

(OFFICE USE ONLY)

Date & TOTAL Received: _____ Initials: _____ MOOR LOCATION: _____

UPDATED CONTACT CARD / COPY TO CUSTOMER / INSURANCE UPDATED ON FILE / "RULES & REGULATIONS" PACKET GIVEN

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.

PRIVATE MOORING SERVICE AGREEMENT

6/1/11 THRU 10/14/11

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: (____) _____ - _____ Registration # _____

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.

TOTAL FEE: \$575.00 DUE IN FULL PLEASE.

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

- **CANCELLATIONS:** Owner must provide *written notice* to Marina. Marina reserves the right to retain the entire balance, with no setoff, refund, &/or diminution whatsoever.
- **TERMS:** This agreement must be returned signed; paid in full, and with proof of insurance or it will be deemed unacceptable and returned to customer. All outstanding bills (inc. finance charges) must be paid in full before agreements are accepted or space is reserved. Marina may refuse to rent mooring or storage space to any person or entity, for any reason whatsoever, in Marina's sole 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 launch service and retains discretion to accept or reject Owner's Vessel.
- **SERVICES:** Owner recognizes that this agreement & rate **includes** summer launch service (water taxi) to the Vessel & Owner as listed above. It also **includes** reasonable parking facilities and other facilities as provided, all of which shall be subject to Marina's right to modify the same at Marina's convenience. Agreement **does not include** the use of dinghy docks &/or any equipment &/or services incidental to such dinghy docks, as the same are for the exclusive use of existing seasonal mooring agreement customers.

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

Spring, and Labor Day - Columbus Day: 9:00 - 6:00 Sat, Sun & Holidays

(Marina will provide additional hours as available.)

- **Mooring Specifics:** Marina will provide full-time launch service in connection with this Agreement, subject to weather conditions, mechanical failures, and other issues affecting Marina's reasonable ability to provide such service, beginning on or about June 1st and extending through, on or about the first weekend in September (the "Mooring Period"). We are not responsible for dinghies left in the yard or on the docks.

Marina reserves the right, in Marina's sole 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 Marina's modification of the beginning & ending dates of the Mooring Period. Other than those services expressly referenced herein, Marina shall not be responsible for the provision of any additional services & it is Owner's sole responsibility to arrange for the same. With respect to Owner's use of Marina's launch and other services &/or equipment, Owner shall conduct him/herself &/or ensure that Owner's guests, crew, agents, servants, &/or employees conduct themselves, in a courteous and polite manner, and Owner &/or Owner's guests, crew, agents, servants, &/or employees shall not under any circumstances overuse &/or abuse Marina's employees, services &/or equipment.

Marina will charge a tow charge at a minimum of \$40.00 to move Vessel to an assigned mooring if it is found at an unauthorized location, and charge Owner for daily dockage.

1. **Subletting, Transfer & Assignment:** Under no circumstances shall Owner sublet, transfer or assign this agreement or Owner's rights hereunder.
2. **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 authority to dock, store &/or maneuver the Vessel or direct Owner to maneuver the Vessel, as Marina deems appropriate, in its sole discretion.
3. **Adherence to Marina Policies:** Owner shall abide by "Rules & Regulations" as established by Marina & Owner shall conform, & 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.
4. **Insurance:** Owner agrees to have Owner's Vessel covered by a full marine insurance package (hull coverage, indemnity & liability coverage). 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 & may be subject to Agreement cancellation. **See "Rules & Regulations"**.
5. **Conduct of Owners:** Owner agrees to conduct his/herself and to ensure Owner's crew, agents, employees, servants or guests and any others for whom Owner is responsible conduct themselves at all times when on or near Marina's premises, or on any Vessel docked or stored therein, so as not to create any annoyance, hazard, obstruction or any nuisance whatsoever to Marina, other Vessel owners or Marina's provision of services, including launch service. This includes observance of good housekeeping & sanitation practices as well as the proper disposal of garbage. Owner shall be responsible to Marina for the actions & behavior of Owner's crew, agents, employees, servants, or guests and any others present at or near Marina's property at the invitation of Owner. Owner shall operate Owner's Vessel with due care for the safety of others, & will be responsible for damage Owner, Owner's crew, guests, agents, employees or servants may cause to others in and about Marina's property. Owner will be responsible for providing chafe gear. With respect to Owner's use of Marina's launch & other services &/or equipment, Owner shall conduct him/herself &/or ensure that Owner's guests, crew, agents, servants, &/or employees conduct themselves, in a courteous and polite manner, and Owner &/or Owner's guests, crew, agents, servants, &/or employees shall not under any circumstances overuse &/or abuse Marina's employees, services &/or equipment.
6. **Pets and Safety:** Pets must be kept leashed at all times within Marina's property. **PETS 25LBS. OR MORE MAY NOT BE TRANSPORTED ON LAUNCH. MARINA OFFERS TEMP. DOCKS TO LOAD PETS AS NECESSARY.** No pets found, in the discretion of Marina, to be either dangerous or violent will be allowed on Marina's property without the written consent of Marina.
7. **Emergencies:** Marina assumes no obligation to perform any emergency services whatsoever. It is Owner's responsibility to arrange for emergency services including, but not limited to, evacuation &/or safe anchorage for Owner's Vessel, & preparation for & observance of proper storm procedures.
8. **Safety:** CHILDREN 12 & UNDER YEARS OLD MUST WEAR LIFE JACKETS WHEN ON THE DOCKS & FERRY LAUNCH. FISHING, DIVING OR SWIMMING IS NOT PERMITTED ON OR AROUND ANY SLIPS OR MOORINGS; 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; **See "Rules & Regulations" for more details.**
9. **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, and 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 any unpaid balance. If a bill is not paid promptly upon receipt, Owner shall be in Default of this Agreement.

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 "Rules & Regulations". The Marina reserves the right to cancel any contract for violation of any said "Rules & Regulations", or breach of terms, & to retain all amounts paid in advance hereunder as liquidated damages. An additional copy of the current "Rules & Regulations" 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 "Rules & Regulations" from time to time.

WHILE UNDER NO OBLIGATION OR GUARANTEE TO PROVIDE PROTECTION, WE ASK THAT FOR YOUR SECURITY, AND TO THE **BEST OF OUR ABILITIES** TO PROVIDE SAID PROTECTION, FOR YOU TO PLEASE LIST ANY PERSON WHO IS NOT PERMITTED ACCESS TO VESSEL LISTED ABOVE (IF APPLICABLE) VIA NORTON'S SHIPYARD & MARINA LAUNCH SERVICE: