

B.E.S.T. BOATYARD

1228 CRAFTON QUARTER ROAD

P.O. BOX 185

SALUDA, VA 23149

(804)758-4067

RULES AND REGULATIONS

B.E.S.T. Boatyard (hereinafter called Lessor) makes every attempt to keep the premises clean and orderly for the benefit of the boat owners (hereinafter called Lessee). Lessees and their guests are expected to assist in this effort and report to the staff any condition they find to the contrary.

Prior to boat check in, the Lessee must comply with the following:

Provide a Certificate of Insurance and Proper Registration.

Establish a payment schedule.

Boat must pass an inspection as to its appearance and seaworthiness.

Boat must have an automatic bilge pump.

Each boat must be equipped with a **Fire Extinguisher**.

It is not required, but highly recommended, that the Lessee provide the Boatyard with a full set of boat keys.

Vessel maintenance and repair:

The extent of boat repairs and maintenance needed while dockside is at the discretion of management. Owner performed repairs and maintenance on a boat will be allowed if such work is performed in a reasonable manner and does not inconvenience or disturb boatyard Lessor or Lessees, nor does it violate boatyard environmental practices. Any work done on vessels in the boatyard must be accompanied by appropriate measures to ensure pollution is minimized. Allowing debris from sanding to fall in the water is prohibited by law; only vacuum sanders are permitted to be used and plastic needs to be laid down to catch paint chips.

Repair personnel or contractors must check-in at the office upon arrival and departure. Each repair shop or contractor must have on file with the boatyard a Certificate of full insurance, inclusive of at least a million dollars liability coverage, showing B. E.S.T. Boatyard as "Certificate Holder." All such work is done at the Lessee's risk.

Use of B. E.S.T. Boatyard's facilities:

Fishing, crabbing, swimming, and diving are not allowed on or around the docks by Lessees and guests.

Fish are to be cleaned only in the designated area.

Piers are to be kept clean at all times. Loose gear is not to be stored on the dock. Hoses and electric lines must not cross piers. Laundering or drying of laundry on docks or decks is not permitted.

Charcoal and gas grill fires will not be permitted on the docks or on boats at docks.

Pets are permitted only if they do not disturb other Lessees. All pets shall be under their owners' supervision and toileted on grassy areas away from buildings. Pet droppings will be removed by the pet's owner and properly disposed. Pets are not allowed in the bath house.

Fuel will not be allowed to be brought into the boatyard by Lessees.

All vessels are to approach and enter the area by the pier at NO WAKE SPEED. Repeated warnings will result in forfeiture of boat storage.

Vessel requirements and administration:

Lessees shall immediately notify the boatyard's office of any change in the information furnished by him/her in the contract, i.e., change of address, phone number, vessel, etc.

All boats must have adequate electrical or mechanical permanently installed bilge pumps in constant state of readiness. Switches should be labeled and installed in readily discernible locations. If B. E.S.T. Boatyard decides a vessel is a hazard to the boatyard, other Lessees, or the environment, for any reason (including, but not limited to: leaking fuel, taking on water, bad wiring), the storage rental contract will be IMMEDIATELY terminated. Neglected, derelict, or otherwise unsafe vessels will not be tolerated.

No refuse, solid or liquid, and no effluent from toilets or heads, nor oil from bilges, shall be discharged overboard. The available pump out station must be used. Port-a-potties are to be emptied only into the boatyard's dump station. Installed toilets must be a Coast Guard approved Marine Sanitation Device (MSD). All garbage and trash shall be placed in receptacles provided.

Boat owners must report to the boatyard's office upon arrival to make financial arrangements for their stay. Boats checking out must settle their account before departure. All personal property must be removed from the dock at the termination of the contract.

B.E.S.T. Boatyard shall have a lien against the boat, its equipment, and its contents for any unpaid sums under this Agreement. The Lessee and the vessel shall have an additional liability for all cost and expenses incurred by B.E.S.T. Boatyard in the enforcement of any provisions of this agreement and attorney's fees, including, but not limited to collection of unpaid sums.

Lessees shall reasonably observe the rights, privileges, and welfare of other members. In the event the conduct of Lessee is in the opinion of Lessor prejudicial to the interest of Lessor or the rights, privileges and welfare of other members at the boatyard, then Lessor may terminate Lessee's lease at any time with five days intent to terminate notification. Any unearned portion of the rent shall be refunded on the terminated lease to the Lessee.

Lessees and their guests will observe road speed and environmental regulations while on the boatyard's property. Lessees shall not make or permit to be made any disturbing noises on or about the leased premises by themselves, family members, guests, etc. which will interfere with the rights, comforts, or convenience of other Lessees.

Lessor shall have the right to relocate boats to different areas of the boatyard property in the event of an emergency.

In any extreme weather conditions, the staff of B.E.S.T. Boatyard will do what is reasonably possible to protect boats within the boatyard. However, it remains each boat owner's responsibility to check his/her boat and make adjustments to lines, fenders, etc., and other protective measures, as he/she deem necessary. The boat owner may not assume that the boatyard's premises will be safe and sheltered during severe weather conditions. The boat owner will be responsible for all damages to B.E.S.T. Boatyard's facilities and equipment caused by his/her vessel if left in the boatyard during severe weather conditions. A call to B.E.S.T. Boatyard's staff inquiring about the weather conditions and status of your boat is always welcome.

Persons including boat brokers, advertising businesses, relatives or friends not on the boater profile, prospective, buyers, etc. will not be allowed aboard stored boatyard boats. The boarding of boatyard boats without the permission of the owner of that boat is a trespassing offense and is punishable to the fullest extent of the law. There may be occasions where B.E.S.T. Boatyard's staff may deem it necessary to board a vessel in order to prevent damage to and provide for the safety of the vessel, the boatyard, and any personnel. Should any of the boatyard staff board a vessel in the boatyard, attempts will be made to notify the owner immediately.