

(OFFICE USE ONLY)

Date & Deposit Received: \_\_\_\_\_ Initials: \_\_\_\_\_ MOOR Assignment: \_\_\_\_\_

UPDATED CONTACT CARD /  COPY TO CUSTOMER /  INSURANCE UPDATED ON FILE /  "POLICIES" 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](http://www.nortonsmarina.com) ▪ EMAIL: [info@nortonsmarina.com](mailto:info@nortonsmarina.com)

NORTON'S SHIPYARD & MARINA, INC.

MOORING AGREEMENT (6-MONTH 4/15/12 THRU 10/14/12)

**\*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. \_\_\_\_\_ (office use only)

TOTAL LOA FEE: \$ \_\_\_\_\_ + 2% ENV. FEE: \_\_\_\_\_ = \$ \_\_\_\_\_

LESS DEPOSIT (\$300 MIN. NON-REFUNDABLE) OF = \$ \_\_\_\_\_ = BALANCE OF \$ \_\_\_\_\_ / # PYMTS @ \$ \_\_\_\_\_ EA  
(DUE BY 12/15, 2/15, & 4/15)

**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: \$59.00 per foot, based on LOA, with a 20' minimum (\$1,180.00) + environmental fee.** In addition, marina reserves the right to adjust rates should LOA exceed the LOA, in feet, specified above. This agreement covers the period of April 15-October 14 only. Owner understands that if vessel remains on mooring or relocates to a slip after October 15<sup>th</sup>, a discounted fee (current customer discount) will be applied & billed accordingly on a pro-rata basis until vessel's departure. \*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 \$300.00 (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 thirds as specified.
- **Cancellations:** Owner must provide *written notice* to Marina, such that Marina actually receives the same on or before October 15<sup>th</sup>. 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, 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 mooring or storage space and retains discretion to accept or reject Vessel.
- **SERVICES:** This agreement **includes** summer mooring with launch service (water taxi) provided during the dates of Memorial Day weekend thru Labor Day weekend. 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 when at a dock, all of which shall be subject to Marina's right to modify the same at Marina's convenience.).

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

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

**(Marina will provide additional hours as available.)**

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 1<sup>st</sup> & 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 15<sup>th</sup>. 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.

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 five (5) days max. from actual launch date unless prior arrangements have been made with Marina. Marina will charge a tow charge at a minimum of \$40.00 to move Vessel to an assigned mooring if found at an unauthorized location. Marina reserves the right to charge Owner for daily dockage at a reduced rate for existing mooring customers.

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. **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 15<sup>th</sup>, & winter storage any time after October 15<sup>th</sup>, regardless of scheduled launch date. It is Owner's responsibility 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 = \$150.00 EACH**
4. **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 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.
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. **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 "Policies".
7. **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.
8. **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.
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 & within Marina "Policies". No statement, agreement, or understanding, oral or written, not contained herein, will be recognized &/or enforced.**

**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 reserves the right to change the posted "Policies" from time to time.**