1<sup>st</sup>, or incur moving charges of \$8.00 per foot.
18. The yard will clean around any boats that are left cluttered and we will bill accordingly at our regular labor rate.
19. There will be no moving or adjusting stands or blocks once set by Harborside Marina. If an adjustment needs to be made, please advise Harborside Marina and we will do so. Failure to comply will result in a re-blocking fee and Harborside Marina is not liable for any damage caused by the unauthorized moving of stands or blocks.
20. **There will be no tying of lines to stands.** If this occurs, lines will be cut and the customer will be billed for the time. Harborside Marina is not responsible for any damage that occurs due to tying lines to stands.
21. Our customers may only sand their boats if a sanding bag, vacuum and tarp are used. There is no bottom painting or sanding allowed in high winds. Failure to comply with this rule will result in clean up fines of \$100.00 per hour.
22. **The tenant agrees to pay all costs and expenses incurred by the marina in any action taken to enforce any obligations owed hereunder and the payment of any sums due and payable by the tenant to the marina for purchases, services rendered and materials supplied, including reasonable attorney fees.**