

2011-2012 Norton's Work Request / Launch Confirmation (estimate only)

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WE RESERVE RIGHT TO RE-MEASURE & ADJUST ALL BILLING IF LOA OF VESSEL OR MAST IS DIFFERENT THAN STATED

Owner's Name _____ Boat Name _____
 Address: _____ *LOA Tip-to-Tip of boat, *inc. pulpits, davits & swim platforms*.
 City _____ State _____ Zip _____ Boat Make _____ Power Sail Wood
 Tel. # Days: (____) _____ - _____ Eve: (____) _____ - _____ *Mast Length _____ Beam _____ Draft _____
 Emergency Use: Combo # _____ or Key # _____ Registration # _____ Engine Make: _____ Model # _____

E-MAIL SAVES US ALL MONEY: _____ @ _____

Marina reserves the right to haul boat for non-payment of account at the owner's expense. All claims for adjustments on any billings must be rendered within ten (10) days of receipt of bill after which time, NO adjustments will be made. The owner warrants & agrees that that a maritime lien against the Vessel will secure any obligation to the Marina, & the contractual benefits, & all matters covered herein, 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)

CREDIT CARD # _____ - _____ - _____ - _____ EXP. DATE ____/____ SECURITY # ____-____-____

OWNER'S SIGNATURE: _____ DATE: _____ DAY PHONE: _____

PAYMENT FOR WORK CONDUCTED IS EXPECTED TO BE PAID IN FULL UPON COMPLETION.

Note: All Norton's rates & charges are based on a min. of 20' unless noted otherwise. Any & all work below is "due in full" at time of completion. No Vessel shall leave property unless billing has been satisfied. If payment is not made on time, any prior agreement rate or other discounts may be revoked. All Vessels hauled (except Norton's slip or mooring holders) are allowed a courtesy period of ten (10) days max. on land. Time after that will be billed for land storage, pro-rated. Vessels launched that do not berth at Marina are allowed a maximum of two (2) days dockage pending availability & at discretion of Marina. After two days, regular daily dockage fees as established by Marina shall be applied. It is owner's responsibility to maintain the Vessel immediately upon work completion, & to arrange for Vessel's departure. Additional charges may incur if Marina cannot reach Vessel Owner, or if Owner has not advised Marina in writing of specific arrangements.

It is Vessel Owner's responsibility to review options selected with Office to ensure accuracy of anticipated charges. Owner expressly understands that Marina reserves the right to adjust totals accordingly for any work requested or performed by Marina in keeping with the best interests of Vessel.

*** NOTE: A 2% ENVIRONMENTAL FEE IS ADDED TO ALL TOTAL CHARGES. THANK YOU.**

MECHANIC? (CUSTOMER SCHEDULES THIS): _____

<input type="checkbox"/> Haul Only (short in slings -3hours)	\$ 5.50 p/ft	<input type="checkbox"/> Haul & Wash (w/winter-storage)	\$ 7.00 p/ft	<input type="checkbox"/> Short Term Block	\$25.00 @1
<input type="checkbox"/> Launch (w/winter storage)	\$ 4.50 p/ft	<input type="checkbox"/> Unload off Trailer & Launch	\$ 4.75 p/ft	<input type="checkbox"/> Stands (Shoring Fee)	\$ 2.00 p/ft
<input type="checkbox"/> Owner's Stands (must be marked)	N/A	<input type="checkbox"/> Store Trailer (p/season)	\$ 250.00	<input type="checkbox"/> Dinghy (p/season)	\$150.00
<input type="checkbox"/> Step Mast (based on mast LOA)	\$ 5.25 p/ft	<input type="checkbox"/> Unstep Mast (based on mast LOA)	\$ 5.25 p/ft	<input type="checkbox"/> Store Mast (mast LOA)	\$ 5.00 p/ft
<input type="checkbox"/> Hourly Labor Services	\$ 75.00	<input type="checkbox"/> Crane Charge (labor add'l)	\$ 40.00	<input type="checkbox"/> Tow Boat (each)	\$ 40.00
<input type="checkbox"/> Shrink-Wrap - extra \$ if "painted" boat	\$ 17.00 p/ft	<input type="checkbox"/> Remove Shrink-wrap (+/- 2 Hrs.)	\$ Hourly	<input type="checkbox"/> Install Zipper Door	\$ 40.00
<input type="checkbox"/> Hand Wax Hull + materials	\$ 14.00 p/ft	<input type="checkbox"/> Wax Deck/Super + materials	\$ 14.00 p/ft	<input type="checkbox"/> Move Boat (each)	\$150.00
<input type="checkbox"/> Prep Outdrive / Zincs (+/- 3 Hrs. each)	\$ Hourly	<input type="checkbox"/> Sand & Paint + materials- 1 COAT	\$ 14.00 p/ft	<input type="checkbox"/> No Discharge Insp.	\$35.00
<input type="checkbox"/> Other Work (hourly rate)	_____	<input type="checkbox"/> Crane Charge (Each).	\$50.00		

All above noted rates are based on standard time & normal work required. *Some boat work requires additional time & labor & will require a preview & quote prior to our commitment to do work. **THIS INCLUDES BOATS: OVER 40', "PAINTED" BOTTOMS, THOSE THAT ARE SEVERELY FOULED, NEED HEAVY SCRAPING OR SANDING, NEED REPAIRS TO KEEL, HAVE NEW BOTTOMS, BLISTERING, NEED STRIPPING, REQUIRE MORE THAN 1 COAT OF PAINT, ETC.**

PREFERRED HAUL WEEK: _____ -(Marina Makes Final Date Decisions)- PREFERRED LAUNCH WEEK: _____

THIS IS AN ESTIMATE ONLY – ALL BOATS ARE NOT CREATED EQUAL!

TERMINOLOGY: "Length over All" is measured tip-to-tip & includes pulpits, davits & swim platforms. Vessel as used herein refers to that certain boat identified above & any & all appurtenants thereto including, but not limited to, equipment, dinghies &/or other materials attached to said boat. Marina herein refers to Norton's Shipyard & Marina, Inc., &/or any person authorized, incl. agents, & employees representing them. Owner as used herein shall refer to the Owner of the Vessel stored, docked, or otherwise stowed at Marina.

- **TERMS:** This agreement must be returned signed & with proof of insurance or it will be unacceptable. All outstanding bills (inc. finance charges) must be paid in full before agreements are accepted. Customer agrees to transient dockage as necessary, & to move Vessel from Marina within a max. (subject to terms, availability & Marina's discretion) of 2 days from actual launch date. Vessels not launched by assigned/contracted 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 p/move before Vessel is launched, &/or summer storage charges. Even in the event Owner presents this agreement, proof of insurance, & is current on all bills &/or charges, Marina is not bound to offer reservation of dock or storage space & retains discretion to accept or reject Vessel.
- **SERVICES:** It is Owner's responsibility, and not Marina's, to arrange for subcontractor work (apart from above referenced services) and to provide follow-up on Vessel readiness. ***Rules & Regulations* for more details.** Disclaimer: Marina shall not be held responsible for any losses, costs, expenses, claim &/or damages of any nature resulting from work performed by any contractor, subcontractor or any other individual not employed by Marina, or damages caused by any of the subcontractors or independent contractors permitted by Marina to provide services at Marina's property, nor for losses, costs, expenses, suits, demands, &/or damages resulting from such subcontractor/independent contractors' conduct &/or omission, whether negligent, intentional or recklessness. **Elite Marine Repair, Electro Marine & Dockside Maid Services & the same are wholly distinct & separate from Marina.**
- 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. **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.
- 3. **Marina Property:** At any time while 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 do the same, as Marina deems appropriate, in its sole discretion.
- 4. **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 "Rules & Regulations" for more details.**
- 5. **Insurance:** Owner agrees to have Vessel covered by a full marine insurance package (hull coverage as well as indemnity & liability coverage). Owner agrees to release, discharge, indemnify, & hold harmless Marina from any & all responsibility for injury (inc. 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 inc., but not limited to, 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. **See "Rules & Regulations" 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 rate 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 days. Should a contract revert to winter or summer storage only, summer storage charges may apply after April 15th & winter storage after October 15th 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.
- 7. **Contractors/ Subcontractors:** In order to permit Marina to exercise control over those persons who come onto Marina's property & to ensure the mutual safety & aesthetics of all, NO workmen/contractors other than those authorized in writing by Marina are 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, & 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.** Marina's tools & equipment are restricted to the use of Marina's employees ONLY. All contractors, subcontractors, independent contractors, & self-employed workers hired by Owner must show proof of insurance in the amount satisfactory to Marina in its sole discretion naming Marina as additional insured & register with & receive approval from Marina prior to commencing work on Marina's premises. **See "Rules & Regulations" for more details.**
- 8. **Risk of Loss:** Owner recognizes that storage of Vessel, eqpmt. &/or any other items is at Owner's sole risk. For Vessel's protection & Owner's peace of mind, Marina strongly recommends Owner remove all valuable items from Vessel before leaving. It is expressly agreed that Marina will not be responsible for any loss, theft, destruction &/or other damage of any items, nor for any loss, theft, destruction &/or other damage to Owner's Vessel or any other appurtenant to the Vessel including dinghies or other equipment in connection with any service provided by Marina. Owner does hereby indemnify & agree to hold harmless Marina, its agents, servants, employees & representatives, from & against any loss, cost or damage resulting to Owner's Vessel &/or property, &/or other persons property. In no event shall Marina be liable to Owner, Owner's employees, agents, servants, guests, invitees, & licensees as a result of Marina's inability to act due to circumstances beyond the control of Marina, inc. without limitation, any emergency, terrorist or other situation, or any act of God. **See "Rules & Regulations" for more details.**
- 9. **Security Interest:** Owner agrees that Marina shall have a security interest in, & a lien upon, the Vessel for any & all monies due to Marina which are outstanding, which lien &/or security interest may be enforced by possession & 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, & 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 & remedies available at law or in equity. If 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 Agreement.

THIS IS AN ESTIMATE ONLY FOR WORK SELECTED – MARINA TO ADJUST WITH FINAL CHARGES INCLUDING ENVIRONMENTAL FEE, LOA CORRECTIONS & ELECTRIC USE & IF APPLICABLE.