

## **Boat Yard Rules**

At Yankee Point, we prioritize the safety of our customers, their boats, our staff, and the overall health of our facility. The following policies have been carefully developed with these concerns in mind:

- 1. These rules must be considered in conjunction with Yankee Point Marina's general terms and conditions.
- 2. Vessels stored in the boat yard are deemed to have consented to these rules in consideration for the Company providing access to its property.
- 3. All vessels at Yankee Point will be charged for the space they occupy.
- 4. We are a Virginia Clean Marina. Any work must be undertaken with this in mind.
- 5. Debris must always be contained and must be disposed of in the applicable containers provided by Yankee Point Marina.
- 6. The following are prohibited actions for all customers:
  - Welding
  - Grinding of metal
  - Sand blasting
  - Shrink wrapping
  - Varnishing
  - Painting (including bottoms)
  - Fiberglass repairs
  - Rigging
  - Deep bilge cleaning or any other work that results in the discharge of oily substances
  - Cleaning of holding tanks
  - Any other work which causes dust, debris or could be harmful to other customers, their property or the boat yard.
- 7. All Vessels scheduled to have work done will be placed on ground cloth at the owner's expense. Customers who choose to have work done after their vessel has been placed in storage will be charged a re-blocking fee and for the necessary ground cover.
- 8. Clients who replace thru hulls are required to do the following:
  - a. Notify the yard prior to the launch.
  - b. The yard will not be held responsible for any leaks or potential sinking of a vessel if the owner replaces the thru hull without notifying the yard.
  - c. Yankee Point will not launch a boat if its thru hull(s) have been replaced without the owner being present.
  - d. If a boat needs to be re-blocked due to leaks, the customer will be charged an additional haul and launch fee.
- 9. . Works authorized to be undertaken by customer:
  - a. Tasks on the inside of their vessel as long as they do not contradict the yard rules.
  - b. If undertaking electrical work, client must notify the boat yard and may not keep their vessels plugged in when not present.



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- 10. USED BATTERIES should be dropped off for recycling. Please check with Boat Yard Manager.
- 11. Used oil, gas and antifreeze receptacles are available at the Used Oil containment facility by the paint barn. Used oil, gasoline and anti-freeze have a recycling fee. **Please see the yard office before disposing of these items.**
- 12. DO NOT PUMP OILY BILGES into the water or onto the ground. Use oil absorbent materials in the bilge (available in the Marina Lounge). Those found to have disposed of oil onto the ground or water will be responsible for all cleanup costs including moving of vessels, removal of contaminated soil, and other remedies required to remove all traces of contamination in that area.
- 13. Violation and Clean-up:
  - Any customer found in violation of the boatyard rules will be subject to the full cost of clean-up, including all remediation to the surrounding area. Customers will also be responsible for the costs of moving other vessels and the full cost of the space that is not usable during the clean-up period.
- 14. Vessels needing to be moved from storage to the center work yard <u>may</u> be billed a re-blocking fee, please enquire with the yard manager.
- 15. No customer is allowed to move any jack stands whatsoever. Customers found to be in violation of this rule will be fined \$300.00.
- 16. Due to the dangerous nature of the Boat Yard, it is recommended that access to the boat be limited to daylight hours. STAYING ON BOARD THE BOAT ONSHORE IS NOT PERMITTED without prior consent from management and, if permitted, will include a daily fee in addition to the dry storage charges.
- 17. Customers may not use blocks and/or stands for any reason.
- 18. Customer-owned ladders <u>MUST NOT</u> be left in the yard for any reason and must not be locked in any way to another object, including but not limited to any vessel or jack stand(s). Yankee Point Marina holds no responsibility for any customer-owned ladder. This is an OSHA requirement.
- 19. Yankee Point Marina ladders are for the use of Yankee Point Marina staff only.
- 20. Rolling staircases are available for rent. Enquiries can be made at the yard office.
- 21. Ladders are available for rent; a Liability Release Waiver must be signed for each rental.
- 22. Owners who feel there is not enough room around their boats to complete waxing or other owner approved tasks should notify the boat yard prior to haul out. The boat yard will accommodate these requests by providing additional space on a square foot basis. The rate charged for this additional space will be the same as the rate charged for catamarans.
- 23. Customer scaffolding. All scaffolding must be in adherence with OSHA requirements for health and safety. <u>The</u> <u>Customer will be responsible</u> for all costs associated with any OSHA violation that results in fines levied to Yankee Point Marina including any administrative or legal costs incurred by Yankee Point.
- 24. To minimize the possibility of fire, no electric cords may be plugged in during winter storage, and no electric heaters may be used. Owners are not permitted to burn, paint, run engines, light stoves or other flammable materials, unless under approved yard supervision. No antifreeze may be discharged into water or on land. The Owner will be responsible for the proper disposal of such materials.
- 25. Masts are not allowed to be stored on the ground or on top of the vessel unless it is being actively repaired. Masts must be stored on the mast rack and clients will be billed at the current mast rack rate.
- 26. The masts being worked on will be billed at the posted rate.



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- The only parties authorized to spray paint in the yard are Yankee Point Marina.
- 28. Hot work including welding can only be done through the boat yard. All welding and hot work require a fire watch, both inside and outside of the vessel, with appropriate means of fire extinguishment. NO EXCEPTIONS
- 29. <u>All subcontractors</u> must have valid certificates of insurance with a minimum of \$1,000,000.00 of liability coverage, workmen's compensation insurance in the amount of \$1,000,000.00 per incident and must name Yankee Point Marina as additionally insured. Subcontractors engaged in hot work are required to carry \$2,000,000.00 of liability coverage per occurrence and \$5,000,000.00 in aggregate liability coverage.
- 30. All subcontractors must always adhere to the yard and marina rules and general terms and conditions and are required to check in with the yard office daily upon arrival.
- 31. The bath house is available for all slip holders, transient boaters, and yard tenants. Please help us keep the facility clean and do not leave personal items in the bath house.
- 32. Pets are welcome but must be kept on a leash and walked in the dry storage area or behind The Shack Restaurant. Customers must pick up after their pets. Yankee Point Marina assumes no responsibility whatsoever for any animals on property at any time.
- 33. Swimming and/or fishing is not allowed from the docks at any time.
- 34. Parking is allowed in designated parking areas or in the dry storage area. No parking is allowed in travel lift well at any time.
- 35. <u>Boats not launched by June 1st</u> will be subject to a boat re-blocking charge unless an agreement has been made ahead of time with the Yard Manager. Such boats will be billed when moved to a summer storage area. If they remain on land until September 1st and arrangements are not made with the Yard, additional charges to move the vessel may be invoiced.
- 36. Customers are not permitted to store anything under the vessel without prior authorization from the yard manager, any unauthorized items stored under the vessel will be invoiced at the posted storage rates.