

# CONDITIONS OF CONTRACT

The above named boat owner, hereinafter referred to as "Boat Owner", has entered into a contract with Rhode Island Mooring Services, Inc., hereinafter referred to as "RIMS", for the storage of the above named vessel, hereinafter referred to as "Vessel", and agrees to the following conditions:

- 1. TERM:** Boat storage is from October 15th to May 15th. The Boat Owner agrees to remove the Vessel from RIMS premises by May 15th, **Unless the Boat Owner has notified RIMS of a June launch or monthly storage after that date, the Boat Owner will be charged storage for the entire summer. DUE IN FULL.** (\$7.00ft./per month for 5 months). This amount will be prorated if launched before fall. RIMS storage is not intended as a long term storage facility. RIMS reserves the right to request the removal of any vessel that has not been launched for two consecutive seasons at the owner's expense.
- 2. DROPOFF/PICKUP OF VESSEL:** It is the Boat Owner's responsibility to deliver the vessel to marina before haul out & remove the vessel from the marina within one day of launch. Jib sails need to be removed by customer prior to haul out. Any complications that arise while hauling may result in additional charges. After one day at the slip, a daily dockage fee of \$3.00 per foot applies. Electric/water services are \$12.00 per day for 30 amp & water, or \$20.00 per day for 50 amp & water regardless of use. **Customers that require emergency/unscheduled repairs in order to haul or leave the dock will be billed at 1.5X labor and possibly billed for a tow to/from our company mooring if there are space limitations.**
- 3. PAYMENT:** Winter storage fees will be divided into 2 payments. The first payment is due with this contract and the balance will be invoiced in January. **Any storage payments unpaid as of February 22nd will be charged on that day to the authorized credit card.** Additional service work for winter or spring will be billed for materials and labor after work is completed. Those bills are due upon completion of work. If you do not wish to charge service invoices on the authorized credit card you must make other arrangements beforehand. There will be a charge of \$15.00 for returned checks. We will not be able to reverse credit card charges once they have been processed. All service invoices will be due Two days from completion date. We will not accept storage contracts without a deposit and boat keys or combo. Beware the vessel and its contents may be sold at public auction to pay storage charges. Boat owners will be responsible for all costs of collection including attorney fees.
- 4. INSURANCE:** The Boat Owner warrants & stipulates that the Vessel will be fully insured against loss or damage to itself, other Vessels at RIMS & RIMS property. Where adequate coverage is not obtained & maintained, the Boat Owner warrants & stipulates that they intend to act as self- insurer against such losses. Proof of insurance must be filed annually at RIMS office. Homeowners' policies are only acceptable if they contain "Water Craft" liability endorsement. All Policies must provide a minimum of \$ 300,000.00 of liability limits & pollution liability clause. The Boat Owner waives his insurance rights of subrogation against RIMS, its agents, or employees for any actions on their part.
- 5. WARRANTY:** The Boat Owner understands that RIMS has made reasonable effort to provide safe storage facilities. RIMS makes no warranties or representations of any nature of the fitness of the facilities for the use for which they were designed and provided.
- 6. INDEMNITY:** The Boat Owner shall indemnify RIMS against all claims, actions, proceedings, damages and liabilities, including attorney's fees arising from or connected with the Boat Owners possession and use of the

storage space provided, including expenses incurred in the removal from the premises of the Boat Owner's Vessel or other property. RIMS is not responsible for loss or damage to boats, motors, or articles left in vessels in case of fire, theft and any other cause beyond our control.

**7. LIMITATION:** The Boat Owner acknowledges that he has inspected the storage space and is satisfied that said space is adequate for the safe storage of the above-described Vessel. RIMS employees will make an effort to contact and notify the Boat Owner of conditions requiring the Boat Owners attention, but RIMS assumes no responsibility to do so. It is the Boat Owners responsibility to provide a current day and evening phone number to RIMS.

**8. MAINTENANCE:** The Boat Owner shall keep the area around the Vessel clean and litter free. **It will be up to RIMS discretion to charge cleanup fees to any customer not adhering to RIMS standards.** Nothing additional shall be stored with the Vessel without the written permission of RIMS. If the Boat Owner employs outside commercial labor, the Boat Owner must notify and provide RIMS with a copy of the subcontractor's certificate of insurance naming RIMS as a certificate holder and showing adequate/current coverage. **Subcontractors must sign in and out at the office and are allowed on premises Mon - Fri 8:30am to 4:00pm (no exceptions) In addition, the Boat Owner will be responsible for paying RIMS an access fee of \$12 per hour for each hour (4 hr. min.) that the subcontractor remains working on the vessel.** In accordance with Federal Regulations, drop cloths and vacuum sanders must be used at all times when working on the boats. Burning off paint, the use of open flame torches or flammable remover, lighting of stoves, running of engines, use of electric or oil heaters is prohibited. Electric cords are not to be plugged in overnight. Winterizing engines with permanent auto antifreeze (Ethylene glycol) is illegal and prohibited.

**The Boat Owner is NOT PERMITTED to shrink wrap his own boat.**

**9. CONDITION of VESSEL:** By signing this document, the Boat Owner represents that the Vessel is seaworthy & is safe to be worked on by Marina's (Boatyard) employees, unless specifically stated otherwise in this contract and initialed by Marina staff. The Boat Owner will be liable to the Marina for any loss, damage or injuries attributed to any such causes not disclosed and that were not reasonably foreseeable by nature of the work. The Boat Owner is solely responsible for the watertight integrity, care and maintenance of the Vessel, including without limitation, upon launching of the Vessel after winter storage and thereafter. It is the Owner's responsibility to remove & replace the drain plug.

**10. PARKING:** Parking is provided for the Boat Owner, his agents and guests outside the large gated area.

**11. SALE OF VESSEL:** The posting of "For Sale" signs is prohibited. Persons inspecting a vessel for sale are regarded as guests of the Boat Owner. The Boat Owner must notify and receive permission from RIMS to bring guests or Broker on RIMS grounds to inspect a vessel for sale. **If the vessel is listed for sale while stored at RIMS the Boat Owner agrees to pay \$180.00 for each 6 month period.** Boat for sale fees are payable at the start of each season. Brokers must provide a certificate of insurance as mentioned in item #8 BEFORE they can show a boat. Boat Owner is responsible for informing the broker of the rules.

**12. HAUL/LAUNCH DATE CHANGES:** If you need to change your scheduled date, you will be re-scheduled at the next available haul out/launch opening. **Each cancellation will result in an additional charge of \$35.00** for disruption of scheduling. Boat moving charges may also be incurred at owner's expense.

**13. ACCESSIBILITY TO VESSEL:** RIMS MUST have access to vessel interior at the time of haul or launch and for the duration of the storage and or slip rental period. Please make sure we have your key or combo. WE WILL NOT

HAUL or LAUNCH ANY VESSEL WITHOUT A KEY OR COMBO, this will result in re-scheduling launch/haul at the next available date and is also subject to owner paid fees.

**14. SECURE VESSEL POLICY:** If a boat owner fails to supply the items necessary for RIMS to safely secure the vessel.

RIMS will provide these items and bill accordingly. This is a non-refundable purchase. (Dock lines, fenders, pennants).

**15. SHRINK WRAP:** RIMS is not responsible for boat or shrink wrap cover damage caused by severe weather events\*\*\*. We discourage owners from putting large tarps (and used shrink-wrap) to cover their boats. They always fail in wind conditions and then we have to remove them for safety reasons. If this occurs, charges will apply.

\*\*\*Tropical Storm winds, blizzard and ice storm conditions etc.

#### **RULES AND REGULATIONS**

The Boat Owner agrees to abide by all rules and regulations as specified by RIMS:

- Waste oil may not be discarded on RIMS property.
- Boat Owners are responsible for emptying the holding tanks before hauling out. (A \$350.00 fee for noncompliance will be charged)
- Ladders are provided by the Boat Owner and should be locked when not in use. · Vessel shall be adequately secured against storms.
- **All trash and litter must be removed by the boat owner.** Absolutely no paint cans, brushes, rollers, trays, rags or other environmentally harmful waste or residue shall be disposed of on RIMS property **INCLUDING DUMPSTERS.**
- Receptacles are provided for your recyclables.
- After performing maintenance on the vessel, the storage area shall be cleaned and left in the same condition as it was found. RIMS reserves the right to charge for cleaning up your area.
- No guests are allowed on boats when the Boat Owner is not present, or without RIMS knowledge and the Boat Owners permission.
- Do not tie covers or tarps to boat stands. Do not move boat stands under boats at any time.
- Do not leave your vehicle parked or unattended in front of the office entrance. This area is for the Travel lift only.

**The Boat Owner** is responsible for notifying RIMS **24 hours** in advance that a Subcontractor or Broker will be on the premises. They must also advise the outside contractor/ broker of any **applicable fees**, hours of operation and the insurance requirements. **NO one will be allowed to work on or show a vessel without current certificate of insurance on file.** This should be in our office before they arrive (fax to 401- 295-4718).

CUSTOMER SIGNATURE:

Date:

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