

HAULING AND INSIDE STORAGE CONTRACT

October 31, 2019 – May 1, 2020

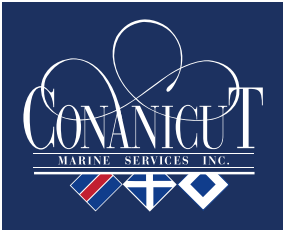
Conanicut Marine Services Inc. | 20 Narragansett Avenue, Jamestown RI 02835
 kevin@conanicutmarina.com | (401) 423-1556 x 210 | (401) 423-7159 (fax)

BOAT OWNER _____ MOBILE PHONE _____
 ADDRESS _____ FAX NO. _____
 CITY _____ STATE _____ ZIP _____ EMAIL _____
 NAME OF BOAT _____ WEIGHT _____ REG. OR DOC. NO. _____
 DRAFT _____ KEEL SHAPE _____ BOAT YEAR _____ BOAT MAKE _____
 COMBINATION _____ KEYS/LOCATION _____ **LOA** _____ BEAM _____
 ENGINE OR OUTBOARD MAKE _____ YEAR _____ MODEL & H.P. _____
 VESSEL INSURER _____ POLICY NO. _____ EXP. DATE _____
 APPROX. HAULING DATE REQUESTED _____ APPROX. SPRING LAUNCHING DATE REQUESTED _____

Conanicut Marina requires 20 working days notice of the desired hauling and launching dates or prompt service cannot be guaranteed. All hauling and winterizing after November 25 will be billed 2X rates below. The yard has the right to deviate from a flat rate schedule due to unusual or non-standard circumstances and charge our normal hourly rate.

NOTE: ONLY AFFILIATED CONTRACTORS ARE PERMITTED ON THE PREMISES.

INDOOR STORAGE — YARD MAINTAINED VESSELS ONLY — 140 SQ. FT. MINIMUM CHARGE			TOTAL
INDOOR STORAGE — Includes haul, wash, blocks, stands, storage and launch Vessel Length x Beam = Sq. Ft.	I1	<input type="checkbox"/> Power or sail vessel 32' and under _____ sq. ft. @ \$11.75/sq. ft.	\$
	I2	<input type="checkbox"/> Power or sail vessel over 32' _____ sq. ft. @ \$13.90/sq. ft.	\$
	I1OT	<input type="checkbox"/> On owner's own trailer _____ sq. ft. @ \$10.50/sq. ft. (incl. trailer)	\$
	IHS	<input type="checkbox"/> Inside heated storage _____ sq. ft. @ \$18.25/sq. ft.	\$
	I3	<input type="checkbox"/> Inside inflatable and dinghy storage x 10 ft. max. Each @ \$1,085.00	\$
		<input type="checkbox"/> Dinghy motor: winterize, service, store and commission _____ Rate sheet	\$
	I5	<input type="checkbox"/> Service life raft _____ Time and materials	\$
MASTS		<input type="checkbox"/> Unstep mast and store inside _____ Rate sheet	\$
	IR	<input type="checkbox"/> Check mast and standing and running rigging— repair/replace as necessary. _____ Ft. @ \$3.50	\$
	I7	<input type="checkbox"/> Sails left aboard will be removed, cleaned, repaired as necessary and stored. (Quantum / J&B) _____ Time and materials	\$
	I8	<input type="checkbox"/> Canvas left aboard will be removed, cleaned, repaired as necessary and stored. _____ Time and materials	\$
INDOOR BULK STORAGE (Services extra as requested)	BK900	<input type="checkbox"/> Indoor radiant heated 18 x 50 unit. Annual contract \$10,200, plus utilities.	\$
	BK1800	<input type="checkbox"/> Indoor radiant heated 36 x 50 unit. Annual contract \$16,995, plus utilities.	\$
WINTERIZATION The following will be performed as deemed necessary by the yard:		<input checked="" type="checkbox"/> Oil and filter change, transmission fluid change, full service of fuel system. Winterize engine(s). _____ —	\$ —
	I9	<input checked="" type="checkbox"/> Winterization of the head(s), domestic fresh water system, bilge, sump pumps and systems as necessary. _____ —	\$ —
	IM	<input checked="" type="checkbox"/> Inspect mechanical systems and recommend repairs _____ Ft. @ \$3.50	\$ —
TO ASSURE A TIMELY LAUNCHING SCHEDULE, THE FOLLOWING MAINTENANCE AND COMMISSIONING ITEMS WILL BE ATTENDED TO DURING THE WINTER MONTHS:	IH	<input checked="" type="checkbox"/> Inspect structural condition of hull and recommend repairs	
	TUGA	<input checked="" type="checkbox"/> Touch up minor gelcote /awlgrip scratches as necessary	
	I10	<input checked="" type="checkbox"/> Prelaunch commissioning of engines and all mechanical systems as necessary	
	I11	<input checked="" type="checkbox"/> Service and lube all seacocks, thruhulls and connecting hoses	
	I12	<input checked="" type="checkbox"/> Clean and lube winches	
	CB	<input checked="" type="checkbox"/> Bleach and spray accessible bilge areas	
	SLS	<input checked="" type="checkbox"/> Service and lube steering	
	I14	<input checked="" type="checkbox"/> Remove, clean, lubricate and repair roller furling as necessary	
	I15	<input checked="" type="checkbox"/> Wash, clean and wax entire exterior of vessel	
	I17	<input checked="" type="checkbox"/> Prepare and varnish or oil all exterior—brightwork	
	I20	<input checked="" type="checkbox"/> Top off stove (cng/LPG) gas bottles	
	PPS	<input checked="" type="checkbox"/> Prep and apply prop speed antifouling to propeller and shaft	
	356	<input checked="" type="checkbox"/> Prepare and paint bottom	
I19	<input checked="" type="checkbox"/> Prep and paint centerboard and check pin and cable if applicable		
WCI	<input checked="" type="checkbox"/> Wash and clean interior		



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ADDITIONAL ITEMS ON YOUR VESSEL THAT MAY NEED ATTENTION PRIOR TO LAUNCHING:	<input type="checkbox"/> Please complete items below <input type="checkbox"/> Please provide an estimate for items below	

PLEASE NOTE A DATE AND TIME WHEN WE COULD MEET ON BOARD AND GO OVER IN DETAIL:

DATE: _____ TIME: _____

TO RESERVE INSIDE SPACE: PLEASE SUBMIT A MINIMUM DEPOSIT OF:

\$ _____ BY _____

NO HAULING DATE WILL BE CONFIRMED WITHOUT A DEPOSIT.

Charge my: VISA MC AMEX Discover

Card No.: _____

Exp. Date: _____ Sec. Code: _____

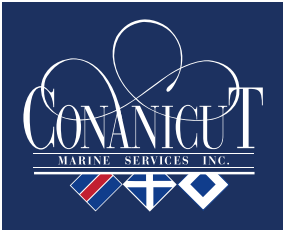
ON FILE RETAIN ON FILE

Deposit enclosed:	\$ _____
INVOICE ON COMPLETION = TOTAL:	\$ _____
<i>Thank you for using Conanicut Marine Services!</i>	

I HAVE READ AND AGREE TO ALL OF THE CONDITIONS, INCLUDING THOSE ON PAGE 3 OF THIS AGREEMENT:

Owner's Signature

PLEASE READ THE CONDITIONS ON THE NEXT PAGE (PAGE 3)
BEFORE SIGNING THIS AGREEMENT. THANK YOU!



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TERMS OF CONTRACT

1. The boat length for calculating the storage fee shall include bowsprit, boomkin, and any other non-removable appendages.
2. Boats, campers and gear are stored at Owner's risk. The boat and other property of the Owner, his agents or guests are brought on the Conanicut Marina property at the sole risk of the Owner, his agent or guests. Conanicut Marina will not be liable for any loss of, or damage to, said boat or property from any cause whatsoever. This includes fire, theft, vandalism, deterioration, part failure, storm or ice damage. It is the responsibility of the Owner to maintain insurance for the boat during the storage period. We cannot maintain our low storage rates if we are forced to insure your yacht.
3. The vessel and its contents may be sold at Public Auction for failure to pay dockage and/or storage charges.
4. Owner and unpaid or paid helpers **are not permitted** to work on their vessels while stored within the storage buildings. Vessels with work underway by owners will be moved at the Owner's expense to an outside location. Only affiliated contractors are permitted on the premises.
5. Cradles, trailers, and dinghies must be clearly marked with the Owner's name and/or boat name for easy identification.
6. No electric cords may be left plugged in when boat is vacated. No electric heaters or water heaters, no open-flame heaters or torches are to be used on boats at any time without the express permission of the yard.
7. The Owner shall be fully responsible for the watertightness of his boat upon launching and thereafter. Any pumping or checking by the yard, or use of yard pumps, will be charged at the current rates.
8. The Owner agrees that a vessel stored at Conanicut Marina in excess of one year without the signing of a new storage contract and payment of the storage fee shall be considered as property abandoned by the Owner, and upon thirty (30) days elapsing from sending a written notice by Conanicut Marina to the Owner (to address on last contract). Conanicut Marina will then seek disposal of the vessel to satisfy the mechanic's lien granted and acknowledged by signature of this contract.
9. The yard has the right to deviate from the flat rate schedule due to unusual or non-standard circumstances and charge our normal hourly rate.
10. Boats in outside storage not launched by May 1 of the year in which this contract ends will be subject to an additional charge of \$4.00 per foot per week. Inside storage boats will be subject to an additional charge of \$1.00 per square foot per week. Not applicable to BK 900 and BK 1800.
11. Boat owners should not plan to be present for hauling or launching since this will be done at the yard's convenience according to the weather, number of boats to be hauled or launched, and any other work commitments. Boats will not be hauled or launched on holidays, Saturdays or Sundays. The yard will, however, attempt to stay as close as possible to the desired dates.
12. When a boat is hauled that does not berth in our marina, it may be moored in advance of the haul-out date on our mooring for a maximum of seven (7) days without charge. Boats delivered in advance of seven (7) days of the requested haul-out date will be charged the daily mooring or dockage fee, and all conditions applied in the Conanicut Marina mooring agreement are hereby incorporated.
13. When a boat is launched that does not berth in our Marina, a maximum of 24 hours on a mooring will be provided free, and thereafter the Owner will be charged the regular docking rate.
14. Bills will be mailed monthly and are due when rendered. A service charge of 1.5% per month (18% annually) will be added to balances thirty (30) days past due. Customers are reminded that storage charges are due IN FULL when billed. All bills must be paid in full prior to launching. Launching dates will only be given after any and all outstanding balances are paid in full. Full payment of the storage and maintenance fees MUST accompany this contract.
15. Please leave docklines and fenders ready in cockpit. Any boat without lines or fenders, or with lines and fenders that are not adequate to secure the boat properly, will be provided or replaced at the Owner's expense.
16. Any moves required to gain access to vessel before approximate delivery, launching date will be billed at our normal rate; (or if no approximate delivery launching date is given and additional moves are required, this will also be billed at our normal rate).
17. Due to insurance regulations, environmental compliance, and work place health and safety matters, Owners and their paid or non-paid helpers are not allowed to work on their vessel when stored inside or in repair shop. ***See contractor policy.**
18. **Security Interest.** In addition to those liens arising under state or federal law, Owner grants Yard a security interest in the Vessel, its engines, equipment, furnishings and other appurtenances, to secure sums due under this Agreement, including costs and attorney's fees. This Agreement shall serve both as a Security Agreement and Financing Statement. In accordance with the lien granted, Owner further extends to Yard a license to board the Vessel, upon Owner's default and remove any machinery, equipment, or materials Yard provided or installed. This license shall be deemed coupled with an interest and so may not be revoked.
19. **Attorney's Fees.** Owner shall pay Yard's reasonable attorney's fees and costs incurred in any dispute or legal proceeding arising from this Agreement or Yard's work on the Vessel, now or in the future, whether under this Agreement, subsequent oral or written agreement, or otherwise.
20. **Further Work.** All terms and conditions of this agreement shall be applicable to any further work done, or services provided, for the Vessel now or in the future, whether under this Agreement, or subsequent oral or written agreement, or otherwise.
21. **Charges.** Yard shall charge Owner at Yard's usual and customary time and materials rates. The parties agree that if a price is quoted on the reverse side it shall be considered an estimate only, unless followed by notation "firm."
22. **Exculpation.** This contract does not constitute a bailment. Owner agrees to indemnify and hold harmless Yard, its officers, employees and agents, against and from claims due to loss, damage, or injury to persons or property occasioned by, or arising from, the duties assumed under this Agreement or the care, protection or use of the Vessel (including her gear, equipment and contents) under any circumstances, including, but not limited to, fire, theft, vandalism, water damage, collision, or other cause, whether caused by the negligence of the Yard, its officers, employees, or agents, or otherwise defending covered claims.
23. **Limited Warranty.** Yard warrants its work for six months following completion, provided Yard is notified within such period of any defect and the Vessel is brought to Yard's facility for repair. Yard's limited warranty, however, does not extend to any machinery, equipment, or materials manufactured, or supplied, by others. ANY IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR SEAWORTHINESS, ARE LIMITED IN DURATION TO THE DURATION OF YARD'S LIMITED WARRANTY. Yard shall not be liable for incidental or consequential damages.
24. Bills will be mailed monthly and are due when rendered. A service charge of 1-1/2% per month (18% annually) and will be added to the fee balance 30 days past due. All bills must be paid in full prior to launching. Launching dates will only be given after any and all outstanding balances are paid in full.
25. **Environmental Responsibility.** It is understood that Conanicut Marine Services is an environmentally friendly marina and boat yard and subscribes to and enforces pollution prevention procedures. It is further understood and agreed that the posted best management practices at CMS are to be followed. I understand that this list may not be complete and pledge that I will exercise common sense and judgment in my actions to insure that my activities will not deposit pollution, waste, or residues on CMS premises. I understand that failure to adopt pollution prevention procedures may result in expulsion from CMS and forfeiture of rental fees. I understand that I may elect to employ CMS to perform potentially pollution producing activities on my behalf in which case the responsibility for compliance with the best management practices is entirely theirs.