

## CONTRACT FOR WINTER STORAGE

This storage contract is for a period from November 1, 202\_\_ to April 30, 202\_\_

OWNER/LESSEE: \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_  
BOAT NAME: \_\_\_\_\_  
DOC. OR STATE REGISTRATION: \_\_\_\_\_  
LOA (incl. pulpits, dinghy, swim platforms, etc.): \_\_\_\_\_  
BEAM: \_\_\_\_\_ DRAFT: \_\_\_\_\_ BOAT MFG.: \_\_\_\_\_

OWNER AGREES TO FOLLOW ALL ENVIRONMENTAL WORK RULES, work may be done by the Owner provided care is taken to avoid damage to any other boat or equipment. Outside contractors must present proof of liability and workers' compensation coverage before they will be allowed to perform work at Stone Cove Marina.

The Owner agrees to have his/her boat fully insured by a policy of marine insurance which shall include liability coverage in an amount not less than \$300,000.00. Each Owner will be held responsible for damage Owner causes to other boats in the Marina and/or to the structures or facilities located in the Marina. By signing below, the Owner agrees to personally indemnify Stone Cove Marina for monetary damages to which it may be liable for any conduct of Owner, negligent or otherwise, and/or for any so-called Act of God.

Marina assumes no responsibility for the safety of any vessel docked and/or stored in the Marina and will not be liable for fire, theft or damage to said vessel, its equipment, or any property in or on said vessel, however arising and excepting those instances where it is alleged the Marina acted intentionally or was grossly negligent.

All charges including storage are due and payable in full within 30 calendar days. A finance charge computed by a periodic rate of 1.5% per month, which is an annual percentage rate of 18%, is applied to all outstanding balances shown on the monthly statement. No boat will be launched if there exists an unpaid balance for storage, or dockage, repairs or any other services.

The Owner agrees that a boat stored at Stone Cove Marina in excess of one year without the execution of a new storage contract shall be considered abandoned property and Stone Cove Marina, upon written notice to the address on the last contract, may remove said boat and dispose of it as it sees fit without liability whatsoever and Owner waives any claims arising therefrom. The cost of removal of abandoned boats shall be the responsibility of the Owner.

**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 Contract 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 Contract. 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.**

In the event it becomes necessary for Stone Cove Marina to expend any sums of money for collection, or for court costs or attorneys' fees, the Owner of the vessel shall pay for all such costs.

One week free dockage following launching and/or commissioning will be allowed on boats launched in spring. Visitor dockage rates will be charged after that date without further notice to Owner.

Stone Cove Marina will not be responsible for damage incurred due to the lack of an automatic bilge pump.

OWNER HEREBY CERTIFIES THAT THIS CONTRACT HAS BEEN READ AND UNDERSTOOD AND THE TERMS AND CONDITIONS SET FORTH HEREIN ARE FULLY ACCEPTABLE. THE UNDERSIGNED INDIVIDUAL, IF DIFFERENT FROM OWNER, HEREBY WARRANTS THAT HE/SHE IS DULY AUTHORIZED TO EXECUTE THIS CONTRACT ON BEHALF OF OWNER.

\_\_\_\_\_  
Owner/Lessee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stone Cove Marina, Inc.

\_\_\_\_\_  
Date