

(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 ▪ EMAIL: info@nortonsmarina.com

Norton's Shipyard & Marina, Inc.

WINTER 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.

* PREFERRED HAUL WEEK: _____ PREFERRED LAUNCH WEEK: _____ *

(Marina Makes Final Date Decisions, Actual Day Determined By Schedule Availability & Other Factors)

*LAST OUT, FIRST IN (IF YOU HAUL IN LATE NOVEMBER, YOU MAY BE LAUNCHED AS EARLY AS MARCH) IF CONTRACT REVERTS TO SUMMER STORAGE, SUMMER STORAGE CHARGES WILL BE EFFECTIVE & APPLICABLE AS OF APRIL 15TH.

OWNER'S SIGNATURE: _____ DATE: _____

▼ SEE FOLLOWING RATES, TERMS & CONDITIONS ▼

■ **RATES:** \$53.00 per foot, based on LOA, with a \$1,378.00 (26') minimum + environmental fee. In addition, Marina reserves the right to adjust rates should LOA actually exceed the LOA, in feet, specified above. Rate will be based on boat length or trailer length (if applicable) – whichever is longer. This agreement covers the period of October 15-April 14-only. Owner understands that if Vessel remains on land after April 15th, summer storage fees 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 & Non-Refundable PAYMENT IN FULL (no discounts) must be returned **BEFORE OCTOBER 1ST** to reserve space.

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, applicable deposits are non-refundable.

■ **TERMS:** This agreement must be returned signed, paid in full, & with proof of insurance or it will be unacceptable & returned to customer. All outstanding bills (inc. finance charges) must be paid in full before contracts are accepted or space is reserved. Customer agrees to re-locate-said Vessel from Marina property within a maximum period (subject to availability & Marina's discretion) of 5 days from actual launch date. Contract automatically renews at a summer storage rate & will be billed pro-rata accordingly (inc. move charges) if Vessel is not launched by its assigned launch date. Marina may refuse to rent dock 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 dock or storage space & retains discretion to accept or reject Owner's Vessel.

■ **SERVICES:** Agreement includes haul, bottom wash, winter dry storage, & spring launch, reasonable parking facilities, & reasonable use of water. **Agreement & provided 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.** 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. Boats stored on land are not allowed to remain plugged in to electric.

1. **Launching:** Owner, Owner's employees, agents, servants, guests, invitees, & licensees agree to assume, at launching, responsibility & liability for the Vessel's safety unless prior written arrangements are made with Marina. When a Vessel is launched that does not berth at Marina, a maximum of two (2) days dockage is permitted after May 15th pending availability & in the sole discretion of Marina. After the expiration of two (2) days, regular daily dockage fees as established by Marina shall be applied. Vessels not launched by assigned time, due to Owner's delay or the delay of Owner's employee, agent, servant, guest, subcontractor, contractor or any third party retained by Owner will subject Owner to a moving charge of not less than \$150.00 per move before Vessel is launched, &/or subject to summer storage charges, &/or Owner shall be in Default of this Agreement. Hauls & launches are not scheduled on Saturdays or Sundays. Marina will, however, attempt to stay as close to the desired date as possible, based on the date of return of contract & storage location.

NOTE: (OWNER IS RESPONSIBLE FOR MAKING ANY AND ALL WINTERIZING ARRANGEMENTS & NOTIFYING OFFICE UPON COMPLETION)

It is the *Owner's* responsibility to conduct all follow-up with contractors/subcontractors including, but not limited to, Elite Marine Repair, Electro Marine and 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.

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. **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. **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. See "**Policies**" for more details.

5. **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.

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. See "**Policies**" for more details.

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 & 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, 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.