

Sevey's Boatyard

Terms and Conditions

A. We reserve the right to cure.

1. All jobs must be verified, and work orders signed off before work is started. Copies of Seveys Boatyard Inc.'s Terms and Conditions apply. They are available at the service desk, on line on our website or via email if desired. Customers must address their concerns in writing via certified US Mail as outlined below.
2. Custom components, As IS, Special orders or Project sales are non-refundable.
 - A. Security Deposits or deposits in kind may be required for transactions mentioned in "A2" above. These deposits are non-refundable should the customer desire to cancel the order after the order is completed at our end.
3. Phone, Email, Fax, Telegraph, Letter and Online orders require written signed copy before the order is processed. The written Purchase Order or Written Order can be emailed, faxed or processed through the US Mail. Signatures and addresses will be verified prior to order shipment.
4. Customers using credit cards must provide full name as it appears on the card, the credit card issuer, the address where the credit card is billed to and contact information for the holder and the user. WE will contact the card holder for order and security verification and to acquire the security code for the card being used. All documentation will be verified prior to allowing the shipment of any merchandise or product to leave our immediate control.
5. Customers who desire to have merchandise or product shipped outside the United States, or orders originating outside the United States must provide the address of the destination, contact person and country of destination. Seveys Boatyard Inc. will handle all customs declaration and shipping documentation. Customers may request their carrier of choice if desired, otherwise we will use the best carrier for the shipment and country of destination. NO 3rd PARTY Labels or documents will be accepted.
6. All merchandise or product will be shipped by us to the destination provided by the customer. Under no circumstances will merchandise or product be shipped under a customer's supplied label. We will quote shipping, handling, customs and destination charges prior to shipment and acquisition of funds from the customer for the customers approval.
7. Customers must file their concern within 20 days of sale or invoice payment for consideration.
8. There is a \$35 fee for all returned checks and \$70 fee for unjustified credit card charge backs or claims.
9. Proof of purchase is required for all refund transactions.
10. Please note that credit or debit card refunds may take up to 10 days for bank processing.

B. Boatlift, Mooring and Dockage services are tendered in the following manner:

1. Off season rates, November 1st through April 14th, billed for first time buyers or for annual renewals are tendered at a special seasonal rate below our normal retail rates and must be paid in full by the invoice due date. The customer's verbal confirmation and payment of any invoice constitutes acceptance of these terms and conditions. Special purchase, promotional and season discount invoices are non-refundable, unless prior approval of the management is obtained. The requirements of section "A" above also apply. Sub letting is allowed with approval from Sevey's Boatyard Inc. for the entire or balance of the current season.
2. On season Rates, April 15th through October 31st, are tendered at our normal rates and may be modified by the management from time to time for special events, sales, repeat customers or economic conditions. Verbal agreement and payment of invoice constitutes acceptance of our terms and conditions. Space rental sales are final and non refundable. Sub letting is allowed with approval from Sevey's Boatyard Inc. for the entire or balance of the current season.

3. When renting and/or using a boatlift, mooring or dockage space, the customer assumes the inherent risk associated with such practices. Seveys Boatyard will maintain the equipment in as good a condition as possible during the boating season of April 15th thru October 15th of each year. The customer agrees by renting the boatlift, dockage or mooring space to release and hold harmless Seveys Boatyard, for any damages, caused by lake and weather conditions beyond Seveys Boatyard control. The customer also agrees to the same terms if and when Seveys Boatyard's boatlifts, moorings or dock space is used without Seveys Boatyard's knowledge or outside the boating season as specified.
4. Seveys Boatyard will attempt to maintain the usability of dockage and boatlifts from April 15th through October 15th of each year. The customer agrees to release and hold harmless Seveys Boatyard for lake level conditions beyond their control which from time to time may or might render the continued use of dockage and boatlifts unusable. When such conditions exist Seveys Boatyard will attempt to render services during regular business hours to the best of their ability, to complete the boating season until October 2nd at which time the season will officially end. Lift and dockage fees are not prorated when these conditions occur. Seveys Boatyard also reserves the right to end the season when the lake conditions or level make it no longer safe to launch or retrieve vessels from the lake.
- C. Our Tax ID Number is 16-1026078. To qualify for non-taxable sales, you must provide us with proper documentation as required under New York State and Federal Law.
- D. There is no return on opened electrical or electronic parts. There is no return or refund on special order parts.
- E. Payments are due on the due date of the invoice to avoid finance charges.
 1. Finance charges are applied at the rate of 2% over 30 days or 24% per annum.
- F. There is a 15% restocking fee on all merchandise returns. Items must be in their original packaging and in marketable condition at the time of return for a refund to be issued less the restocking fee or as defined in "D" above.
- G. There are no cash refunds on check, debit or credit card transactions.
- H. Bills may be paid in person with proper data and identification, by phone with proper data and identification or from our web site at www.seveys.com, or through our secure PayPal link. Your use of these payment methods constitutes acceptance of our terms and conditions.
- I. Oil, Coolant, Treatment and Preservation items may be returned for exchange only. They must be returned in their unopened, undamaged, original containers.
- J. New Motor, New Trailer, New Boat, Used Motor, Used Trailer and Used Boat sales are sold as advertised.
 1. No refunds on As Is/ Where is sales. These sales are final.
 2. Customers may request a refund or cancel a boat, motor or trailer sale within 72 hours of invoice date with the following exceptions.
 - a. Special Order or Holding Deposits are non refundable.
 - b. If custom work is performed on any item covered by item "J", the sale is final and will be subject to Sevey's terms and conditions, Sevey's standard warranty and or manufacturer's warranty as applicable.
- K. Items sold at Sevey's Boatyard are covered by one or more warranties at the time of sale. Customers may request warranty information before, during and after the sale process. A written copy of the implied warranty can be obtained on request at any time.

L. Vessel/Boat Rentals and Rental Invoices

There are No refunds or credits for unused rental days unless approved by Sevey's Boatyard Incorporated Management.

1. Prepaid rates cannot be combined with any promotional offer. A major credit card is required at the time the reservation is made. We accept those cards found on our "payments" page of the website.

2. Rates exclude vessel licensing recovery fee, other cost recovery fees, governmental surcharges, taxes or other optional items such as child seats, luggage racks, refueling items, insurance, NeverLost or optional refueling. or one-way charges for which the renter may be responsible. Excluded services cannot be prepaid; if accepted, must be paid locally at time of rental.
3. Changes to a reservation may be done by contacting Sevey's Boatyard. Any changes to the reservation may impact the rental charges. If a prepaid reservation is cancelled more than 24 hours before the pickup time, a \$25 cancellation fee will be assessed. If the prepaid reservation is cancelled within 24 hours before the pickup time, a \$50 fee will be assessed. If the customer does not cancel the reservation prior to the pick-up time and the rental vehicle is not picked up on the rental date, the entire prepaid amount will be forfeited.
4. Approximate rental charges are based on available information at the time of reservation for renters age 25 and older. For minimum age requirements please see "Rental Qualifications and Requirements" below for details. Please note that for renters under age 25 an additional daily age differential charge may apply. Additional fees or surcharges may be applied at time of rental.
5. The customer must provide a valid credit card and number and photo ID at the time of rental and at the time of a change to a prepaid reservation. This must be the same credit card and photo ID that was used for the original reservation. If the customer wishes to change the credit card, then the original reservation must be cancelled and a new reservation made. Credit cards and photo ID must match.
6. Standard rental qualifications and rental period restrictions apply.
7. A valid photo ID driver's license and major credit card must be presented at the time of rental to cover any reasonably anticipated charges which have not been included in the prepaid voucher.
8. All rentals are subject to Sevey's Boatyard standard terms and conditions in effect at time and place of rental.
9. Rental days are from 9:30 AM to 4:30 PM commencing at time of pickup. Additional days will apply if the rental is kept longer than specified (additional days begin after a 29 minute grace period and will be billed at the current daily rate in effect). Pickup time is 9:30 AM and Drop off time is By 4:30 PM. Hourly rates are based on availability on a given day.
10. Unbranded (non VISA or MasterCard) Debit Cards are not valid forms of payment for prepaid rates or reservations.
11. Vessel/Boat renters are required to sign a release of liability before their rental reservation can be completed and the vessel/boat picked up. This can be done in advance or at the time of pickup.

Declarations:

Credit/Debit card authorization amount

Why was the amount held on my credit/debit card more than the estimated rental costs?

An authorization is required based on the estimated **rental** charges. In order to cover incidental charges, such as extra hour or daily charges if the vessel is returned late, we require credit approval for up to \$200.00 over the total estimated **rental** charges. Approval for this additional amount cannot be waived. If authorization for the estimated amount cannot be obtained, the **rental** will be denied.

Additional authorizations (holds) will also be obtained if the vessel is not returned on the date/time noted on the **Rental Agreement/Invoice** or if the original terms of the **rental** change which result in additional

charges.

Credit/Debit card hold/deposit release

I've returned the Sevey's Boatyard Rental Vessel/Boat. Why is there still a hold on my credit/debit card?

When the vessel is returned, a charge for the total amount due is submitted to your credit card company. Depending on the credit card company, there may be a delay between the time the charges are received and when the hold is released. The length of time this takes is not determined by Sevey's Boatyard. Since the card issuer is responsible for releasing authorization holds/funds back to their customers' accounts, we recommend you contact the card issuer directly.

Using another person's credit or debit card for rental

Can I use another person's credit or debit card for payment of my rental?

Charge cards and debit cards must be in the renter's name. The renter's name must be embossed on the front of the card.

Reserving using Debit Cards

Can I use my Debit Card or Bank Card to reserve a Vessel/Boat at Sevey's?

Debit Cards (sometimes called check cards) issued under a VISA or MasterCard logo which draw funds directly from the cardholder's account may be used to qualify for rental. However, prepaid or stored value cards which have a VISA or MasterCard logo are not accepted to qualify for **rental**. Debit cards must have available funds for the estimated amount of the rental charges plus up to \$200 to cover any incidental charges in order to secure the **rental**. Both debit cards and prepaid or stored value cards issued under a VISA or MasterCard logo may be used as a form of payment when you return the vessel/boat.

Use of multiple credit/debit cards

Can I use more than one credit or debit card to pay for my rental?

No, you cannot split charges among different cards.

M. Equipment Rentals

1. Equipment such as ski lines, harnesses, skis, tubes, fun craft, wake boards, surfboards and the like are available for purchase in Sevey's store. These items are not available for rental.

N. Sevey's Boatyard reserves the right to amend these policies from time to time and/or as required by New York State and other agencies. We reserve the right to cure at all times in all cases.

O. US Military

1. Thank you for your service!!
2. Seveys offers Active Duty US Military personnel and veterans a 10% discount with proper ID.
3. ID's accepted are Military ID, Veterans ID (VA), Retired Military ID or DD214.
4. Fuel, Sale Items, Special Orders, Freight and Shipping Charges, Discounted Seasonal Passes and Discounted Special Lift or Mooring rates are excluded.

P. Seveys Campground

1. Seveys has a campground with a limited number of full hook-up sites and several tent sites for real campers.
2. It is recommended to reserve sites ahead to be sure one is available on the dates desired.
3. Reservations must be paid in advance with a major credit card. Reservations made, but not used or cancelled on the day of arrival, are non refundable. If cancelled 48 hours prior to arrival, one day's fee will be charged. If cancelled more than 48 hours in advance of arrival, 10% of the first nights fee will be charged.

Q. Propeller Surcharge

1. Propellers are inspected prior to rental departure. It is expected that the propeller condition when the boat is returned will be the same. If the propeller is damaged during the rental period, other than normal wear and tear, a \$95 surcharge will apply and be charged to the renter's card upon return of the boat.

R. Normal wear and Tear

1. Normal wear and tear is expected on all equipment in service.
2. It is expected that the renter will be responsible for proper operation and proper care of the boat while in the renter's possession.

S. Abnormal Wear and Tear

1. Items determined to have been damaged by the renter (abnormal wear and tear) at the time of turn in inspection will be charged to the renter at the current shop rate plus materials.
 - a. Examples of abnormal wear and tear:
 1. Mooring and docking lines damaged through use other than for their intended purpose.
 2. Seats, deck cushions, seat backs damaged by improper use.
 3. Damage to the windshield and support components, interior structures, electronic equipment, instrumentation or dash components.
 4. Damage to covers and related components.
 5. Physical damage to the boat hull or rails.

T: General Labor

1. General Labor is billed at a different rate other than our regular hourly rate. The minimum billing for General Labor is 1 hour.

U. Engineering Fees:

1. Engineering fees are incurred where other than normal research is required to obtain documentation or parts information.
2. Engineering fees are also incurred where redesign or substitution research for obsolete components is required.
3. Engineering fees are billed at a different rate than our regular hourly rate.

V. Outside Vendors

1. Handling fees may be incurred when a customer's boat or trailer is moved or made available to outside vendors.
2. These fees vary with the type of service rendered and are not the same as our regular labor rates.
3. Handling fees may also be incurred for special modifications, non-standard products, covers or assemblies that require special services in order to use or install by Seveys Boatyard Personnel during the normal course of servicing.

4. Examples of items are: Custom covers that require interlocking strapping or clips, commercial covers that do not have proper poling or support, trailers with special hitch requirements or sizes, trailers without jacks, boats left without keys or batteries, outside vender requirements for access not contracted by Seveys Boatyard Inc.

5. Commercial entities using our launch ramp may do so with permission from Seveys Boatyard Management. Any special requirements will be conveyed or arranged at the time the request is made.

W. Boat Storage & Summarization

1. Boats are fully serviced in the fall when turned in for storage. Dockage, Mooring and Hoist customers must notify us prior to our closing date posted on the calendar page, of their desire to store or not store their boat with us for the winter season by email or written letter. Service fees are based on the type and boat design turned in or left unattended past the closing date, will be serviced and/or stored at our discretion, and conform to Sevey's Boatyard Standard Pricing in effect at the time. Boats removed from storage in the following Spring incur a start up fee plus normal summarization charges depending on boat type and power.

2. We require two weeks' notice for removing boats from storage to facilitate yard movements and shop work schedules. You may make the request via US Mail, Email or phone.

3. Estimates can be obtained for all services by contacting the service department. AS is where storage is also available with signed waiver agreement.

4. Boats not picked up after 10 days from the date of notification will incur a \$10 per day storage fee.

X. Credit Card and PayPal Boat, Motor, Trailer or Combination There of Sales

1. Seveys Boatyard allows customers to buy these items using PayPal or their credit card under the following conditions.

a. For used items, Credit Card and PayPal terms are where is as is and all sales are final subject to Seveys Standard Used warranty, if any, disclosed at the time of sale.

b. For New Boat, New Motor, New Trailer or Combination There Of PayPal or Credit Card sales, customers may not receive a cash or check refund and are subject to the following requirements.

1) Chargebacks must be requested within the first 24 hours after the Boat, Motor, Trailer or combination there of leaves our yard.

2) Customer is responsible for depreciation value once the Boat, Motor, Trailer or combination there of leaves our yard.

3) The Boat, Motor, Trailer or combination there of and all accessories must be returned in a re-sellable condition.

4) The customer is responsible for all charges for restoring the items to a sellable condition and for normal wear and tear as determined at the time of return to our facility or yard.

5) In the event of default on the part of the customer, the customer will be responsible for all collection and recovery costs associated with the repossession of the items and the restoration for resale.

Modified 03/28/2016; added highlighting, and U5.

Modified 04 April 2016; added lake conditions clause

Modified 20 August 2016; corrected several spelling errors and updated some language

Modified 15 March 2018 for Credit Card and PayPal Sales of Boats, Motors, Trailers or a combination thereof

Modified 14 August 2018: Add language for special orders, fraudulent chargebacks, orders and shipping addresses or methods. Add procedures for special orders, items leaving the United States and verification procedures.

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