

BOAT NAME _____ TYPE _____ LOA _____

BEAM _____ DRAFT _____

DOC. OR STATE REGISTRATION _____

NAME _____

ADDRESS _____

PLEASE FILL IN ALL BLANKS, SIGN YOUR NAME AT THE BOTTOM OF THE SHEET AND RETURN THE WHITE ORIGINAL TO STONE COVE MARINA.

Stone Cove Marina, Inc.

134 Salt Pond Road
Wakefield, Rhode Island 02879
Telephone 783-8990

Due on Sept. 1st — 10% Deposit _____
Due on Nov. 1st — 1/3 dockage less 10% deposit _____
Due on Jan. 30th — 1/3 dockage _____
Due on Mar. 31st — Last third dockage less
storage discount if applicable _____

Total Dockage _____

Boat Slip # & Length _____

IN CASE OF EMERGENCY, PLEASE FILL IN YOUR BUSINESS TELEPHONE AND RESIDENCE TELEPHONE NUMBER IN THE SPACE PROVIDED BELOW:

BUSINESS _____ RESIDENCE _____

TERMS OF AGREEMENT

This Agreement is between the vessel owner who signed below ("OWNER") and Stone Cove Marina, Inc. its officers, employees, agents and assigns (collectively "MARINA"). MARINA will lease dockage at its facility (address above) to OWNER for berthing of OWNER's Vessel (as described above) for a single boating season in consideration of OWNER agreeing to these terms and timely and fully paying for the dockage as well as paying in full any MARINA invoices which are outstanding at the time of signing this agreement.

1. **Boating Season.** The "boating season" runs from May 1 to October 31 of each calendar year. Dockage must be paid in full by March 31 of each boating season year and if full payment is not received by this date or if OWNER violates this Agreement's terms and/or the General Usage Rules, MARINA may cancel this Agreement without notice to OWNER and OWNER shall forfeit all payments made to MARINA.

2. **Reservations.** Nonrefundable deposit of 10% of dockage fee due by September 1 of the year preceding the boating season. If OWNER does not make a dockage deposit or installment when due, this Agreement shall become null and void. Dockage assignments are determined by MARINA according to the specifications of each vessel.

3. **Open Invoices.** OWNER must pay all outstanding MARINA invoices in order to reserve dockage. Any payments received by MARINA will be applied first to OWNER's oldest open invoice(s) before a dockage reservation is made or before a dockage balance is paid and OWNER consents to the same

4. **Timing.** OWNER's Vessel cannot occupy its assigned dockage until MARINA has received (a) full payment of all invoices due to MARINA, (b) full payment for dockage, and (iii) the original of this completed and signed agreement. A vessel occupying a slip with an unpaid balance or without a completed and signed contract may be towed, hauled and/or stored without notice, at OWNER's expense. In such an event, OWNER is responsible for payment of all towage, haulage and/or storage costs and OWNER waives all claims of whatsoever nature arising from MARINA having removed the Vessel (except claims for gross negligence, recklessness and/or deliberate wrongdoing).

5. **Insurance.** By signing this contract, and as an inducement to MARINA for entering this contract, OWNER warrants and certifies that, at a minimum, OWNER's Vessel is fully insured against loss or damage to itself, other vessels located at MARINA and MARINA property and that this insurance will remain current for the duration of this agreement and/or for so long as the Vessel remains at the MARINA.

6. **Cancellation/Refunds.** MARINA may cancel this agreement at any time and without notice to OWNER. Where the cancellation is due to OWNER's breach and/or violation, OWNER forfeits all payments made to MARINA. In the event of a cancellation otherwise whether by OWNER or MARINA, all deposits and payments are nonrefundable unless MARINA can lease the dockage for the full season rate.

7. **Limitation of Liability.** *Read Carefully.* This Agreement is not a bailment and the parties do not intend to create a bailment of the Vessel. MARINA's actions in connection with the Vessel shall never give rise to an express or implied bailment. MARINA shall not be chargeable with knowledge of the contents of OWNER's Vessel. No warranty or representation is made that any of the MARINA's buildings, docks, or storage grounds are theft or fireproof. OWNER assumes all risk of loss and injury to his/her/its Vessel and the contents thereof in connection with dockage, service or storage at MARINA's facility. OWNER waives all claims and causes of action (except claims for gross negligence, recklessness and/or deliberate wrongdoing) against MARINA for any damage, loss, liability, penalty (civil or criminal), judgments and/or liens due to loss, damage, or injury to persons or property whatsoever arising and whether or not caused by the ordinary negligence of the MARINA, its officers, employees or agents, or otherwise including, but not limited to, claims for breach of an implied warranty of workmanlike performance. OWNER waives all damages arising during hauling, launching and/or moving the Vessel as well as damage to keels. OWNER understands and agrees OWNER is solely responsible for protecting Owner's Vessel and its gear, tender(s) and contents. OWNER waives the right to Petition for Exoneration from or Limitation of Liability pursuant to 46 U.S.C. § 30501, et seq. for damages caused by OWNER and/or OWNER's Vessel. This paragraph shall survive any rescission or termination of the Agreement.

8. **Indemnity.** *Read Carefully.* OWNER will indemnify, defend and hold harmless MARINA from and against any and all claims, demands, lawsuits, causes of action, penalties (civil or criminal), judgments and/or liens that may be asserted by any person and/or any entity (private or public) due to loss, damage, or injury to persons or property occasioned by, or arising from, OWNER's actions under this Agreement and/or OWNER's care, protection, possession and/or use of Vessel and/or OWNER's use of MARINA and its dockage under any circumstances. This paragraph shall survive any rescission or termination of the Agreement.

9. **Usage/Subletting.** OWNER will operate the Vessel with due care for the safety of others, other vessels, and property. OWNER is responsible for all actions of OWNER's guests, crew and/or any other persons on the MARINA's premises at OWNER's request. OWNER accepts full financial responsibility for any damages to vessels or property caused by OWNER's actions and/or the actions of OWNER's crew, guests, or any person on the MARINA's facilities at OWNER's request. OWNER cannot sublet, transfer and/or assign Vessel's assigned dockage or permit other vessels to use the assigned dockage at any time. OWNER must notify the Marina when leaving on a trip more than one (1) day in length. MARINA has right to use or lease OWNER's assigned dockage during absence of Owner's Vessel.

10. **Waste Disposal.** OWNER is responsible for emptying OWNER's Vessel's holding tank in a lawful and proper manner. Waste Oil shall be removed from MARINA or delivered in suitable containers properly labeled to MARINA personnel. MARINA may at its discretion refuse to accept waste oil. Household trash shall not be disposed of at MARINA. All containers disposed of in the MARINA's dumpster must be empty.

11. **Pollution.** Dumping or washing of hydrocarbons, anti-freeze, sewage or any other pollutants is prohibited. OWNER agrees to comply with all federal, state and local laws. OWNER agrees to fully indemnify, defend and hold the MARINA harmless from any penalties (civil or criminal), damages, costs,

assessments, administrative fees, and attorneys' fees incurred or threatened to be incurred by MARINA due to the OWNER's failure to comply with regulations or laws. OWNER understands MARINA subscribes to and enforces pollution prevention procedures. This paragraph shall survive any rescission or termination of the Agreement.

12. **Work on Vessel.** All work done by the MARINA must be contracted through the MARINA's main office. Insurance regulations prohibit customers from using work or repair facilities and/or borrowing MARINA equipment and OWNER agrees not to do so and agrees not to allow anyone acting on OWNER's behalf to do so. OWNER may work on Vessel provided proper care is taken not to damage other vessels, equipment, or property.

13. **Outside Contractors.** No outside labor or independent contractor retained and/or hired and/or paid directly by OWNER is allowed to perform any work unless permission is obtained from the MARINA. If permission is obtained from the MARINA, all Outside Contractors must, prior to commencing work, check in with the MARINA's office and fill out and sign the MARINA's forms. Outside Contractors must remove all trash and debris daily from MARINA. Outside Contractors are only allowed on premises during the MARINA's normal business hours. Outside Vendors must sign in and out at the MARINA's office daily. No divers (commercial or recreational) are allowed to dive in or around MARINA's facilities and OWNER may not hire or use divers to clean OWNER's Vessel hull while Vessel is located at the MARINA.

14. **Payment/Liens.** MARINA invoices are due and payable within thirty (30) days of the invoice date. If Vessel will occupy the slip within 30 days of the invoice date, the invoice balance is due before the Vessel occupies the slip. 1.5% per month interest applied to all past due balances. Any objections to MARINA's invoice must be made in writing within 10 business days of the invoice's date or it is waived. Returned checks are assessed a \$30 fee. No vessel services provided until all MARINA's invoices are paid in full. A past due invoice entitles the MARINA to stop work requested by OWNER and/or terminate any agreement with OWNER. Charges arising from service or storage shall in every instance give rise to liens against the Vessel arising under the general maritime law and state law. Such liens shall extend to late charges and expenses incurred by the MARINA in any actions to collect unpaid charges. MARINA may haul and retain possession of the Vessel until receipt of full payment with or without process of law if MARINA deems hauling necessary to secure payment from OWNER and MARINA may obtain possession of Vessel wherever it is located with or without process of law until its invoices are paid in full. OWNER is responsible for payment of all collection costs including reasonable attorney's fees which OWNER agrees shall constitute a lien against the Vessel.

15. **BEWARE—THE VESSEL AND ITS CONTENTS MAY BE SOLD AT PUBLIC AUCTION FOR FAILURE TO PAY STORAGE AND/OR ANY OTHER CHARGES INCURRED HEREUNDER.** OWNER is on notice that, pursuant to R.I. Gen. Laws § 34-46-1, et seq. (2012), this Agreement creates a lien on OWNER's Vessel. MARINA expressly reserves its rights under the General Laws of Rhode Island (including, but not limited to Title 6A (Uniform Commercial Code)) to auction the Vessel if OWNER is in arrears for storage, mooring rental, repair, labor, material or other charges. In addition, MARINA reserves its rights under the Federal Maritime Lien Act, 46 United States Code §§ 31301-31343, to have U.S. Marshal seize and auction Vessel when OWNER fails to meet financial obligations. OWNER also grants MARINA a security interest in the Vessel under the Uniform Commercial Code to secure sums due under this Agreement. Upon default, this security interest allows the MARINA to board the Vessel and remove any gear, machinery, equipment and/or contents MARINA provided or installed. These remedies are in addition to any and all other remedies available to the MARINA.

16. **Pets.** OWNER is responsible for actions or damages caused by their pets. OWNER must clean up after their pets and obey state and local leash laws.

17. **General Usage Rules.** (a) Vessels are only to be secured to floating docks. (b) OWNER shall keep Vessel's dock free of hazards and not impede walkway. (c) OWNER must obtain MARINA's permission to install a dock box or anything on the dock or pilings. (d) All halyards must be tied away from mast. (e) Dinghies must be kept onboard or at OWNER's assigned space at dinghy dock. Dinghies found in other locations will be towed and stored, without notice, at OWNER's expense. (f) All water hoses must have auto shut-off nozzles. (g) No fishing, diving, swimming and/or cooking fires are allowed on any part of docks and/or slips. (h) All fish cleaning must occur before Vessel returns to MARINA. Cleaning of fish at MARINA is prohibited. (i) No open flames or paint burners for any purpose, except for cooking in designated areas. (j) TRANSFER OR PUMPING OF FUEL FROM PORTABLE CONTAINERS TO VESSEL'S FUEL TANK(S) IS PROHIBITED. (k) Noise to be kept at a minimum at all times. (l) No overnight parking of campers and no parking in front of dumpsters. (m) Hanging laundry prohibited. (n) Young children must be accompanied by an adult at all times.

18. **Governing Law.** The general maritime law of the U.S.A. with laws of Rhode Island to supplement as legally permissible. The courts of Rhode Island and federal courts located therein shall have exclusive jurisdiction over all matters arising from this Agreement including, but not limited to, all disputes between the Parties. OWNER submits to personal jurisdiction in Rhode Island and agrees to accept Service of Process and all notices by e-mail at the e-mail address set forth herein.

19. **Miscellaneous.** (i) This is the Parties' entire agreement and it's binding on OWNER and MARINA, their heirs, successors, and assigns. (ii) Failure to enforce any rights shall not waive such rights or any other rights. (iii) This Agreement shall be interpreted as if both parties contributed to its drafting. (iv) If any term is found to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other terms shall remain in full force and effect. (v) MARINA does not guarantee the continuity of electrical service where provided. (vi) All changes to this Agreement must be made by a writing signed by all parties. (vii) Facsimile and scanned signatures are deemed to be original's and this Agreement may be signed in counterpart originals with like effect as if executed in a single original document.

I accept and agree to abide by the terms of the agreement as stated above.

Applicant's Signature(s) _____

Accepted by _____ Date _____