



General Marina Rules & Terms of Agreement

1. **Summer season is April 15th to October 15th.**
 - a. Space in the marina is assigned only after receipt of a completed agreement, evidence of insurance in force, copy of valid registration and a valid credit card on file. Assignments are made on a first come first serve basis with preference given to our year-round customers (Summer & Winter).
 - b. Deposits of for summer season customers must be received no later than October 15th or summer space may be reassigned. The remaining balance is due in two installments December 1st and March 1st. If an unpaid balance is outstanding after March 1st summer space may be forfeited.
2. **Winter Storage Season is October 15th to April 15th.**
 - a. Haul, Store & Work Agreements need to be returned by September 15th in order to schedule hauling and establishing your yard location for launching in the spring. There are a limited number of vessels that can be hauled each week and space is on a first come first serve basis.
 - b. Haul, Store & Work Agreements include the owner's request for the week of launching in the spring. An owner that does not request a launch week and/or return the agreement by September 15th may not receive the launch week of his/her choice.
 - c. Deposits for Hauling and winter storage must be received prior to the boat being hauled.
 - d. The remaining balance for winter storage is due upon completion of the haul.
 - e. Winterization and any additional winter work will be billed separately, unless you have opted for the TBM float plan, this will be included on your storage invoice.
3. Seasonal space rental agreements are for one season only. Boats not launched or removed from the Marina at the end of each season will be charged the seasonal storage rate for inactive boats.
4. **All owners agree to carry hull insurance** (minimum of fair market value of the vessel) and liability insurance (minimum limit of \$300,000). The vessel owner is responsible for and agrees to have Three Belles Marina as an additional insured on their vessel insurance policy.
 - a. Contact your insurance agent to have them send us a **Certificate of Liability** showing the above limits along with Three Belles Marina as an additional insured. They can fax/email us a copy (860)739-6544 or finance@threebellesmarina.com. ***Please see examples at end of this document.*
 - b. Owner agrees that the Marina will not be liable for damages due to fire, storm, winds, ice, theft, Acts of God, outside labor, or the work of any independent contractor.
 - c. Each vessel and its owner will be responsible for any damage to other vessels and/or to marina property. Additionally, the owner agrees to hold harmless and indemnify Three Belles Marina for any claims of whatever nature, including negligence, which may be brought against Three Belles Marina as a result of the owners vessel and/or its owners presence in the yard, which relate in any manner to this agreement, including but not limited to guests brought on the premises by the owner.
5. In the event of a **NOAA named storm or hurricane** the owner is responsible for removing his/her vessel from the docks and moorings in Smith Cove at least 24 hours before the storm impacts Long Island and Eastern CT. The owner further agrees to either have Three Belles Marina haul and block the boat in the yard or to remove the vessel from Three Belles property. In the event that the owner's vessel is not removed from the dock or mooring prior to the named storm or hurricane the owner agrees to hold Three Belles Marina harmless and agrees to assume full responsibility for any damage done to Three Belles Marina property by the vessel as a result of the storm or hurricane and/or any charges resulting from having to attend to the vessel during the storm.
6. Length used in billing calculations is **length overall (LOA)** and is measured from the tip of the bow or bow pulpit to the end of the stern, swim platform or outboard engine, whichever is longer. Vessels stored on trailers are measured from the tip of the trailer to the furthest most point at the stern.
7. Bills will be sent when the work is complete and payment is due upon receipt. When the balance of any account remains unpaid beyond 7 days, the owner agrees that all future work will be halted and will not resume until the account is paid in full.
 - a. A service fee of 1.5% per month will be added to balances 15 days past due and applied back to the date of the invoice. All bills must be paid in full before annual or seasonal contracts are accepted or space is reserved and prior to a vessel being hauled, launched or taken away.

- b. It is the owner's responsibility to ensure that their account is kept current. All charges shall be a lien against the vessel, and will continue to be deemed so until those obligations are paid in full. If a bill is not paid in full the vessel may be returned to Three Belles Marina and hauled at the vessel owner's expense.
 - c. The owner agrees that should they default on their obligations that Three Belles Marina shall be entitled to its reasonable cost of collection, including attorneys fees, plus interest at 18% per annum.
 - d. Checks returned by the bank will result in a \$30.00 processing charge.
8. Three Belles Marina cares about **protecting Smith Cove** and improving the quality of the environment where we live, work and play. We ask that you do everything you can to prevent contaminants from entering our waters or from being deposited on the grounds. Please assist us by respecting the following environmental policies:
- a. Immediately notify our staff in the event of a fire, accident, or contaminant spills. Emergency response telephone numbers are posted in the Marina office.
 - b. Do not throw, discharge, deposit, or place refuse, sewage or waste matter of any description into the waters of Smith Cove, nor discharge or deposit materials of any kind on the banks, docks, or walkways in any location where the same may be washed or accidentally deposited into the waters of Smith Cove.
 - c. Do not dump or discharge oil, spirits, chemicals, flammable liquids, or contaminated bilge water into the waters of the Marina or onto the Marina grounds. This also includes excessive unburned fuels and or petroleum products discharged by engine exhausts.
 - d. Oil or other liquids or other contaminants are not to be dumped into the dumpsters or other trash barrels
 - e. If you intend to sand and/or paint your own boat bottom with any antifouling paints or compounds, you MUST first get permission from the office. Use of tarpaulins, dustless sanders and all available means to contain any sanding residue, paint chips or chemicals are mandatory. All collected debris MUST be taken off marina property. **DO NOT DISPOSE OF SANDING DUST, PAINT RESIDUE, BRUSHES, ROLLERS OR CONTAINERS IN THE MARINA'S DUMPSTERS. THESE MATERIALS MUST BE REMOVED FROM THE MARINA PROPERTY.** If you have any questions please contact our offices. The Marina strongly urges the use of ablative type water based antifouling paints.
 - f. No pressure washing is allowed at the Marina at any time. The EPA has strict rules regarding pressure washing that include the need to recapture the waste water. Three Belles has a recapture pad near the liftwell for this purpose.
 - g. Discharge of sewage, contaminated bilge water, solid refuse, or any other pollutants into the waters of the Marina is strictly prohibited by law. **THE BOAT OWNER IS DIRECTLY RESPONSIBLE FOR THE COST OF CLEANUP RELATING TO ANY SUCH DISCHARGE.** All removed petroleum products, chemical residues, damaged or worn out parts, or refuse resulting from the normal maintenance and repair of vessels must be disposed of in accordance with all existing local, state, and federal rules that govern such actions. If you have any questions, please inquire at the marina office.
 - h. All garbage and or refuse must be placed in the containers provided by the marina for that purpose.
 - i. We love pets as much as you do but we must insist that all animals are leashed and that you clean up after your pet. There is a pet clean up station located near the pool for your convenience.
9. Owners and their immediate family are allowed to work on their boats. No outside labor or vessel work is permitted on Marina property unless authorized in advance by the Marina. Owners understand and agree that a **\$50.00 facilities fee per day** will be due for each day an outside contractor is on marina property. A qualified outside contractor, before beginning any work, shall:
- a. Sign in at the office each day before beginning any work.
 - b. Provide a description of the work to be performed.
 - c. Provide a valid insurance certificate including proof of workers compensation insurance and must have liability insurance with a limit not less than \$3 million.
 - d. Outside contractors must have MSDS forms available for all hazardous materials brought onto the property and meet all Clean Marina and Three Belles environmental conditions.
 - e. Outside contractors may only work in the yard or on the docks during normal business hours, Monday thru Friday 8am – 5pm. No work on weekends or holidays is allowed.
 - f. Sign out each day.
 - g. Remove all wastes or debris generated from work off marina property.
10. No work may be performed by boat owners or vessels plugged in on land after 4:30 pm during the winter months (Nov – March) without the permission of the marina.
11. It is understood and agreed by the vessel owner that the Marina is liable for only that boat damage that is caused while the boat is being moved by the Marina and due to the Marina's negligence.
12. Owner agrees that the Marina is not responsible for any degrading decals, striping, or name emblems due to washing, waxing or power washing.
13. The display of any sign on/in the vessel which is in the Marina is prohibited unless prior written permission has been received from the marina.

14. For safety or security nobody should be on land-stored vessels after dark without the permission of the marina.
Overnighting on a land-stored Vessel is strictly prohibited.
15. Disorderly, disrespectful or rude conduct by a customer or their guests that might offend or injure a person, cause damage to property or harm the reputation of the marina shall be cause for immediate removal of the customer and vessel from the marina.
16. The Marina may inspect all vessels in the marina to determine their adherence to local and federal safety requirements.
17. Hauling, launching or the **service and repair** of vessels will not be scheduled without a **minimum deposit of 50%**.
18. **Hauling & Storage:**
 - a. Any outstanding customer balance must be paid in full prior to Hauling.
 - b. Only shrink-wrap or custom fitted covers are to be used during winter storage. No tarps are allowed in the yard due to the severe damage they may cause during winter storms.
 - c. Owner agrees to leave keys or combination with the Three Belles Marina office.
 - d. To facilitate hauling and relaunching the location of vessels in the yard is strictly at the discretion of the Marina.
 - e. A proper working drain plug should be standard equipment on the owner's boat. Owners are responsible for checking that drain plug(s) are removed after the boat is hauled so that water does not accumulate in your boat. The Marina does not monitor boat interiors and will not be responsible for any damage that may result while the boat is in storage. Drain plug removal, interior monitoring and or the pumping of accumulated water is the sole responsibility of the owner.
 - f. Owner agrees to empty holding tanks prior to asking TBM to winterize.
 - g. Masts must be ready to step or unstep at hauling or launching time or an additional charge for time will be incurred by the owner.
 - h. Due to congestion of masts at hauling time, it is mandatory that the Marina remove and tie up mast gear when unstepping.
 - i. To prevent the possibility of fire, no electrical cords may be left plugged in during winter storage; no electric heaters or open flames are allowed for any reason. Fuel tanks must be full during storage to reduce fire hazard. Any fuel tanks not full will be topped of by the marina at the owner's expense.
 - j. The owner is required to keep the area around the vessel clean and free from any debris. No storage is permitted around or under the vessel. The yard may clean the area around or under the vessel at the owner's expense.
19. **Launching & Summer Dockage:**
 - a. Any outstanding customer balance must be paid in full prior to Launching.
 - b. After launching, a vessel that does not have a summer contract with Three Belles Marina will be allowed dock space until the following weekend or three days whichever is greater. There after the Transient rate per foot per day will be charged.
 - c. Every attempt will be made to launch a vessel during the week requested by the owner. Vessels not ready for launch will be rescheduled at the discretion of the Marina and may incur an additional charge if the vessel needs to be moved in the yard.
 - d. Pleasure boats only are admitted to the marina. Professional or charter vessels can not enter the marina without the marinas permission.
 - e. Trailers left in the yard after the spring launch will incur the summer seasonal storage and handling charge.
 - f. All slip changes must be approved in advance by the marina. Any requests to swap slips between Marina customers must be made in writing by both customers.
 - g. The marina reserves the customary right to use or rent any vacant slip or mooring in the absence of the regular customer and seasonal rates are set with this privilege in mind. Please inform the marina office of overnight trips or when the slip is to be vacant for more than two consecutive days.
 - h. Slips are not transferable. All slip rentals are to be paid in advance. No refunds will be made after April 1st. Refunds are subject to a 10% administrative fee. No subleasing of slips or transferring of vessels between slips or moorings is allowed without the permission of the marina. Should the customer sell the vessel all rights to the slip are forfeited.
 - i. All vessels must be tied in slips or on moorings in a manner acceptable to the marina; or the marina may adequately tie up the vessel and assess the customer a service fee.
 - j. Owners must furnish their own docking and/or mooring lines of sufficient size and strength to assure the safety of their vessel and to avoid damage to other vessels. The marina at its discretion will replace inadequate lines at the owner's expense.
 - k. Vessels shall at all times be maintained in a seaworthy condition and shall not constitute a hazard or they shall be hauled and/or removed from the marina at the owner's expense.

- l. Noise should be held to a minimum at all times. Customers shall use discretion when operating motors, generators or air conditioners so as not to create a nuisance. Quiet hours are to be observed after 9:00 pm throughout the Marina.
- m. Dock water is to remain off at the spigot unless in use and attended by the boat owner. Back flow preventers are required by law and are not to be removed.

20. Docks, bulkheads, pilings and walkways must be kept clear at all times.

- a. Steps, ladders, dock boxes and other boarding aids are not permitted.
- b. No rubber mats are allowed on the wooden docks as they promote rotting.
- c. Nothing is to be attached to the docks or to the pilings without specific permission from the Marina.

21. Pool Use:

- a. There is no lifeguard on duty at the pool. Swimming in the pool is strictly at your own risk.
- b. Pool use is restricted to summer dockage customers and their immediate family.
- c. Guest should be limited and they must be accompanied by the boat owner at all times
- d. Pool hours are 9:00 am to 8:00 pm on Friday, Saturday and Sunday and from 9:00 am to 7:00 pm Monday – Thursday.
- e. Children under the age of 14 years must be accompanied by an adult.
- f. No diving in the pool.
- g. No glass or pets are allowed in the pool area.
- h. No Smoking is permitted in the pool area.
- i. For the benefit of all our customers please shower before entering the pool and be sure to pick up after yourselves upon your departure.

22. Boat Ramp:

- a. The boat ramp is for the exclusive use of our Dry Land Trailer customers.
- b. All others who wish to use the ramp are responsible for paying the appropriate ramp fees and should register with the office.

23. Fish Cleaning Stations are provided as a service to our anglers. Please place all racks in a plastic bag(s) and dispose of them in the trash dumpster. Do not throw the racks in the water. Please hose down and clean the station after each use.

24. Parking:

- a. Parking is limited to two vehicles per customer.
- b. Please respect drop off areas, they are for loading and unloading only and parking is limited to no more than 20 minutes.

25. Dinghy/Kayak Racks are available for a seasonal fee and are specifically assigned to each customer.

- a. No dinghies' or kayaks are allowed at customer slips or on the service floats for an extend period of time.
- b. All dinghies and kayaks stored at the marina must be registered with the office and have a current TBM sticker visible on the transom or the hull.
- c. Dinghy kayak racks are numbered and are assigned annually by the Marina office.
- d. All dinghies must fit in and be placed upside down in the racks provided. No dinghies greater than 9' are allowed in the racks. Oversized dinghies on customers' trailers may be accommodated in the oversized area for a seasonal fee.
- e. A dinghy hauler is provided by the Marina to assist owners with launching and hauling. Please treat the hauler with respect and return it to the dingy rack area when finished.

26. Picnic areas and gas grills are provided for our customers. Please clean up after each use and report any equipment problems or propane bottles that need to be replaced to the office.

27. Lockers:

- a. Summer and Year Round lockers are available on a first come first serve basis and preference is given to current customers.
- b. Please do not keep any food in the lockers.
- c. Summer Lockers need to be cleaned, emptied and the keys returned by November 1st . If any items left in the lockers after this date owner will be charged \$70 for winter locker storage.

Dry Rack Storage & Valet Service Rules & Terms of Agreement

1. The summer season for our Dry Rack Storage and Valet Service runs from May 1st thru October 15th.
2. Working hours for the valet operation during the summer season will be:
 - a. Monday – Thursday 8:00 am to 4:00 pm
 - b. Friday, Saturday & Sun. 8:00 am to 5:00 pm
 - c. **All Requests for Launch must be in 1 hour before close**
3. Customers who would like their boats in the rack for the night should be back and ready to haul by 3:30 pm on weekdays and by 4:30 pm on the weekends. Any boats arriving after that time should dock at the service float and will be hauled the following day and placed back in the rack. Please let us know if you are planning to be away over night so we may plan accordingly.
4. The summer valet service includes one launch and one haul per day. Any additional handling of the boat will be subject to an additional service charge. In addition, the service includes the use of an outside ground stand for two hours once a week.
5. To maintain an orderly launch schedule and avoid unnecessary delays customers are asked to provide the marina with at least one hour notice to launch. Customers who wish to get underway before 8:00 am should notify the marina by 3:00 pm the day before so we may have your boat launched and waiting for you at the service float the following morning. (Customers who have asked for prior day launch must have their boats off the service float by 8:00 am.)
6. Customers are expected to arrive at the requested launch time. Anyone anticipating a late arrival should notify the marina so that necessary adjustments to the launch schedule can be made.
7. The service float is for loading and unloading only. No boat may remain at the service float for more than 20 minutes, coming or going, or an additional handling charge may be incurred.
8. No overnight dockage is permitted at any dock in the marina (including vacant slips) without a reservation and the prior approval of the marina.
9. Customers returning to the marina are asked to dock at the service float and leave as much space around you as possible for the next boat to pull in. In addition please be sure to:
 - a. **Outboards and stern drives are to be left in the down position**
 - b. **Trim tabs need to returned to the up position**
 - c. **Lower all antennas, out riggers and canvas tops exceeding the height of the windshield prior to hauling.**
 - d. **Adequate dock lines should be left on the boat for tie-up and handling by our yard staff**
 - e. **Battery(s) are to be switched off prior to hauling (fire prevention) & all boats in the rack must have a properly installed battery switch.**
 - f. **Damage resulting from non-compliance will be the owners responsibility**
10. Boats with ablative bottom paint will not be allowed in the upper racks of valet rack storage building. (the paint drips and can stain the boat below)
11. Expect boats in the rack to be dripped on from the boat above, so please cover your boat accordingly.
12. Customer must provide the marina with duplicate keys and combinations for all locks on the vessel.
13. Draining of bilge water without an oil absorbing device is strictly prohibited and the customer will be responsible for the cost of any cleanup.
14. No boats will be launched or handled where the customer has an outstanding balance that exceeds 15 days.
15. Boats stored in the center aisle of the building during the winter will be removed during the month of April and launched.
16. **Only Three Belles Marina Personnel are allowed in the Valet Rack Storage Building**, no other persons are allowed in the building at any time.

EXAMPLE

PLEASE CONTACT YOUR
AGENT TO SEND US YOUR
CERTIFICATE

