

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

DATE & DEPOSIT RECEIVED: _____ INITIALS: _____ SLIP 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 & SLIP (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 immediately reverts to "due in full" with any previous applicable rate courtesies revoked. Our apologies, anyone with prior payment history concerns with us may be asked to pay in full &/or prior to any other work being performed on Vessel.

OWNER'S SIGNATURE: _____ **DATE:** _____

▼ SEE FOLLOWING RATES, TERMS & CONDITIONS ▼

- **RATES:** \$121.00 per foot, based on LOA, with a \$3146.00 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 and all outstanding balances have been paid as specified below) in 9 installments (Invoice 1 of 9 due by 12/15 with the final payment due by 8/15) as specified at the top of this page.
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 slip 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 slip space effective 4/15, weather, & conditions permitting. Marina may refuse to rent dock 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 reservation of dock or storage space & retains discretion to accept or reject owner's vessel.

■ **SERVICES:** Owner recognizes that this Agreement **includes** winter wet storage & summer slip, use of docks & floats, reasonable parking facilities, & reasonable use of water. Owner understands that Marina will meter electricity monthly & bill Owner for Owner's pro-rata share of electricity used by Owner &/or for the Vessel. Owner shall promptly pay Marina for any such billing upon receipt of the same. Other than the services &/or equipment expressly referenced herein, Marina shall not be responsible for the provision of any additional services &/or equipment & (i.e., bubbler, de-icer, &/or other device(s), system(s), &/or equipment(s) ("Anti-Ice Equipment") used in connection with circulating water in &/or around the Vessel during the time that protection against the formation of ice in &/or around the Vessel is necessary. Owner is solely responsible for providing such Anti-Ice Equipment necessary to the protection of the Vessel. It is Owner's sole responsibility to arrange for the same. **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.**

1. **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.
2. **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.**
3. **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.
4. **Subletting, Transfer & Assignment:** Under no circumstances shall Owner sublet, transfer or assign this Agreement or rights hereunder.
5. **Electricity/Utilities:** Electric is metered & billed monthly as utilized. Owner shall pay immediately upon Owner's receipt, all bills applicable to Owner & said Vessel. Marina reserves the right to require Owner to use an automatic water nozzle on hoses. **See "Policies" for more details.**
6. **Launching:** Owner, Owner's agents, employees, servants, subcontractor, contractor, third parties retained by Owner &/or Owner's guests agree to assume, at launching, responsibility & liability for the Vessel's safety, unless prior written arrangements are made with Marina. Hauls & launches are not scheduled on Saturdays or Sundays; Marina will however attempt to schedule launches &/or hauls as close to the desired date as possible. In no event shall Marina be held responsible, & Marina shall have no liability whatsoever in the event the desired launch/haul date is not met for any reason. Daily dockage rates may apply upon launch. If leaving Vessel on land for work to be completed, pro-rated land storage will accrue after a max of 10 complimentary days. Should a contract revert to winter or summer storage only, summer storage charges may apply after April 15th & winter storage any time after October 15th, regardless of scheduled launch date. **It is Owner's responsibility to follow-up with contractors/subcontractors incl., but not limited to, Elite Marine Repair, Electro Marine & Dockside Maid Services, to ensure boat preparations are completed to ensure haul or launch readiness. Marina will not be responsible for delays or changes in scheduling or resulting applicable charges due to lack of contractor/subcontractor readiness. BOAT MOVES ARE \$150.00 EACH.**
7. **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.
8. **Adherence to Marina Policies:** Owner shall abide by Policies as established by Marina & Owner shall conform, & be solely responsible for causing, Owner's employees, agents, servants & guests to conform, to such Policies, 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 Slip Use/Transient Rental:** When a slip is vacant due to the seasonal dockage holder being gone overnight or longer, Marina has the sole and 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 and time of return to Marina's property.** Marina, using this information, may assign seasonal slips to visiting boaters (transients), on a temporary basis with a view of having that slip cleared for the return of its seasonal dockage holder. Failure to notify Marina of expected date and time of return may result in Owner and Owner's Vessel being temporarily assigned to another slip or mooring until Owner's Vessel slip is vacated. **See "Policies" for more details.**
10. **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.**
11. **Security Interest:** Owner agrees that Marina shall have a security interest in, and a lien upon, the Vessel for any and all monies due to Marina which are outstanding, which lien &/or security interest may be enforced by possession and 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, and 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 and remedies available at law or in equity. In the event that bills are not paid when issued by Marina to Owner, Owner agrees to pay a delinquency charge at the rate of 1½% per month on unpaid balance. If 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.