

\$ _____ @ 9Invoices due monthly by the 15th, the first beginning due date is 12/15/09.

DATE & DEPOSIT RECEIVED: _____ INITIALS: _____ MOOR ASSIGNMENT: _____

UPDATED CONTACT CARD / COPY TO CUSTOMER / INSURANCE UPDATED ON FILE / POLICIES PACKET GIVEN

Special Requests/Notes: _____

P.O. Box #106 ▪ Foot of Division Street ▪ East Greenwich, R.I. 02818

Telephone: (401) 884-8828 or (401) 884-8770 ▪ Fax: (401) 884-3163 ▪ www.nortonsmarina.com ▪ EMAIL: info@nortonsmarina.com

NORTON'S SHIPYARD & MARINA, INC.

WET STORAGE & MOORING AGREEMENT (12-MONTH) 10/15/09 -10/14/10

WE RESERVE RIGHT TO RE-MEASURE & ADJUST ALL BILLINGS IF LOA OF VESSEL OR MAST IS DIFFERENT THAN STATED

Owner's Name _____ Boat Name _____

Address: _____ *LOA _____ **Tip-to-Tip of boat, includes pulpits, davits & swim platforms.**

City _____ State _____ Zip _____ Boat Make _____ Power Sail Wood

Tel. # Days: (____) _____ - _____ Eve: (____) _____ - _____ *Mast Length _____ Beam _____ Draft _____

For emergency, we ask you to provide: Combo # _____ or Key # _____ Registration # _____ Engine Make: _____ Model # _____

E-MAIL: _____ @ _____

*** Marina reserves the right to haul any boat for non-payment of account at the owner's expense. Claims for adjustments on any billing must be rendered within ten (10) days of receipt of bill after which time, no adjustments will be made. It is understood that a maritime lien against the Vessel itself will secure any obligation to the Marina. Service charges will be added to all overdue accounts. Owner warrants and agrees that the contractual benefits, and all matters covered by this agreement, are such as will in every instance give rise to a maritime lien against the Vessel, in addition to any direct claims against the Owner or those in privity with him or the Vessel which may exist.**

WE REQUIRE A CURRENT COPY OF DECLARATIONS PAGE, TO BE SUPPLIED OR ON FILE BEFORE AGREEMENTS OR WORK IS ACCEPTED.

Insurance Declarations Page Supplied: _____ Date _____

TOTAL LOA FEE: \$ _____ + 2% ENVIRONMENTAL FEE: _____, LESS DEPOSIT (\$600 MIN. NON-REFUNDABLE):
\$ _____ = BALANCE: \$ _____ / # PYMTS @ \$ _____ EACH (DUE MONTHLY BY 15TH, BEGIN 12/15)

If payments are not made on time, contract will immediately revert to "due in full" with any previous applicable rate courtesies revoked. Our apologies, anyone with prior payment history concerns to Norton's may be asked to pay in full with this contract &/or prior to any other work being performed on Owner's Vessel or account.

OWNER'S SIGNATURE: _____ DATE: _____

▼ SEE FOLLOWING RATES, TERMS & CONDITIONS ▼

- **RATES:** **\$80.00 per foot**, based on LOA, with a \$2080.00 minimum (26'), + monthly metered electric+ environmental fee. *Rate will be based on boat length or slip length – whichever is longer.* In addition, Marina reserves the right to adjust rates should LOA actually exceed the LOA, in feet, specified above. *Term Agreement rates are based on specific seasonal rental term periods, reduce time & costs due to advance planning, & are made available to customers at the beginning of our contract season. All other rental time periods are subject to slightly higher rates.
- **PAYMENTS:** Agreement & a completely **Non-Refundable deposit** of \$600.00 (minimum) must be returned **BEFORE OCTOBER 1ST** to reserve space. You may pay the balance in full (sorry, no discounts apply) or, (at Marina's sole discretion assuming payment history has been good & all outstanding balances have been paid as specified below) in 9 installments (Invoice 1 of 9 due by 12/15 with final payment due by 8/15) as specified.
Cancellations: Owner must provide *written notice* to Marina, such that Marina actually receives the same on or before October 15th. In the event Owner fails to provide written notice of cancellation as specified above, Marina reserves the right to retain the entire balance, with no setoff, refund, &/or diminution whatsoever. In all cases, deposit is non-refundable. If cancelled, billing will be re-adjusted to reflect retained deposit & non-6 month seasonal mooring rate (pro-rated) for use up until date of cancellation.
- **TERMS:** This agreement must be returned signed; deposit paid in full, & with proof of insurance or it will be deemed unacceptable & returned to customer. All outstanding bills (inc. finance) must be paid in full before agreements are accepted or space is reserved. Customer agrees to re-locate-said vessel to assigned summer mooring effective 4/15, weather, & conditions permitting. Marina may refuse to rent mooring or storage space to any

person or entity, for any reason whatsoever, in marina's discretion. Even in the event owner presents this agreement, proof of insurance, is paid in full, & is current on all bills &/or charges, marina is not bound to offer owner a mooring or storage & retains discretion to accept or reject owner's vessel.

- **SERVICES:** Owner recognizes that Agreement **includes** 1 haul, 1 bottom wash, winter dry storage, 1 spring launch & summer mooring with launch service (water taxi). It also **includes** the exclusive use of the dinghy docks on a first come, first serve basis (Marina reserves the right to control &/or modify the same at Marina's convenience), use of courtesy docks & floats for a maximum of 1/2 hour (or such shorter time as Marina deems appropriate), reasonable parking facilities, other facilities as provided, & normal use of fresh water & electricity when at a dock, all of which shall be subject to Marina's right to modify the same at Marina's convenience. *****See #1 for specific details. Rate does not include un-stepping or stepping the mast, scraping the bottom if, in the determination of Marina, the same is badly fouled, nor does it include engine work, removing the batteries or covering the Vessel.** *Important: See full details on Contractor/Subcontractor terms. **Work Request/Launch Confirmation Forms are distributed in the fall with Agreements & again in the spring prior to launching in anticipation of upcoming launch dates. Work Requests assist us in meeting your needs & not making any costly assumptions. Marina will NOT conduct any work (including mast work, launches, or hauls) without a signed Work Request & current copy of Insurance on file.**

*** Standard Launch Hours: Memorial Day Weekend - Labor Day: 8:00 a.m. - 10:00 p.m. every day.**

1. **Mooring Specifics:** Marina will provide full-time launch service in connection with this Agreement, subject to weather conditions, mechanical failures, & other issues affecting Marina's reasonable ability to provide such service, beginning on or about June 1st & extending through, on or about the first weekend in September (the "Mooring Period"). With respect to the time period outside the Mooring Period, Owner is solely responsible for providing own method &/or means of accessing the Vessel &/or moorings. Weather conditions & other issues permitting, Marina will undertake all efforts to have all moorings available on or about April 15th.
Marina reserves the right, in Marina's discretion, to change the beginning & ending dates of the Mooring Period for any reason whatsoever & shall not be held responsible for any claims, demands, expenses, losses, &/or damages whatsoever resulting from the unavailability of moorings for any reason, including modification of the beginning & ending dates of the Mooring Period. Other than services expressly referenced herein, Marina shall not be responsible for any additional services & it is Owner's sole responsibility to arrange for the same. With respect to Owner's use of Marina's launch & other services/equipment, Owner shall conduct him/herself &/or ensure that Owner's guests, crew, agents, servants, &/or employees conduct themselves, in a courteous & polite manner, & Owner &/or Owner's guests, crew, agents, servants, &/or employees shall not under any circumstances overuse &/or abuse Marina's employees, services &/or equipment.
Upon launch, in the interest of loading & subject to availability, Owner is expected to move Vessel out from a temporary slip to its assigned mooring within a reasonable period of time (5 days maximum) from actual launch date unless prior arrangements have been made with Marina. A tow charge at a min. of \$40.00 to move Vessel to its assigned mooring will apply if found at an unauthorized location. Marina reserves the right to charge Owner for daily dockage.
2. **Reassignment:** Nothing in this Agreement shall prohibit Marina from exercising the right, in its sole discretion, to relocate &/or reassign slips if determined by Marina that relocation &/or reassignment is advantageous to the functioning of Marina's business &/or property.
3. **Subletting, Transfer & Assignment:** Under no circumstances shall Owner sublet, transfer or assign this Agreement or rights hereunder.
4. **Insurance:** Owner agrees to have Owner's Vessel covered by a full marine insurance package (hull coverage, indemnity & liability). Owner agrees to release, discharge, indemnify & hold harmless Marina from any & all responsibility for injury (including death), loss, or damage to persons or property in connection with Marina's services hereunder &/or Marina's property, docking facility, or storage area not resulting from the recklessness of Marina &/or its employees. This release, discharge, & indemnification shall cover, without limitation, any loss or damage resulting from Marina's employees docking or hauling Owner's Vessel, vandalism, theft, fire & high/low water, wind, collision, ice, rain, terrorism, or any other act of God. Customers without insurance are in violation of their Marina Agreement and may be subject to Agreement cancellation. **See "Policies" for more details.**
5. **Marina Property:** At any time while a Vessel is located on, at, near, or in any way at a location affecting Marina's property, Marina shall have the sole & exclusive authority to dock, store &/or maneuver the Vessel or direct Owner to maneuver the Vessel, as Marina deems appropriate, in its discretion. We are not responsible for dinghies left in the yard or on the docks. Owner's stands, dinghies, & equipment must be clearly marked with boat or Owner's name.
6. **Contractors/ Subcontractors:** In order to permit Marina to exercise control over those persons who come onto Marina's property and to ensure the mutual safety and aesthetics of all, NO workmen/contractors other than those expressly authorized in writing by Marina shall be allowed to perform any work or provide any service to any Vessel on Marina's property, ashore or afloat, without prior written notice to Marina, and express written consent of Marina, upon such terms as shall be acceptable to Marina in its sole discretion, including the furnishing of a Certificate evidencing Liability Insurance & Workman's Compensation Insurance in an amount acceptable to Marina, in its sole discretion. **See "Policies" for more details.**
7. **Safety:** CHILDREN 12 & UNDER YEARS OLD MUST WEAR LIFE JACKETS WHEN ON THE DOCKS & LAUNCH. FISHING, DIVING OR SWIMMING IS NOT PERMITTED ON OR AROUND ANY SLIPS OR MOORINGS, NOR FISH CLEANING ON THE DOCKS; NO OPEN FLAMES OF ANY KIND ARE PERMITTED WITHIN MARINA'S PREMISES; OWNERS AND THEIR GUESTS MAY NOT USE THE VESSEL'S HEAD AND DISCHARGE THE SAME WHILE IN OR AROUND MARINA'S PROPERTY; **NOTHING OF AN ELECTRICAL NATURE, INCLUDING BATTERIES, MAY BE LEFT ABOARD VESSEL IN WINTER.** ENGINES MAY NOT BE STARTED OR RUN ON LAND; PURSUANT TO INSURANCE REGULATIONS AND MARINA'S SAFETY POLICIES, MARINA DOES NOT PERMIT ANY PERSON(S) OR ANIMALS TO RESIDE UPON VESSELS ON MARINA'S PREMISES. IT IS OWNER'S RESPONSIBILITY TO ENSURE WASTE TANKS ARE EMPTIED AND FUEL TANKS ARE EITHER FILLED OR DRAINED PRIOR TO STORAGE. **See "Policies" for more details.**
8. **Adherence to Marina Policies:** Owner shall abide by rules and regulations from time to time as established by Marina and Owner shall conform, and be solely responsible for causing, Owner's employees, agents, servants and guests to conform, to such rules and regulations, including those set forth in this Agreement. Marina shall not be liable to Owner or any other person for violation of the same by any other Vessel Owner or individual on Marina's property.
9. **Temporary Mooring or Slip /Transient Rental:** When a mooring is vacant due to the seasonal dockage holder being gone overnight or longer, Marina has the exclusive right to rent it out to transients. **Any seasonal dockage holder leaving Marina's property via Vessel shall notify Marina's Dock Attendant or Office personnel on duty as to the expected date & time of return to Marina's property.** Marina, using this information, may assign seasonal slips or moorings to visiting boaters (transients), on a temporary basis with a view of having that mooring cleared for the return of its seasonal dockage holder. **See "Policies" for more details.**
10. **Security Interest:** Owner agrees that Marina shall have a security interest in, & a lien upon, the Vessel for any & all monies due to Marina which are outstanding, which lien &/or security interest may be enforced by possession & sale of Vessel in accordance with applicable law, including, without limitation, procedures set forth in Title 34, Chapter 35 of RI State Law of 1956, & any amendments thereto, or in accordance with the procedures set forth in Title 6A, Chapter 9 of the RI General Laws, & any amendments thereto as well as any other rights & remedies available at law or in equity. In the event that bills are not paid when issued to Owner, Owner agrees to pay a delinquency charge at the rate of 1½% per month on any unpaid balance. If a bill is not paid promptly upon receipt, Owner shall be in Default of Agreement.

OWNER EXPRESSLY ACKNOWLEDGES THAT HE/SHE HAS RECEIVED A COPY OF THE "POLICIES". READ THE TERMS OF THIS AGREEMENT AND HEREBY AGREES THAT NO STATEMENT, AGREEMENT, OR UNDERSTANDING, ORAL OR WRITTEN, NOT CONTAINED HEREIN, WILL BE RECOGNIZED &/OR ENFORCED.

IMPORTANT! Your signature upon receiving this AGREEMENT is your promise to read this information thoroughly and abide with those terms set forth herein & with accompanying Marina "Policies". The Marina reserves the right to cancel any contract for violation of any said "Policies", or breach of terms, & to retain all amounts paid in advance hereunder as liquidated damages. An additional copy of the current "Policies" of the Marina is posted in the Marina office and further copies will be provided to the Vessel Owner upon written request. The Marina hereby reserves the right to change the posted "Policies" from time to time.