South Benson Marina Winter Storage Rules and Regulations

1. **The word "marina"** is used here to indicate South Benson Marina, Town of Fairfield, CT. The word "Captain" is used here to indicate the owner, the operator of the vessel, the owner's or operator's agents, guest, employees, and personal representatives.
2. **Storage charges must be paid** in advance to cover a full season. No pro-rated or proportional reimbursement for unused storage will be made after the beginning of the season. There will be no reimbursements for any unused winter storage.
3. **The Captain agrees to have his boat insured** with complete marine coverage including liability and will provide the Marina with evidence of such coverage on demand. Each Captain will be held responsible for damage they may cause to other boats in the Marina, to the structures or facilities thereof. All personal property, including but not limited to electronics, fishing gear, propellers, antennas, rafts, tools and minor equipment must be removed from the vessel prior to storing both in water and on land.
4. **Wet storage runs from November 15, 2026 to April 14, 2027. Wet stored vessels are required to depart by April 14, 2027, and Land storage vessels are required to depart by May 9, 2027. Land storage vessels and trailers left on Town Property after May 9, 2027 will be fined $50/day late fee. Wet storage vessels not under summer contract will be charged at the applicable transient rate beginning April 15, 2027.** To sign up for wet winter storage a boat must be in safe and seaworthy condition, registered, identified, marked, equipped and maintained as required by law and safe practice. All vessels may be inspected by Marina or Town of Fairfield personnel. All vessels must be properly winterized. The Town of Fairfield is not responsible for any ice related damage. All seacocks must be in serviceable condition and closed during the winter months**. No heaters of any kind will be allowed on any vessel in winter storage.** The only power provided with winter storage is for the purpose battery charging.
5. **The Captain agrees that a vessel stored at the Marina beyond the date agreed upon on this contract without the express written permission of the Marina through a new storage contract or transient contract shall be considered an abandoned vessel per Connecticut State Statues Section 49 Title 55**.
6. **Storage charges** are based on length plus fixed extensions, such as bow sprits, swim platforms, etc. and are subject to verification by measurement. Owners are responsible for checking their vessels periodically during the season.
7. **When a boat enters the marina**, it immediately comes under the jurisdiction of the Marina and shall be berthed only where directed. The Marina reserves the right to move the Captain's vessel at its discretion. There will be no live-a-boards on dryland or in-water storage boats.
8. **Electrical cords** Other than Hubbell style 3 prong-marine grade-shore power cords, electrical cords may not be left plugged in while unattended at any time.
9. **The Captain shall be solely responsible for the safety of their vessel**. Should the Marina discover that the vessel is in peril, the Captain does hereby authorize the Marina to render assistance to the vessel. However, Captain agrees that the Marina has no obligation to monitor the status of the vessel or to render assistance, either directly or indirectly to the vessel. If the Marina renders direct assistance to the vessel, Captain agrees to pay Marina all charges and expenses of Marina for labor and materials for the vessel in connection with such peril. The Captain hereby also authorizes Marina to contract with licensed salvage service or repair contractors if aid or assistance is required at the sole expense of the owner. Captain agrees to settle any charges or expenses incurred directly with said contractors. If the vessel sinks, the Captain shall be responsible for all costs of removal and any necessary clean-up and will conduct such clean up in accordance with all federal, state, and local rules.
10. **Holding Tanks** all vessels stored at the Marina for the winter shall have their holding tanks pumped and winterized prior to storing.
11. **All sails must be removed prior to hauling and/or storage on trailers**.
12. **Fuel tanks**. Fuel tanks shall not be filled beyond 85% capacity. Temperature fluctuations may cause seepage from vents. Any repairs or cleanup resulting from damage from fuel, chemicals, etc. to the asphalt surface will be billed to the Captain. There will be no filling of fuel tanks from vehicles or containers brought to the Marina.
13. **The environment surrounding the Captain's vessel** is their responsibility and all waste generated while at the Marina and adjoining parking lots must be removed from the property. **THERE IS NO GARBAGE OR WASTE REMOVAL, CAPTAIN MUST REMOVE ALL WASTE FROM THE PROPERTY.**
14. **Captains are allowed to perform routine maintenance on their vessels while in wet storage**, however, permission for all subcontractor work must first be obtained from the marina office. No outside contractors or service organizations will be allowed to work on a Captain's boat unless they have permission from the Marina office and furnish proof of adequate liability and workman's compensation insurance. Once admitted, the work, conduct and payment of such persons and firms are the sole responsibility of the contracting Captain. Captains and their subcontractors are not allowed to shrink wrap, paint strip or power paint spray**. No maintenance of any kind may be performed to the vessel's bottom while at Marina parking lot** to include; sanding, grinding sandblasting, mechanical abrasion, scraping, painting, spraying, rolling, touch ups or chemical removal of anti-foul paint.
15. **Land storage assigned spaces** Captains will park their trailered vessels only where directed and within the confines of their assigned space. The "blocking" or placing of vessels on stands is strictly prohibited.
16. **The Captain and guests** for whom he is responsible agree to conduct themselves at all times when on the property of the Marina or on any dock therein, so as to create no annoyance, hazard or nuisance to the Marina or to the other Captains. The Captain agrees to abide by the laws of the State of Connecticut and the ordinances of the Town of Fairfield.
17. **Captains shall provide a valid phone number and email** where they may be contacted in the event of an emergency.

By signing your winter storage contract, you have read and agree to these "Rules and Regulations"