MARINA RESERVATION AND RENTAL AGREEMENT

May 7, 2020 – October 12, 2020

Conanicut Marine Services Inc. | 1 East Ferry Wharf, Jamestown RI 02835
dockmaster@conanicutmarina.com | Office (401) 423-1556 x 3206 | Dockmaster, Steve Munger Mobile (401) 418-3438
conanicutmarina.com

SEASONAL MOORING PACKAGE*

A) *L.O.A. (LENGTH OVERALL) TO INCLUDE:* pulpit, bowsprit, boomkin, swim platform and davits (20-ft. minimum).

B) *USE OF MOORING HARDWARE: Boat owner is responsible for pennant, bridle and mast buoy.*

C) Launch service during regularly scheduled hours as posted.

D) Pristine restrooms and shower facility.

E) Docking privileges for pickup and discharge of crew or guests when space permits.

F) Dockage facilities at half the *Regular Transient Rate WHEN NOT RESERVED IN ADVANCE.*

G) *FREE* holding tank pumpout boat available Monday – Thursday is included with your seasonal mooring contract.

H) *FREE* parking shuttle provided for uptown public parking and to our long-term lot at Taylor Point Boat Yard at 260 Conanicus Ave.

I) *FREE* Wi-Fi.

RESERVATIONS CONFIRMED UPON RECEIPT OF DEPOSIT.
Conanicut Marine Services, Inc. D/B/A/ CONANICUT MARINA
**This contract is non-transferable. Note Terms of Agreement on Page 2, enclosed. Contract end date is 10/12/20; Additional charges will apply after this date.*

LAUNCH SERVICE SCHEDULE VHF 71

May 7 – May 14
Everyday: 9 a.m.–5 p.m.

May 15 – May 21
Sunday–Thursday: 9 a.m.–5 p.m.
Friday & Saturday: 9 a.m.–7 p.m.

May 22 – June 11
Sunday–Thursday: 8 a.m.–8 p.m.
Friday & Saturday: 8 a.m.– 9 p.m.

May 24
Sunday 8 a.m.–10 p.m.

June 12 – Sept. 7
Everyday: 8 a.m.–10 p.m.

July and August
Friday & Saturday: 8 a.m.–11 p.m.

Sept. 8 – Sept. 20
Everyday: 8 a.m.–8 p.m.
Friday & Saturday: 8 a.m.–9 p.m.

Sept. 21 – Oct. 12
Everyday: 8 a.m.–6 p.m.
Friday & Saturday: 8 a.m.–8 p.m.

Check out conanicutmarina.com for additional hours during special events!

ADDITIONAL SERVICES

Marina and Fuel Dock
1 East Ferry Wharf
Steve Munger
dockmaster@conanicutmarina.com
(401) 418-3438 mobile
(401) 423-1556 x3206 office
VHF 71

Hauling and Storage, Vessel Refit – Repair
260 Conanicus Ave.
Kevin Greene
kevin@conanicutmarina.com
(401) 423-1556 x210

Jamestown Newport Ferry Service
1 East Ferry Wharf
Rob Packer
rob@conanicutmarina.com
(401) 423-1556 x3208

Ship's Store and Chandlery
20 Narragansett Ave.
Marilyn Munger
marilyn@conanicutmarina.com
(401) 423-1556 x221

Courtesy Shuttle
(401) 864-2985 (mobile)
VHF 71

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TERMS OF AGREEMENT

This contract is non-transferable. Contract end date is 10/12/20; Additional charges will apply after this date.

1. It is understood that the Lessor in this Contract is Conanicut Marine Services Inc. hereafter referred to as CMS.

2. Exculpatory Clause: This contract does not constitute a bailment. Owner agrees to indemnify and hold harmless CMS, 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, weather, vandalism, collision, or other cause, whether caused by the negligence of CMS, its officers, employees, or agents, or otherwise.

3. Insurance Clause: Because CMS does not accept any liability for your vessel, it is a condition of this agreement that you must maintain hull insurance on the agreed value of your vessel. In addition, you are required to carry marine liability (protection and indemnity) insurance on your vessel of at least $1 million, with CMS named as an additional named assured.

4. Lien Clause: CMS expressly reserves its rights under Section 6A 7-210 of the General Laws of Rhode Island to auction a vessel if the Owner is in arrears for storage, slip rental, repair, or other charges. In addition, CMS reserves its right under the Federal Maritime Lien Act, 46 United States Code 31301-31343, to have the United States Marshall seize and auction a vessel when the Owner fails to meet his financial obligations. Finally, the Owner also grants CMS a security interest in the vessel under the terms of the Uniform Commercial Code to secure sums due under this agreement. Upon default, this allows CMS to board the vessel and remove any machinery, equipment, or materials CMS provided or installed.

5. Outside Labor Clause: Any outside contractor must meet the same certification, training, and insurance standards that CMS has in place for its own operations to protect you, CMS, the environment, and our other customers. Outside contractors are not allowed at CMS until their credentials have been verified at the CMS Services office located at 20 Narragansett Avenue, Jamestown, RI 02835.

6. Warranty Clause: CMS warrants its work for six months following completion, provided CMS is notified within such period of any defect and the vessel is brought to CMS 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 the yard's limited warranty.

7. Attorney's Fees: Owner shall pay CMS'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.

8. Termination Clause: In the event owner shall breach this agreement, violate any rule or regulation of CMS, or violate any statute, ordinance, regulation, order or decree of any government body, or shall default in the payment of any sum due hereunder, CMS may terminate this agreement upon seven (7) days written notice, and may retain any sums theretofore paid without prejudice to any other right or remedy of CMS, and owner shall, upon request by CMS, remove said yacht and personal effects upon the date set forth in the notice.

9. Marina Rules and Regulations: The CMS Rules and Regulations, appended to this contract and posted throughout the marina, are hereinafter incorporated as additional terms and conditions of this contract.

10. Refund Policy: The following amounts shall be refunded if contract is canceled by owner:
100% BEFORE 2/1, 80% BEFORE 3/1, 40% BEFORE 4/1, 20% BEFORE 4/15.

Thank you for choosing Conanicut Marine Services!

rhode island Clean Marina