

(OFFICE USE ONLY)

Date & Payment Received: \_\_\_\_\_ Initials: \_\_\_\_\_

ASSIGNED HAUL WEEK \_\_\_\_\_ (AT MARINA'S DISCRETION) ASSIGNED LAUNCH WEEK \_\_\_\_\_ LOCATION: \_\_\_\_\_

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](http://www.nortonsmarina.com) ▪ EMAIL: [info@nortonsmarina.com](mailto:info@nortonsmarina.com)

Norton's Shipyard & Marina, Inc.

WET STORAGE (6-MONTH 10/15/09 -4/14/10)

**\*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: \_\_\_\_\_ = BALANCE: \$ \_\_\_\_\_ /DUE IN FULL

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:** \$32.00 per foot, based on LOA, with a \$832.00 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. This agreement covers the period of October 14 -April 15-only. Owner understands that if Vessel remains in a slip after April 15<sup>th</sup> a fee 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 & PAYMENT IN FULL (no discounts) must be returned **BEFORE OCTOBER 15<sup>th</sup>** to reserve space. **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 rate (pro-rated) for use up until date of cancellation.

■ **TERMS:** This agreement must be returned signed, paid in full, & with proof of insurance or it will be deemed unacceptable & returned to customer. All outstanding bills (inc. finance charges) must be paid in full before agreements are accepted or space is reserved. Agreement automatically renews at a summer slip rate after April 15<sup>th</sup> & will be billed pro-rata accordingly if Vessel is not moved by Owner. 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:** This Agreement only includes the use of docks & floats and reasonable parking facilities. **Agreement 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. It also 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 mooring customers.** 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. We are not responsible for dinghies left in the yard or on the docks. Owner's stands, dinghies, & equipment must be clearly marked with the boat or Owner's name.

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 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".

3. **Electricity/Utilities:** Owner shall pay immediately upon Owner's receipt, all bills applicable to Owner & said Vessel. Marina reserves the right to require Owner to utilize an automatic water nozzle on water hoses to help conserve water. Owner shall pay immediately upon Owner's receipt, all bills applicable to Owner & said Vessel. Marina reserves the right to require Owner to utilize an automatic water nozzle on water hoses to help conserve water &/or to meter any Vessel. Boats that plug in & use electric will have beginning readings recorded upon arrival at their permanent slip & billed regularly, those that do not use electric will not be charged.

The cost of electric continues to rise for Marinas and now tops over \$6,000 per month for Norton's Marina. Many places incur costs over \$100,000 annually – Norton's weighs in at approx. \$85,000 per year. Boat owners can assure minimal troubles throughout the season by assisting management in plugging in properly and adhering to appropriately marked posts to plug in to. In most cases, each Slip (your side) will be assigned a side of the power post, which house a 30 & 50 amp plug. A label maker will be used and include the Vessel's name adhered to the post and corresponding label on the shore power cord – male end. It is important to understand most power posts have one meter per side, which means that meter is monitoring both the 30 and 50-amp receptacles. This is important, that you and ONLY YOU plug into your side of the post. DO NOT let your neighbor plug into your side of the post or you will be paying for his/her electric. When there are two meters on the side of a post, the 30-amp and 50-amp are metered separately.

4. **Adherence to Marina Policies:** Owner shall abide by Policies from time to time as established by Marina and 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.

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. **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.

7. **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. Seasonal dockage holders shall also notify Marina at least four (4) hours in advance of their return to Marina if their trip plan is altered and an earlier return is anticipated. Efforts will be made to have the seasonal dockage holder's slip cleared by the time they arrive. However, it may be necessary to temporarily assign the seasonal dockage holder to another slip or mooring in the event that the transient boater presently occupying that slip cannot be located.

8. **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.

**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.