

# 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 can be supplied on request. They are available at the service desk, online 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 final and 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.
    - B. Sevey's requires a 10% non-refundable payment upfront payment on special orders and special projects.
  3. Phone, Email, Letter and Online orders require a written signed copy before the order is processed. The written Purchase Order or Written Order can be emailed 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 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 declarations 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 3<sup>rd</sup> 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 customer's 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. **No cash refunds for check or credit card sales. Please note that credit or debit card refunds may take up to 10 days for bank processing.**
- Boatlift, Mooring and Dockage services are tendered in the following manner:**
1. Off season rates, November 1<sup>st</sup> through April 14<sup>th</sup>, 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 constitute acceptance of these terms and conditions. **Special purchase, promotional and season discount invoices are non-refundable**, unless prior approval of the management is obtained. Subletting is allowed with approval from Sevey's Boatyard Inc. for the entire or balance of the current season.
  2. On season Rates, April 15<sup>th</sup> through October 31<sup>st</sup>, 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 constitute acceptance of our terms and conditions. **Space rental sales are final and non-refundable.** Subletting 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 15<sup>th</sup> through October 15<sup>th</sup> 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 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 15<sup>th</sup> through October 15<sup>th</sup> 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 2<sup>nd</sup> at which time the season will officially end. Lift and dockage fees are not pro-rated when these conditions occur. Seveys Boatyard also reserves the right to end the season when the lake conditions or levels 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 Tax Laws.
- D. There is no return on open 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](http://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 our 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 or Boat Rental

Seveys Boatyard is no longer in the rental business. Links to boat rentals are available on our website at <https://seveys.com>

#### M. Equipment Rentals

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

## **N. Amendments**

1. 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 always cure 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 made in advance with a major credit card. Reservations made but not used or cancelled on the day of arrival, are non-refundable. If cancelled 24 hours prior to arrival, one day's fee will be charged. If cancelled more than 24 hours in advance of arrival, 10% of the first nights fee will be charged.

## **Q. Propellers**

Customers assume responsibility and acceptance that Skaneateles is a rock bottom lake with inherent risks. Customers agree to hold harmless seveys Boatyard for propeller damage caused by lake bottom strikes or debris.

## **R: 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.

## **S. 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 substitute research for obsolete components is required.
3. Engineering fees are billed at a different rate that our regular hourly rate.

## **T. Outside Venders**

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. The are billed as "Hotel Services".
3. Handling fees may also be incurred for special modifications, non-standard products, covers or assemblies that require special services to use or install by Seveys Boatyard Personnel during the normal course of service.
4. Examples of items are: Custom covers that require interlocking strapping or clips, commercial covers that do not have proper polling 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.

## U. Boat Storage & Summarization

1. Boats are fully serviced in the fall when they are 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. Boats 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 startup fee plus normal summarization charges and service 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-Is" 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.

## V. Credit Card and PayPal Boat, Motor, Trailer or Combination Thereof 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 Thereof 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 thereof leaves our yard.
    - 2) Customers are responsible for depreciation value once the Boat, Motor, Trailer or combination thereof leaves our yard.
    - 3) The Boat, Motor, Trailer or combination thereof 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 tears 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.

## W. PURCHASE ORDER SALES AND REPOWER PROJECTS

1. Seveys Boatyard undertakes purchase order sales and repower projects with a 10% down payment to ensure commitment to the project or sale.
2. Funds are held in the project or sale file until completion and then applied to the final invoice.

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.

Modified 15 July 2020: Add language for purchase order sales and repower projects.

Updated 13 March 2026: To reflect current conditions.

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