

THREE BELLES MARINA

2027-28 Year-Round Contract

To be completed, signed, and returned with the Annual & Seasonal Dockage Agreement

§1 Owner & Vessel Information

Owners Name _____ Boat Make _____
Alt. Contact _____ Year/Boat Name _____
Address _____ Model _____ Power Sail _____
City _____ Length Overall (LOA) _____
State _____ Zip _____ Beam _____ Mast _____
Cell _____ Registration# _____
Home _____ Work _____ Key Location _____
Email _____ Lock Combination _____

Please submit a current certificate of insurance naming Three Belles Marina as additional insured, together with a copy of the vessel's registration, with this contract.

§2 Haul & Launch Schedule

All vessels are pressure washed by Three Belles Marina at haul-out (see Power Wash Rate Schedule). Haul and launch weeks run Monday through Friday. Each week is limited to no more than 25 vessels, assigned on a first-come, first-served basis.

Requested Haul Week — Fall 2026

Week	1	2	3	4	5	6	7
Week Beginning (Monday)	Sep. 14, 2026	Sep. 21, 2026	Sep. 28, 2026	Oct. 5, 2026	Oct. 12, 2026	Oct. 19, 2026	Oct. 26, 2026
Select	☐	☐	☐	☐	☐	☐	☐

We make every effort to haul your vessel during the week selected, but we make no guarantee due to weather and other operational challenges at this time of year.

Requested Launch Week — Spring 2027

Week	1	2	3	4	5	6	7
Week Beginning (Monday)	Apr. 12, 2027	Apr. 19, 2027	Apr. 26, 2027	May 3, 2027	May 10, 2027	May 17, 2027	May 24, 2027
Select	☐	☐	☐	☐	☐	☐	☐

We make every effort to launch your vessel during the week selected, but we make no guarantee due to weather and other operational challenges at this time of year.

§3 Dockage & Storage Selection

Dockage Choice (select one)

☐ Wet Slip ☐ Valet Inside ☐ Valet Outside ☐ Dryland Trailer ☐ Mooring

Additional Storage (optional)

☐ Trailer ☐ Summer Locker ☐ Year-Round Locker ☐ Dinghy / Kayak

§4 Winter Services

Float Plan. A budget-friendly, all-inclusive plan that provides reduced-cost winter and spring services, available to both year-round and winter-storage customers; it can be added to your payments or paid in full on one simple invoice. It includes pressure washing and shrink wrapping in the fall, and unwrapping, washing and waxing the hull, a fresh coat of bottom paint, and anti-fouling the running gear in the spring.

Select	TBM Float Plan	\$/ft
☐	Up to 25'	\$83/ft
☐	26' to 31'	\$86/ft
☐	32' and up	\$89/ft

Mast (sailing vessels). Three Belles Marina requires all masts to be removed for land storage. Un-step mast, store - \$29.00/ft. Step, and dockside tune: \$39.00/ft (electric hook-up extra). ☐ Add mast service

Shrink-Wrap Service. Please make sure your vessel is ready to be shrink-wrapped by your haul date. Only Three Belles Marina personnel may shrink-wrap on the premises, for liability reasons, and no tarps are permitted as boat covers. Vents are included in the price; doors are installed for an additional fee. Personal items, canvas, and isinglass must be removed by the Owner before shrink-wrapping; outriggers may be removed by the Owner or by the Marina. Three Belles Marina is not responsible for damage to canvas or isinglass that has not been removed.

If you select the Float Plan, fall shrink-wrapping is already included and you do not need to select a shrink-wrap option below.

	Shrink-Wrap Service	Rate
☐	Boats up to 26'	\$33/ft
☐	Boats 27' to 34'	\$35/ft
☐	Boats 35' to 44'	\$39/ft
☐	Vessels over 45' LOA	\$45/ft
☐	Boats with flybridge	\$5/ft add'l
☐	Outrigger removal	\$100/hour
☐	Access door placement	\$25

- ☐ Painted hull (not gelcoat) — do not shrink-wrap below the rail.
- ☐ I do NOT want my vessel shrink-wrapped.

§5 Payment Options (select one)

- ☐ **Paid in full by January 31.** Cash or check only (no credit cards); receive a discount of \$7.00 per foot of LOA.
- ☐ **Three installments.** \$500.00 deposit due October 15; one-half of the remaining balance due December 1; final balance due March 1.
- ☐ **Twelve equal monthly installments beginning January 1.** Charged to the credit card on file. Available to Year-Round members only.

Important — Full-Year Commitment Under the Installment Plan. The twelve-month installment option is a payment convenience only; it is not a month-to-month arrangement. By selecting this option and signing this contract, the Owner understands, acknowledges, and agrees that the Owner is committed to the full twelve months of the contract year — exactly as under a twelve-month lease — with that obligation arising upon signing. Removing, selling, or relocating the vessel, or ceasing to use the Marina at any time during the year, does not reduce, suspend, or terminate this obligation. The sole exception is the cancellation and refund provision of the Annual & Seasonal Dockage Agreement: if the Owner notifies the Marina on or before January 31, amounts paid are refunded less a one-month administration fee. After January 31, the Owner owes the full twelve months, with no exceptions, and any unpaid balance becomes immediately due and payable as provided in §6.

Three Belles Marina will not hold slips after December 1 without a signed contract. Late payments, or checks returned for insufficient funds, are subject to the service charges set out in the Annual & Seasonal Dockage Agreement.

§6 Acknowledgment & Signature

By signing below, the Owner acknowledges having received, read, and agreed to the Three Belles Marina Annual & Seasonal Dockage Agreement (General Marina Rules & Terms), which is provided with this contract and forms part of the agreement between the Owner and the Marina. The agreement is not complete until this contract is signed and returned to Three Belles Marina.

Customers on the monthly installment plan further agree that, should they remove the vessel before all payments have been made, the outstanding balance for the full contract year (summer and winter) becomes due immediately. The Owner expressly authorizes Three Belles Marina to charge that entire remaining balance, as a single lump sum, to the credit card on file at the time the vessel is removed or at any time following its removal, without further notice to or authorization from the Owner.

Owner Signature

Date

Print Name

THREE BELLES MARINA

Credit Card Authorization

A valid card on file is required for every customer

A valid credit card is required to secure any service or work from Three Belles Marina. No vessel will be allowed on site, and no work will begin, without a valid credit card on file at all times.

I authorize Three Belles Marina to keep the credit card identified below on file and to charge it as necessary for any and all balances outstanding for more than seven days, and for any amounts I owe under my signed contract(s) and invoices. I understand that all invoices are due upon receipt. I agree to pay all service charges and collection fees on unpaid invoices should collection become necessary, and I understand that outstanding balances may also be subject to finance charges.

This authorization remains in effect for as long as I keep a vessel, equipment, or an open account with Three Belles Marina, and until I cancel it by giving written notice to the Marina. Cancelling does not relieve me of any amounts I already owe. If my card number or expiration date changes, I will provide updated information promptly.

I certify that I am the authorized holder of the credit card identified below.

CARD-ON-FILE INFORMATION

Name on Card

Billing Street

City / Town

State

ZIP

Card Number

Exp. Date

CVV

Card Type

☐

Visa

☐

Mastercard

☐

Discover

☐

Amex

Please provide the CVV above so the Marina can securely process the authorized card.

Cardholder Signature

Date

Please return this form, complete and signed, together with your signed contract. Service-only customers must have a valid, complete form on file before any work begins or any boat or equipment is brought onto Marina property.

THREE BELLES MARINA
Winterization Contract
2026

§1 Owner & Vessel Information

Owner Name:	
Vessel Name:	
Engine Make/Model:	
Engine Serial Number:	

§2 Outboard Engine Winterization

4-Stroke Package Includes: Visual inspection of engines and systems. Run and check engine, flush with fresh water and non-toxic antifreeze, add stabilizer to fuel, fog engine (if applicable), grease all fittings, change gear lube, oil and filter replacement, fuel filter replacement, and remove, grease, and reinstall prop-shaft. Disconnect battery(ies).

All prices below are per engine. Parts, materials, and fluids are extra.

Select	Engine Size	Labor Rate
☐	2-10 HP	\$152 per hour
☐	15-90 HP	\$152 per hour
☐	115-300 HP	\$152 per hour
☐	V-8	\$152 per hour

2-Stroke Package Includes: Visual inspection of engines and systems. Run and check engine, flush with fresh water and non-toxic antifreeze, add stabilizer to fuel, fog engine (if applicable), grease all fittings, change gear lube, oil and filter replacement, fuel filter replacement, and remove, grease, and reinstall prop-shaft. Disconnect battery(ies).

All prices below are per engine. Parts, materials, and fluids are extra.

Select	Engine Size	Labor Rate
☐	Up to 50 HP	\$152 per hour
☐	55-100 HP	\$152 per hour
☐	115 HP and over	\$152 per hour
☐	EFI, DFI	\$152 per hour

§3 Inboard / Stern-Drive Engine

Package Includes: Oil and filter change, replace primary and secondary fuel filters, drain raw water-cooling system, add stabilizer to fuel and flush raw water-cooling system with non-toxic antifreeze, fog engine (when applicable), and spray engine with corrosion inhibitor. Disconnect battery(ies).

All prices below are per engine. Parts, materials, and fluids are extra.

Select	Engine Size	Labor Rate
☐	4 Cylinder	\$152 per hour
☐	6-8 Cylinder	\$152 per hour

§4 Drive Services

Select	Service	Labor Rate
☐	Regular Drive Service: Drain gear lube, pressure test and refill with gear lube. Remove prop, grease shaft and re-install prop.	\$152 per hour
☐	Comprehensive Drive Service: Remove drive, lubricate U-joints, inspect gimbal bearing, bellows, and alignment. Drain gear lube, pressure test, and refill. Remove prop, grease shaft, and re-install prop. Replace drive anodes as necessary.	\$152 per hour

THREE BELLES MARINA
Winterization Contract
2026

§5 Diesel Engines

Includes flush with fresh water, drain and flush with non-toxic antifreeze. Change engine oil and filter and stabilize fuel. Disconnect battery(ies).

All prices below are per engine. Parts, materials, and fluids are extra.

Select	Engine Size	Labor Rate
☐	1-4 Cylinder	\$152 per hour
☐	6-8 Cylinder	\$152 per hour

§6 Generator Service

Includes drain and flush with non-toxic antifreeze, and change oil and filter.

Select	Service	Labor Rate
☐	Winterize	\$152 per hour
☐	Change generator coolant	\$152 per hour
☐	Change raw water pump impeller	\$152 per hour

§7 Battery Services

Select	Service	Labor Rate
☐	Remove battery(ies) - load test and clean terminals (storage extra)	\$152 per hr. per battery
☐	Battery Storage	\$25 per battery

Battery installation is on the Spring Commission Form and must be checked off. # BATTERIES:
Storage includes periodic charging and does not guarantee battery condition.

§8 Winterize Systems

Please check each system you would like serviced.

Select	System	Labor Rate
☐	Winterize freshwater system	\$152 per hour
☐	Winterize saltwater system	\$152 per hour
☐	Winterize head (salt water)	\$152 per hour
☐	Winterize holding tank (ALL tanks must be empty prior to haul)	\$152 per hour
☐	Winterize AC	\$152 per hour

§9 Props, Running Gear & Strainers

Select	Service	Labor Rate
☐	Clean and apply anti-fouling paint to running gear	\$152 per hour
☐	Balance prop(s)	\$152 per hour
☐	Remove and replace cutlass bearing(s)	\$152 per hour
☐	Repack stuffing box(es)	\$152 per hour
☐	Service seacocks and strainers	\$152 per hour
☐	Lubricate ball valves	\$152 per hour

THREE BELLES MARINA
Winterization Contract

2026

§10 Recommended Winter Maintenance Services

Call our Service Department to schedule OEM services at recommended time intervals.

Select	Service	Labor Rate
OUTBOARD		
☐	Replace water pump	\$152 per hour
☐	Thermostat and poppet valve	\$152 per hour
☐	Fuel filters	\$152 per hour
☐	Inspect steering	\$152 per hour
☐	Change spark plugs	\$152 per hour
☐	Inspect throttle and shift linkages	\$152 per hour
INBOARD		
☐	Replace water pump	\$152 per hour
☐	Thermostat	\$152 per hour
☐	Fuel filters	\$152 per hour
☐	Change engine coolant	\$152 per hour
☐	Replace belts	\$152 per hour
☐	Change transmission oil	\$152 per hour

§11 Comments & Additional Work

☐ I REQUEST NO WINTERIZATION SERVICES AT THIS TIME

Customer Signature:

Date:

By signing here, I confirm that I am declining all winterization services at this time.

§12 Authorization & Signature

By signing this agreement, I authorize Three Belles Marina to perform work on my vessel as indicated above and agree to pay for all authorized invoices prior to my vessel being launched. I acknowledge that I have received, read, and agree to all the terms and conditions outlined in the "General Marina Rules & Terms of Agreement." I understand that there are no refunds under this agreement. I also understand that I must always have a valid credit card on file with Three Belles Marina or no service can be provided or work performed. Payment in full is due before the vessel will be released or upon invoicing. I agree to pay all service charges and collection fees on unpaid invoices should collection become necessary. I further authorize the use of my credit card to fully pay any balance outstanding for more than 7 days. Verbal authorizations will not be accepted, and this agreement is not complete until this section is signed and returned to Three Belles Marina.

Customer Signature

Date

THREE BELLES MARINA

Spring Commissioning Contract

2027

\$1 Owner & Vessel Information

Owner Name:		Vessel Name:	
Launch Date:		Engine(s):	

\$2 Commissioning Packages

Package includes a visual inspection of boat/motor, check running lights, and start and run engine to temperature. Check for overheating and good water flow, shifting, trim, and steering. Check all gauges for operation, check all bilge pumps, check fluid levels, and top off as necessary.

Select	Package	Labor Rate
☐	Single Outboard	\$152 per hour
☐	Twin Outboard	\$152 per hour
☐	Single Inboard / Stern-Drive	\$152 per hour
☐	Twin Inboard / Stern-Drive	\$152 per hour
☐	Single Inboard (includes inspection of stuffing boxes and transmission)	\$152 per hour
☐	Twin Inboard (includes inspection of stuffing boxes and transmission)	\$152 per hour

\$3 Commission Systems & Technical Services

All prices are per engine. Parts, materials, and fluids are extra.

Select	Service	Labor Rate
☐	Install Battery(ies) - check battery condition and clean terminals	\$152 per hour
☐	Engine Tune-Up	\$152 per hour
☐	Sea Trial	\$152 per hour
☐	Commission Generator	\$152 per hour
☐	Commission Fresh Water System (includes reconnect bypassed water heater)	\$152 per hour
☐	Commission AC	\$152 per hour
☐	Commission Saltwater System	\$152 per hour
☐	Replace Engine and Drive Anodes	\$152 per hour
☐	Replace Outboard Gear Case Anodes	\$152 per hour
☐	Replace Hull and Running Gear Anodes	\$152 per hour
☐	Anti-Foul Stern Drive (required on all stern drives stored in water at TBM)	\$152 per hour
☐	Replace Drive Bellows (recommended every 2-4 years)	\$152 per hour
☐	Replace Water Pump Impeller and Thermostat (recommended every 2 years)	\$152 per hour
☐	Adjust Belt Tension and Replace as Necessary	\$152 per hour
☐	Inspect and Replace Hoses and Clamps as Necessary	\$152 per hour
☐	Remove and Clean Strainers	\$152 per hour
☐	Check and Lube Seacocks	\$152 per hour
☐	Clean Coolers (heat exchanger, after cooler)	\$152 per hour
☐	Install Outboard (up to 25 HP)	\$152 per hour

\$4 Running Gear

Select	Service	Labor Rate
☐	Adjust Stuffing Boxes	T&M
☐	Repack Stuffing Box	T&M
☐	Check / Replace Cutlass Bearing	T&M

§5 Yard Services - Bottom Work

Select	Service	Rate
☐	Bottom Paint (additional fees apply for new bottom paint)	\$37/ft
☐	Raise Waterline	T&M
☐	Prep and Paint Shafts and Props with Anti-Fouling	T&M
	POWER WASH *	
☐	Up to 21 ft	\$5.50/ft
☐	22-32 ft	\$7.50/ft
☐	33 ft and up	\$10.50/ft
☐	Acid Wash	Quote
☐	Sandblast Bottom	Quote
☐	Prep and Paint Bare Gel-Coat Bottom	Quote
☐	Remove, Clean and Paint Intakes and Strainers with Anti-Fouling	T&M
☐	Remove and Replace External Zincs / Anodes	T&M

* Members participating in the Mid-Season Power Wash Special will receive \$2.00/ft off the end-of-season power wash.

§6 Washing and Waxing

Select	Service	Rate
☐	Wash and Wax Hull up to 26 ft	\$16/ft
☐	Wash and Wax Hull 27-32 ft	\$17/ft
☐	Wash and Wax Hull 32 ft and up	\$19/ft
☐	Wash and Wax Topsides	Quote
☐	Compound and Wax	Quote
☐	Wash Topsides	\$11/ft

§7 Comments & Additional Service Requested

§8 No Commissioning Services Requested

☐ I REQUEST NO COMMISSIONING SERVICES AT THIS TIME

By signing here, I confirm that I am declining all commissioning services at this time and understand that I am responsible for the vessel being ready by the agreed-upon launch date.

PLEASE NOTE: Vessels not ready by the launch date that require relocation will be charged accordingly.

Customer Signature:

Date:

§9 Authorization & Signature

By signing this agreement, I authorize Three Belles Marina to perform work on my vessel as indicated above and agree to pay for all authorized invoices prior to my vessel being launched. I acknowledge that I have received, read, and agree to all the terms and conditions outlined in the General Marina Rules & Terms of Agreement. I understand that there are no refunds under this agreement. I also understand that I must always have a valid credit card on file with Three Belles Marina or no service can be provided or work performed. Payment in full is due before the vessel will be released or upon invoicing. I agree to pay all service charges and collection fees on unpaid invoices should collection become necessary. I further authorize the use of my credit card to fully pay any balance outstanding for more than 7 days. Verbal authorizations will not be accepted, and this agreement is not complete until this section is signed and returned to Three Belles Marina.

Customer Signature:

Date:



THREEBELLES MARINA

2027-28 SEASON

SLIP & STORAGE RATE SHEET

119 Oswegatchie Hills Road
Niantic, CT 06357
(860) 739-6264
info@threebellesmarina.com

DOCKAGE & STORAGE RATES					
LOCATION	SUMMER ONLY	WINTER ONLY	YEAR ROUND	12 MONTH PAYMENTS BY CREDIT CARD	PAID IN FULL CASH/CHECK BY JAN. 31
FLOATING SLIPS	All slip prices are based on LOA (length overall)				
20' up to 23'	\$4,217	\$42/FT	CALL FOR YEAR-ROUND PAYMENT PLANS		
24' up to 26'	\$5,346	\$54/FT			
Bulkhead	\$7,128	\$54/FT			
27' up to 29'	\$5,702	\$54/FT			
30' and up	\$190/FT	\$54/FT	\$244/FT	\$20.33/FT/Mo	\$237/FT
FIXED SLIPS					
26' up to 29'	\$164/FT	\$54/FT	\$218/FT	\$18.09/FT/Mo	\$211/FT
30' and up	\$176/FT	\$54/FT	\$230/FT	\$19.17/FT/Mo	\$221/FT
INSIDE VALET					
Small Rack	\$3,267	\$1,485	\$4,252	\$354/Mo	\$4,052
Medium Rack	\$3,564	\$1,782	\$4,846	\$404/Mo	\$4,596
Large Rack	\$4,158	\$2,079	\$5,987	\$499/Mo	\$5,687
OUTSIDE VALET					
Medium Rack	\$2,970	\$1,037	\$3,832	\$318/Mo	\$3,632
Large Rack	\$3,564	\$1,188	\$4,552	\$378/Mo	\$4,252
DRYLAND TRAILERED					
20' up to 25'	\$1,900	\$36/FT	CUSTOMER TO LOAD AND UNLOAD TRAILER		
SMITH COVE MOORING			NIANTIC RIVER MOORING		
20' up to 23'	\$1,200 w/dinghy	\$42/FT	20' up to 23'	\$1,600 w/dinghy	\$42/FT
23' up to 29'		\$54/FT	23' up to 29'		\$54/FT
30' and up		\$54/FT	30' and up		\$54/FT
TBM FLOAT PLAN - ADD TO ANY CONTRACT					
VESSEL LENGTH	RATE		Float Plan: An all-inclusive program that can be added to any year-round or winter storage contract. Includes power washing the hull; shrink-wrapping and spring unwrapping; washing and waxing the hull; a new coat of bottom paint; and antifouling the running gear. Up to a 10% discount off the a la carte price of each service.		
Up to 25'	\$83/FT				
26' up to 31'	\$86/FT				
32' and up	\$89/FT				
MISCELLANEOUS RATES					
Trailer Storage / Season	\$500	Trailer Storage - Year-Round			\$750
Locker / Summer	\$150	Locker / Year-Round			\$200
Transient - Daily Rate / FT	\$4.50	Transient - Weekly / FT			\$16
Transient Mooring / FT / night	\$1.50	Jet Ski Float			\$1,620
Sailboat Mast: Unstep, Storage, Step & Tune in Spring <i>Electronic hookup extra.</i>	\$39/FT of mast length	Power Wash / FT Up to 21' 22' - 32' 33' & up			\$5.50 \$7.50 \$10.50
Laytime - vessel in the yard	\$27/ft				
LABOR RATES					
CUSTOMER	MECHANICAL	YARD	Travel Lift/Forklift fees may be assessed for mid-season hauls and/or short hauls/relaunch. Additional blocking fees may apply at Yard rates.		
Seasonal Customer	\$152/hr.	\$110/hr.			
Year-Round Customer	\$147/hr.	\$105/hr.			
RATES INCLUDE WATER, ELECTRICITY, WI-FI, USE OF POOL, GAS GRILLS, PICNIC TABLES, BATHROOMS & SHOWERS					
Environmental Fee (added to all dockage/storage): \$60 summer / \$120 year-round season. Flat rate includes taxes and fees.					

THREE BELLES MARINA
Annual & Seasonal Dockage Agreement
General Rules & Terms of Agreement
2027–28 Season

This Agreement sets out the General Marina Rules & Terms that govern dockage, storage, and service at Three Belles Marina, and they apply to every customer regardless of type. It is the controlling reference for the customer's signed Contract Type document and for the rate and service schedules, all of which are provided with this Agreement and updated each year, while these terms remain stable from season to season.

§1 Parties & Definitions

- 1.1** This Annual & Seasonal Dockage Agreement (the “**Agreement**”) is made between **Three Belles, LLC, d/b/a Three Belles Marina** (the “**Marina**”), located at 119 Oswegatchie Hills Road, Niantic, Connecticut 06357, and the vessel owner identified on the customer's signed Contract Type document (the “**Owner**”).
- 1.2 Vessel.** The boat and equipment described by the Owner on the customer's signed Contract Type document.
- 1.3 Length Overall (LOA).** All length-based billing uses LOA, measured from the tip of the bow or bow pulpit to the end of the stern, swim platform, or outboard engine, whichever is longest. Vessels stored on trailers are measured from the tip of the trailer to the furthest point at the stern.
- 1.4 Seasons.** The **Summer Season** runs April 15 to October 15. The **Winter Storage Season** runs October 15 to April 15. The **Dry Rack Storage & Valet Season** runs May 1 to October 15.
- 1.5 Transient rate.** The Marina's posted per-foot, per-day rate charged to a vessel that does not hold a current seasonal contract.
- 1.6 Accompanying documents.** This Agreement is provided together with: the customer's signed Contract Type document (Year-Round, Summer-Only, or Winter-Only); the Slip & Storage Rate Schedule; and, where services are selected, the Fall Haul & Winterization and Spring Commissioning service schedules and the Credit Card Authorization. Each is updated annually and, once signed or completed, forms part of the agreement between the Owner and the Marina.

§2 Customer Types & Seasons

- 2.1 Three customer types.** The Marina offers three types of membership: (a) **Summer-only** — the Summer Season, April 15 to October 15; (b) **Winter-only** — the Winter Storage Season, October 15 to April 15; and (c) **Year-round (Annual)** — a single annual agreement covering both seasons. The Marina actively encourages year-round membership.
- 2.2 Slip preference and security.** Year-round customers receive favored treatment, including first consideration for their slip of choice and retention of their slip from one season to the next. Summer-only customers are assigned slips only after all year-round assignments have been made, and a summer-only customer may be moved to a different slip or have the slip reassigned to a year-round customer.
- 2.3 Dry Rack & Valet.** The Dry Rack Storage & Valet Service operates on its own season, May 1 to October 15, and is governed by the additional terms in §12.
- 2.4 One season only.** 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.

§3 How Space Is Assigned

- 3.1 Requirements to be assigned space.** Space in the Marina is assigned only after the Marina receives a completed Agreement, evidence of insurance in force, a copy of valid vessel registration, and a valid credit card on file. Assignments are made on a first-come, first-served basis, with preference given to year-round (Summer & Winter) customers.
- 3.2 Slip-choice preference.** Year-round wet slip customers have preference over summer-only customers in requesting their slip of choice. Slips for summer-only customers are allocated only after all year-round customer slips have been decided.
- 3.3 Haul, Store & Work Agreements.** Haul, Store & Work Agreements must be returned by October 1 to schedule hauling and to establish the yard location for spring launch. A limited number of vessels can be hauled each week, on a first-come, first-served basis.

- 3.4 Launch-week requests.** Haul, Store & Work Agreements include the Owner's request for the week of launching in the spring. An Owner who does not request a launch week and/or return the agreement by October 1 may not receive the launch week of his or her choice. Each haul week is limited to no more than 25 boats, on a first-come, first-served basis.
- 3.5 Pleasure boats only.** Pleasure boats only are admitted to the Marina. Professional or charter vessels cannot enter the Marina without the Marina's permission.

§4 Deposits, Payments & Deadlines

- 4.1 Accounts current before service.** All bills must be paid in full before any annual or seasonal contract is accepted or space is reserved, and before any vessel is hauled, launched, or taken away.
- 4.2 Summer-only payment schedule.** (a) **October 15** — a non-refundable deposit of \$500.00 is due with the signed Agreement, which also secures summer dockage, summer valet, and summer dryland trailer space; (b) **December 1** — one-half of the remaining balance; (c) **March 1** — the final balance. If an unpaid balance remains after March 1, summer space may be forfeited.
- 4.3 Year-round (Annual) payment options.** Year-round customers may choose among the following: (a) **paid in full by January 31**, by cash or check only (no credit cards), with a discount of \$7.00 per foot of LOA; (b) **twelve equal monthly installments** beginning January 1, charged to the credit card on file; or (c) the **three-installment schedule** in §4.2 (\$500 deposit by October 15, one-half of the balance by December 1, and the final balance by March 1). The twelve-month installment option is a payment convenience only and does not change the nature of the year-round commitment: a year-round customer who selects it is obligated for the full annual amount, in the same manner as a twelve-month lease, with that obligation arising upon signing the Contract Type document. Removal, sale, or relocation of the vessel, or the customer's ceasing to use the Marina at any point during the year, does not reduce, suspend, or terminate the obligation to pay the full annual amount. The sole exception is the cancellation provision in §4.9.
- 4.4 Winter storage payment.** Deposits for hauling and winter storage must be received before the boat is hauled. The remaining balance for winter storage is due upon completion of the haul.
- 4.5 Winterization & additional work.** Winterization and any additional winter work will be billed separately, unless the Owner has opted for the TBM float plan, in which case it will be included on the storage invoice.
- 4.6 Scheduling deposit.** Hauling, launching, or service/repair of vessels will not be scheduled without a minimum deposit of 50%.
- 4.7 Transient dockage after launch.** After launching, a vessel that does not have a summer contract with the Marina will be allowed dock space until the following weekend or three days, whichever is greater. Thereafter the Transient rate per foot per day will be charged.
- 4.8 Credit card on file.** A valid credit card must always be on file with the Marina, or no service can be provided (see the Credit Card Authorization provided with your contract).
- 4.9 Cancellation.** Cancellation is handled according to when the customer cancels relative to January 31, and by customer type.
- **On or before January 31 — Summer-only:** the Marina retains the \$500 non-refundable deposit and refunds the balance.
 - **On or before January 31 — Year-round (monthly plan):** the Marina retains one month's payment (one installment of the annual fee) and refunds or releases the remainder.
 - **On or before January 31 — Winter-only:** the winter customer has typically paid in full and the vessel is stored, so no refund question arises.
 - **After January 31 — all types:** no refunds will be made, and the entire season or annual fee remains due and payable — including any remaining scheduled installments — notwithstanding cancellation or removal of the vessel. A summer-only customer still owes the final March payment; a year-round customer on the monthly plan still owes the full annual amount. Where a year-round customer on the monthly plan removes the vessel before all installments have been paid, the Owner expressly authorizes the Marina to charge the entire remaining annual balance, as a single lump sum, to the credit card on file at the time the vessel is removed or at any time following its removal, without further notice to or authorization from the Owner.
- 4.10 Environmental Fee.** A mandatory Environmental Fee is added to all dockage and storage: \$60 for the Summer Season and \$120 for the year-round season. The fee is a flat rate inclusive of applicable taxes and fees.

- 4.11 Rates.** Current rates are set out in the Slip & Storage Rate Schedule, which is updated annually and provided with your contract.

§5 Fees, Late Charges & Default

- 5.1 Billing and work stoppage.** 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, all future work will be halted and will not resume until the account is paid in full.
- 5.2 Service fee and lien.** A service fee of 1.5% per month will be added to balances 15 days past due, applied back to the date of the invoice. It is the Owner's responsibility to ensure the account is kept current. All charges shall be a lien against the vessel until those obligations are paid in full. If a bill is not paid in full, the vessel may be returned to the Marina and hauled at the Owner's expense.
- 5.3 Balance due before handling.** Any outstanding customer balance must be paid in full prior to hauling or launching, and no vessel will be hauled, launched, or handled while a balance remains outstanding (for Dry Rack & Valet, while a balance is more than 15 days outstanding).
- 5.4 Default and collection.** Should the Owner default on their obligations, the Marina shall be entitled to its reasonable cost of collection, including attorney's fees, plus interest at 18% per annum.
- 5.5 Returned checks.** Checks returned by the bank will result in a \$30.00 processing charge.
- 5.6 Authorization to charge.** The Owner authorizes the Marina to charge the credit card on file for any balance outstanding more than seven days, as set out in the Credit Card Authorization provided with the Owner's contract.
- 5.7 Abandoned vessels and enforcement of lien.** Where any charge remains unpaid, the Marina's lien under §5.2 attaches to the vessel together with its gear and equipment, and the Marina may withhold the vessel until all amounts owed are paid in full. If an account remains in default and the Owner fails to remove the vessel or to make arrangements satisfactory to the Marina, the Marina may treat the vessel as abandoned and may enforce its lien and sell or otherwise dispose of the vessel in accordance with the applicable laws of the State of Connecticut, applying the proceeds to the amounts owed. Any surplus will be returned to the Owner, and the Owner remains responsible for any deficiency. Storage and related charges continue to accrue until the vessel is removed or disposed of.

§6 Insurance & Liability

- 6.1 Required coverage.** All Owners agree to carry hull insurance (minimum of the fair market value of the vessel) and liability insurance (minimum limit of \$500,000). The Owner is responsible for, and agrees to, naming Three Belles Marina as an additional insured on the vessel insurance policy.
- 6.2 Certificate of insurance.** The Owner shall have their insurance agent send the Marina a Certificate of Liability showing the above limits and naming Three Belles Marina as an additional insured, by email to info@threebellesmarina.com.
- 6.3 Limitation of liability.** The 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.
- 6.4 Responsibility and indemnity.** Each vessel and its Owner will be responsible for any damage to other vessels and/or to Marina property. The Owner further agrees to hold harmless and indemnify Three Belles Marina for any claims of whatever nature, including negligence, which may be brought against the Marina as a result of the Owner's vessel and/or the Owner's presence in the yard, including claims relating to guests brought on the premises by the Owner.
- 6.5 Movement of vessels.** The Marina is not responsible for any damage to the Owner's property or vessel while the boat is being moved by the Marina, unless it is due to the Marina's negligence.
- 6.6 Normal wear from handling.** The Marina is not responsible for any hull damage due to the normal operation of the marina lifts, or for degrading decals, striping, or name emblems due to washing, waxing, or power washing.
- 6.7 Vessels loaded on trailers.** Where the Marina loads a vessel onto a trailer for the Owner to transport, the Marina is not responsible for any damage whatsoever to the vessel, the trailer, or any related equipment once the vessel leaves the yard. The Owner is solely responsible for inspecting the trailer and the loaded vessel before departure and assumes all responsibility for the vessel and trailer from the moment they leave the yard. This includes, without limitation, any strapping, shrink-wrapping, lowering or placement of antennas, or the securing or movement of any structures or fittings on the vessel that may have been performed by Marina staff prior to departure. The Owner is responsible for confirming that the load is properly secured and roadworthy.

§7 Named Storm / Hurricane

- 7.1 Owner's responsibility.** In the event of a NOAA named storm or hurricane, the Owner is responsible for removing the vessel from the docks and moorings in Smith Cove in advance of the storm and no later than the deadline in §7.4. The Owner may either have Three Belles Marina haul, block, and relaunch the boat from the yard at the Owner's expense or remove the vessel from Three Belles property and return it after the storm.
- 7.2 Marina's right to order removal (72 hours).** At its sole discretion, the Marina may determine that a named storm or hurricane requires all vessels to be removed from the Marina's docks and moorings and may direct that removal beginning at least 72 hours before the storm's projected landfall. Because the Marina maintains a large number of vessels in wet slips and on moorings in Smith Cove, it must begin hauling well in advance of a storm's arrival. This determination rests entirely with the Marina.
- 7.3 A forecast governs, not the outcome.** The Marina's decision to order removal and to haul vessels is based on the forecast at the time the decision is made. If the storm subsequently veers off or does not reach the area, the Owner remains responsible for the cost of the storm haul and the relaunch. The Marina's policy does not change because a forecast storm fails to make landfall.
- 7.4 Owner's 24-hour deadline; Marina's discretion to remove.** All vessels must be off the Marina's docks no later than 24 hours before the storm's projected impact. An Owner may instead remove the vessel from Three Belles entirely and return it after the storm. If a vessel is not removed by this deadline — including where the Owner has not requested a haul and cannot be reached or is not present to take the vessel away — the Marina reserves the right, but is under no obligation, to remove and haul the vessel at the Owner's expense, if and only if the Marina has the time and capacity to do so.
- 7.5 No obligation to haul.** The Marina has no obligation to haul any vessel in advance of a storm. The Marina may run out of time or capacity, and a vessel that is not hauled may be damaged. That risk rests entirely with the Owner, and the Owner is responsible for insuring the vessel accordingly.
- 7.6 If the vessel is not removed.** In the event that the Owner's vessel is not removed from the dock or mooring prior to the named storm or hurricane — including where the Marina could not reach the Owner, the Owner did not authorize a haul, or the Marina did not have the time or capacity to remove the vessel — the Owner agrees to hold Three Belles Marina harmless and to assume full responsibility and liability for any and all damage the vessel sustains, and for any and all damage the vessel causes, whether to Three Belles Marina property (including the docks and moorings) or to any other vessel or property, as a result of the named storm or hurricane, including damage caused by the strong winds, storm surge, or rising water associated with the storm, together with any charges resulting from having to attend to the vessel during the storm.
- 7.7 No guarantee of hauling.** Three Belles Marina does not guarantee that boats will be hauled prior to the impact of any storm. Any damage done to a customer's property as a result of hauling, relaunching, or attending to boats during a named storm or hurricane is the responsibility of the customer and the customer's insurance company.
- 7.8 A hurricane haul is not winter storage.** A haul performed in advance of, or in response to, a named storm or hurricane is an emergency measure only. Boats hauled for a storm are removed on an expedited basis and are not prepared for winter storage. The Owner acknowledges and agrees that an emergency storm haul does not entitle the Owner to leave the vessel on land for the winter, and that the Marina will return the vessel to the water after the storm. Winter storage is a separate service that requires a Haul, Store & Work Agreement, the applicable winterization preparation, and the assignment of a yard location, and it is available only on the terms and schedule set out in this Agreement. The Owner is responsible for the cost of the storm haul and the subsequent relaunch, regardless of how close the storm occurs to the end of the season.
- 7.9 Hurricane Program (optional).** The Marina offers an optional Hurricane Program that customers may join for a fee. Enrolled customers receive priority for hauling in the event of a named storm or hurricane, at a discounted haul rate. Details and pricing are set out in the Hurricane Program materials provided by the Marina.

§8 Environmental & Clean Marina

- 8.1 Our commitment, and yours.** 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 being deposited on the grounds, and that you respect the following environmental policies.
- 8.2 Spills and emergencies.** Immediately notify our staff in the event of a fire, accident, or contaminant spill. Emergency response telephone numbers are posted in the Marina office.
- 8.3 No discharge into the cove.** 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 where they may be washed or accidentally deposited into the waters of Smith Cove.

- 8.4 No oil or chemicals.** 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 includes excessive unburned fuels or petroleum products discharged by engine exhausts.
- 8.5 Waste fluids, oil, gasoline, and solvents.** Oil and other liquids or contaminants are not to be dumped into the dumpsters or trash barrels. Three Belles does not accept for disposal any waste fuels, waste oils, gasoline, transmission fluids, antifreeze, or solvents of any kind from customers. Used oil, gasoline, solvents, and similar wastes must never be placed in the trash or dumpster, nor left anywhere on Marina property, including on the ground beside the dumpster. Because the Marina cannot identify the contents of an unlabeled container without testing, any such waste left on site must be removed and disposed of as hazardous waste at significant cost and burden to the Marina. All customers are required to take their oil, gasoline, and solvent waste with them and off Marina property. This rule is strictly enforced.
- 8.6 Fueling.** The use of jerry cans on the docks or in the yard to fill the fuel tanks of any vessel is strictly prohibited. Fuel can only be dispensed at the marina fuel dock from the marina fuel dispenser.
- 8.7 Bottom sanding and painting.** 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 sanding residue, paint chips, or chemicals is 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 Marina property.** The Marina strongly urges the use of ablative, water-based antifouling paints.
- 8.8 No pressure washing.** 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 wastewater. Three Belles has a recapture pad near the lift well for this purpose.
- 8.9 Discharge prohibited by law.** Discharge of sewage, contaminated bilge water, solid refuse, or any other pollutants into the waters of the Marina or on land 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.
- 8.10 Refuse.** All garbage and refuse must be placed in the containers provided by the Marina for that purpose.
- 8.11 Fish cleaning stations.** The Marina provides two fish cleaning stations for the convenience and use of its customers, one at the entrance of the East Dock and one at the entrance of the West Dock. After cleaning fish, the customer must completely clean the station for the benefit of the next user. Fish racks, bones, and heads must never be thrown or discharged back into the water. The customer must bag all fish racks and remains in a sturdy plastic bag and place them in the dumpster. Unbagged fish waste must not be placed in the dumpster, as it creates a severe mess and odor. This rule is strictly enforced.

§9 Work on Vessels & Outside Contractors

- 9.1 Who may work on a vessel.** 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. The Owner understands and agrees that a \$75.00 facilities fee per day will be due for each day an outside contractor is on Marina property.
- 9.2** A qualified outside contractor, before beginning any work, shall:
- sign in at the office each day before beginning any work;
 - provide a description of the work to be performed;
 - provide a valid insurance certificate, including proof of workers' compensation insurance, and carry liability insurance with a limit not less than \$3 million;
 - have MSDS forms available for all hazardous materials brought onto the property and meet all Clean Marina and Three Belles environmental conditions (see §8);
 - work in the yard or on the docks only during normal business hours, Monday through Friday 8 a.m. – 4 p.m.; no work on weekends or holidays;
 - sign out each day; and
 - remove all wastes or debris generated from the work off Marina property.
- 9.3 Winter after-hours work.** No work may be performed by boat Owners, or by vessels plugged in on land, after 4:00 p.m. during the winter months (November – March) without the permission of the Marina.

§10 Yard, Storage & Vessel Handling

- 10.1 Yard location.** To facilitate hauling and relaunching, the location of vessels in the yard is strictly at the discretion of the Marina.
- 10.2 Blocking and jack stands.** Screw jacks or blocking supporting vessels stored in the yard are not to be moved or altered by a customer for any reason. No ladders or any other material, including boat covers, are to be tied or chained to the screw jacks.
- 10.3 Covers.** 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. Shrink-wrapping may be performed only by Marina staff. Because shrink-wrapping involves the use of open flame, **no customer and no outside contractor may shrink-wrap a vessel on Marina property; this work must be done by Three Belles Marina staff only.**
- 10.4 Keys.** The Owner agrees to leave keys or the combination with the Three Belles Marina office.
- 10.5 Drain plugs and interior water.** 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. 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 the pumping of accumulated water are the sole responsibility of the Owner.
- 10.6 Holding tanks.** The Owner agrees to empty holding tanks prior to asking TBM to winterize.
- 10.7 Masts.** All masts must be removed (unstepped) before a sailing vessel is placed and blocked in the yard for winter storage; Three Belles Marina does not store any vessel in the yard with its mast stepped. Unstepping, storage, stepping, and dockside tuning of masts are performed by Three Belles Marina staff using the Marina's equipment, as a service to the Owner (see the Rate Schedule). The Owner is responsible for having the mast and its gear ready at the scheduled hauling or launching time — which may include washing and waxing the spar and preparing the spreaders and standing rigging — so that the Marina's crew can step or unstep it without delay. A mast that is not ready at the scheduled time will incur an additional charge for time. Due to congestion of masts at hauling time, it is mandatory that the Marina remove and tie up mast gear when unstepping.
- 10.8 Fire prevention in storage.** To prevent the possibility of fire, no electrical cords may be left plugged in during winter storage, and 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 that are not full will be topped off by the Marina at the Owner's expense.
- 10.9 Area around the vessel.** The Owner is required to keep the area around the vessel clean and free from 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.
- 10.10 Launch scheduling.** 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.
- 10.11 Signage and access.** The display of any sign on or in a vessel in the Marina is prohibited unless prior written permission has been received from the Marina. For safety and 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.
- 10.12 Conduct.** 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 Marina property.
- 10.13 Safety inspection.** The Marina may inspect all vessels in the Marina to determine their adherence to local and federal safety requirements.
- 10.14 Building access.** For insurance and safety reasons, customers are not permitted in any Marina building or working space, with the sole exception of the Main Building (Office, Café, Ship Store & Restrooms). All other structures — including the service and rack storage buildings, shops, and yard work areas — are restricted to Three Belles Marina staff only. The Marina's insurance does not permit customers in working spaces.

§11 Amenities

- 11.1 Parking.** Parking is limited to two vehicles per customer. Drop-off areas are for loading and unloading only, and parking there is limited to no more than 15 minutes.

- 11.2 Dinghy / kayak racks.** Dinghy and kayak racks are available for a seasonal fee and are specifically assigned to each customer. No dinghies or kayaks are allowed at customer slips or on the service floats for an extended period of time. All dinghies and kayaks stored at the Marina must be registered with the office and display a current TBM sticker on the transom or hull. All dinghies must fit and be placed upside down in the racks provided; no dinghies greater than 9 feet are allowed in the racks. Oversized dinghies on customers' trailers may be accommodated in the oversized area for a seasonal fee. The Marina provides a dinghy hauler for launching and hauling — please use it respectfully, return it to the rack when finished, hose down and clean the station after each use, and never throw the racks in the water.
- 11.3 Picnic areas and grills.** 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 replacing, to the office.
- 11.4 Lockers.** Summer and Year-Round lockers are available on a first-come, first-served basis, with preference given to year-round customers. Please do not keep any food in the lockers. Summer lockers must be cleaned, emptied, and the keys returned by November 1; if any items are left after this date, the Owner will be charged \$70 for winter locker storage.
- 11.5 Pets.** We love pets as much as you do, but we must insist that all animals are leashed, stay off the grass, and that you clean up after your pet. Pet clean-up stations are located on the property for your convenience.

§12 Dry Rack Storage & Valet Service

The following additional terms apply to Dry Rack Storage and Valet Service customers, in addition to the rest of this Agreement.

- 12.1 Season and hours.** The summer season for Dry Rack Storage and Valet Service runs from May 1 through October 15. Valet working hours during the summer season are Monday – Thursday 8:00 a.m. to 4:00 p.m., and Friday, Saturday & Sunday 8:00 a.m. to 4:00 p.m. All requests for launch must be in one hour before close.
- 12.2 Service included.** 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. The service also includes the use of an outside ground stand for two hours once a week.
- 12.3 Launch notice.** To maintain an orderly launch schedule and avoid delays, customers are asked to provide at least one hour's notice to launch. Customers who wish to get underway before 8:00 a.m. should notify the Marina by 3:00 p.m. the day before, so the boat can be launched and waiting at the service float the following morning; boats launched the prior day must be off the service float by 8:00 a.m. Customers are expected to arrive at the requested launch time, and anyone anticipating a late arrival should notify the Marina so the schedule can be adjusted. If a launched boat is left unattended for more than 30 minutes past its scheduled launch time, the Marina reserves the right to haul the boat and return it to the rack storage building; any resulting delay to the customer's departure is the customer's responsibility.
- 12.4 Overnight in the rack.** Customers who would like their boats in the rack for the night should be back and ready to haul by 3:30 p.m. on weekdays and by 4:30 p.m. on weekends. 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 plan to be away overnight so we may plan accordingly.
- 12.5 Service float.** The service float is for loading and unloading only. No boat may remain at the service float for more than 15 minutes, coming or going, or an additional handling charge may be incurred. No overnight dockage is permitted at any dock in the Marina (including vacant slips) without a reservation and the prior approval of the Marina. Separately, on return, when the space is needed, the customer must finish with the boat within 30 minutes of arrival so the Marina can haul it; to keep the operation efficient on busy weekends, customers are asked to complete washing, unloading, and other activities promptly rather than remaining at the service float.
- 12.6** Customers returning to the Marina are asked to dock at the service float and leave as much space as possible for the next boat. Please be sure that:
- outboards and stern drives are left in the down position;
 - trim tabs are returned to the up position;
 - all antennas, outriggers, and canvas tops exceeding the height of the windshield are lowered prior to hauling;
 - adequate dock lines are on the boat for tie-up and handling by our yard staff; and
 - batteries are switched off prior to hauling (fire prevention) — all boats in the rack must have a properly installed battery switch.

- 12.7 Non-compliance.** Damage resulting from non-compliance will be the Owner's responsibility.
- 12.8 Ablative paint and drips.** Boats with ablative bottom paint will not be allowed in the upper racks of the valet rack storage building, as ablative paint drips and can stain the boat below. Expect boats in the rack to be dripped on from the boat above, so please cover your boat accordingly.
- 12.9 Keys and bilge.** The customer must provide the Marina with duplicate keys and combinations for all locks on the vessel. Draining of bilge water without an oil-absorbing device is strictly prohibited, and the customer will be responsible for the cost of any cleanup.
- 12.10 Lift downtime.** Three Belles makes every effort to maintain our forklift and travel lift in good working condition and to have adequate staff to run the lifts; however, mechanical failures and the loss of staff do happen from time to time. Customers agree to hold Three Belles harmless for any downtime of our lifts should these events occur, and Three Belles will not make refunds of any kind because of loss of electrical power on site or because the forklift is down for any reason outside of our control.
- 12.11 Outstanding balances.** No boats will be launched or handled where the customer has an outstanding balance that exceeds 15 days (see §5).
- 12.12 Winter access.** Boats stored inside will be inaccessible from November 1 through April 15. The boats located in the center aisle of the building during the winter will be removed and launched during the month of April.
- 12.13 Building access.** Consistent with §10.14, only Three Belles Marina personnel are allowed in the Valet Rack Storage Building; no other persons are allowed in the building at any time.

§13 General Provisions

- 13.1 Governing law.** This Agreement is governed by and construed in accordance with the laws of the State of Connecticut, without regard to its conflict-of-laws principles. Any dispute arising under this Agreement will be brought in the state or federal courts located in Connecticut.
- 13.2 Entire agreement.** This Agreement, together with the Owner's signed Contract Type document and the rate and service schedules described in §1.6, is the entire agreement between the Owner and the Marina with respect to dockage, storage, and service, and it supersedes all prior understandings and agreements, whether written or oral. Except for the Marina's annual updates to the rate and service schedules, any change to this Agreement must be in writing.
- 13.3 Severability.** If any provision of this Agreement is held to be invalid or unenforceable, that provision will be enforced to the fullest extent permitted by law, and the remaining provisions will continue in full force and effect.
- 13.4 No waiver.** The Marina's failure to enforce any provision of this Agreement, or any delay in enforcing it, is not a waiver of that provision or of the Marina's right to enforce it, or any other provision, at any later time. A waiver is effective only if it is in writing and signed by the Marina.
- 13.5 Assignment and no subletting.** This Agreement and the Owner's assigned space — whether a slip, mooring, rack, or storage space — are personal to the Owner and to the vessel identified on the Owner's Contract Type document. The Owner may not assign or transfer this Agreement, and may not sublet, share, lend, or otherwise permit another person or vessel to use the assigned space, without the Marina's prior written consent, which the Marina may withhold in its discretion. When an assigned space is left unoccupied, the Marina may make temporary use of it as it sees fit.

§14 Acknowledgment & Signature

- 14.1 Acknowledgment.** By signing the applicable Contract Type document, the Owner acknowledges having received, read, and agreed to all the terms and conditions of this Agreement. The Owner understands that there are no refunds after January 31; that a valid credit card must always be on file with Three Belles Marina, or no service can be provided; that payment in full is due before the vessel is released or upon invoicing; and agrees to pay all service charges and collection fees on unpaid invoices should collection become necessary. The Owner further authorizes the use of the credit card on file to pay any balance outstanding for more than seven days. Verbal authorizations will not be accepted, and the agreement is not complete until signed and returned to Three Belles Marina.
- 14.2 Accompanying documents.** This Agreement is accompanied by the customer's signed Contract Type document, the Slip & Storage Rate Schedule, and, where services are selected, the Fall Haul & Winterization and Spring Commissioning schedules and the Credit Card Authorization.