

## HAULING CONTRACT RULES AND REGULATIONS

1. **The word “marina”** is used here to indicate Captain’s Cove Marina of Bridgeport, inc. The word “Captain” is used here to indicate the owner, the operator of the vessel, the owner’s or operator’s agents, guest, employees, personal representatives, heirs and assigns.
2. **Storage charges** must be paid in advance to cover a full season. Reimbursement of storage charges due to cancellation prior to lay-up or decommissioning shall be subject to a 10% service charge. No pro-rated or proportional reimbursement for unused storage will be made after the beginning of the season. There will be no reimbursements for an unused winter storage launch. This contract will terminate upon change of ownership and the new owner must apply as a new customer.
3. **The Captain agrees** to have his boat insured with complete marine coverage including liability and will provide the Marina with evidence of such coverage on demand. Each Captain will be held responsible for damage he may cause to other boats in the Marina, to the structures or facilities thereof and includes but is not limited to paint or oil spills on the premises. All personal property, including but not limited to electronics, fishing gear, antennas, rafts, tools and minor equipment must be removed from the vessel prior to hauling.
4. **If a boat is hauled** and remains in dry storage at the marina after one week without a signed contract for storage, the owner agrees to pay the marina charges at the applicable dryland rate until the owner removes his boat from the marina.
5. **The Captain agrees** that a vessel stored at the Marina beyond the date agreed upon on this contract without the express written permission of the Marina through a new storage contract or transient contract shall be considered an abandoned vessel per Connecticut State Statues Section 49 Title 55.
6. **Hauling and/or storage** charges are bases on length plus fixed extensions, such as bow sprits, swim platforms, davits, etc., and are subject to verification by measurement. The Captain is responsible to furnish the yard with any special hauling, handling and blocking instructions with respect to the hauling and storage of their vessel. The Marina will not be held responsible for hull damage caused by stands or blocks due to uneven loading. Owners are responsible for checking their vessels periodically during the season.
7. **When a boat enters the marina**, it immediately comes under the jurisdiction of the Marina and shall be berthed only where ordered. The Marina reserves the right to move the Captain’s vessel at its discretion. There will be no live-a-boards on dryland storage boats. To prevent the possibility of fire, **no electrical cords may be left plugged in unattended at any time.**
8. **Captains will be solely responsible** for the safety of their vessels. Should the Marina discover that the vessel is in peril, the Captain does hereby authorize the Marina to render assistance to the vessel. However, Captain agrees that the Marina has no obligation to monitor the status of the vessel or to render assistance, either directly or indirectly to the vessel. If the Marina renders direct assistance to the vessel, Captain agrees to pay Marina all charges and expenses of Marina for labor and materials for the vessel in connection with such peril. The Captain hereby also authorizes Marina to contract with licensed salvage service or repair contractors if aid or assistance is required at the sole expense of the owner. Captain agrees to settle any charges or expenses incurred directly with said contractors. If the vessel sinks, the Captain shall be responsible for all costs of removal and any necessary clean-up and will conduct such clean up in accordance with all federal, state, and local rules.
9. **All sails must be removed prior to hauling.** The Marina will remove sails and bill the Captain at yard rates if owner has not removed sails prior to hauling. The Marina is not responsible for any damage incurred by removing sails. If the mast is coming down, remove boom, tape on turnbuckles, disconnect all electrical wires to mast, coil all running rigging (halyards) and tie to mast. The Captain must disassemble mast, i.e. radar domes, remove spreaders and secure all rigging to mast for storage. The boatshop will prep the mast for storage at the Captain’s request on a time and material basis. The Captain must prepare his own mast for resteping in the spring, i.e., tape spreaders, check lights, lube turnbuckles, etc.. Captains are responsible for proper clevis pins and cotter pins and tuning of the rig. The Boatshop will prep the mast for resteping at the Captain’s request on a time and material basis.  
**CAPTAIN’S COVE DOES NOT TUNE RIGGING.**
10. **Do not top off fuel tanks** to full capacity. Any over filled tank will be pumped at the Captain’s expense and any damage from fuel, chemicals, paint, etc. to the asphalt surface will be repair and billed to the Captain.
11. **Outboard engines** - 25HP or less - must be removed on the day of hauling. If the Marina removes the outboard, the Captain agrees to pay all removal and storage fees. If the Boat Shop is winterizing and removing your outboard, the lock must be open or a key provided. Please note that the Boatshop does not store OB fuel tanks.
12. **DO NOT TIE winter covers** to boat stands or blocking. **DO NOT MOVE**, alter or affix anything in any way to the boat stands supporting your vessel. The Marina reserves the right to determine how many boat stands your vessel requires, There will be no burning of paint or any other open flames allowed in the Marina. There will be no filling of fuel tanks from vehicles or containers brought to the Marina. To prevent the possibility of fire no electric cords may be left plugged in during winter storage and electric heaters are not allowed.
13. **The environment** surrounding the Captain’s vessel is his/her responsibility and all waste generated while at Captain’s Cove must be removed from the property. **THERE IS NO WASTE OR GARBAGE REMOVAL, CAPTAIN MUST REMOVE ALL WASTE FROM THE PROPERTY.**
14. **Captains are allowed** to perform routine maintenance on their vessels, however, permission for all subcontractor work must first be obtained from the marina office. No outside contractors or service organizations will be allowed to work on a Captain’s boat unless they have permission from the Marina office and furnish proof of adequate liability and workman’s compensation insurance. Once admitted, the work, conduct and payment of such persons and firms are the sole responsibility of the contracting Captain. Subcontractors are not allowed to work on vessel on the weekend. Captains and their subcontractors are not allowed to shrink wrap, paint strip or power paint spray. Tarps or drop cloths must be placed down before any painting or sanding project. If power sanders are used a vacuum dust system must be employed and all product contained, collected and removed from the property. All power washing is conducted by the Marina at our wash down area, no one is to power wash a vessel in the yard. The Captain is responsible for all of his waste gasoline which must be removed from the property. This also includes outboard fuel tanks. The Captain shall also contain and remove from the property thinners, solvents and paint products. The boatshop will accept and log in for proper disposal of drain oil, diesel fuel, batteries and zincs.
15. **The area around your vessel** is to be kept clean and free of debris. No storage is permitted around or under your vessel. If you have a contract for shrink wrap you are responsible for the removal of your canvas. Please call the Boatshop if you are unable to complete this task.
16. **The Captain and guests** for whom he is responsible agree to conduct themselves at all times when on the property of the Marina or on any dock therein, so as to create no annoyance, hazard or nuisance to the Marina or to the other Captains. The Captain agrees to abide by the laws of the State of Connecticut and the ordinances of the City of Bridgeport.

**By signing the hauling contract, you have read and agree to these “Rule and Regulations”**

*All yard drains lead to LONG ISLAND SOUND, our beautiful backyard and your beautiful playground. Keeping the yard clean helps to keep the Sound clean. The D.E.E.P. requires us to have strong control of the environmental waste produced from the hauling and maintenance of your vessel. These guidelines are set forth by our state’s “Clean Marina Program”. Thank you for your consideration and your continued participation.*