



**EAST GREENWICH
M A R I N A**

2021

SUMMER DOCKAGE AGREEMENT

OWNER'S NAME _____

ADDRESS _____

HOME PHONE _____

CELL PHONE _____

EMAIL ADDRESS _____

VESSEL NAME _____

VESSEL MAKE/MODEL/YEAR _____

VESSEL LENGTH (LOA)/DRAFT/BEAM _____

VESSEL REGISTRATION _____

VESSEL INSURANCE CO./POLICY#/EXP. DATE _____

HULL ID _____

ELECTRICAL REQUIREMENT: SINGLE 30 AMP DUAL 30 AMP SINGLE 50 AMP DUAL 50 AMP

A DOCK

- \$135 Per Foot

B DOCK

- \$135 Per Foot

C DOCK

- \$120 Per Foot

SLIPS 10-14

- \$135 Per Foot

D DOCK

- \$135 Per Foot

D DOCK 8-9, 11-12

- \$140 Per Foot

D DOCK 10

- \$145 Per Foot

E DOCK

- \$135 Per Foot

MOORINGS

- \$65 Per Foot

ELECTRICITY RATES

- \$350 per season Single 30 amp
- \$500 per season Dual 30 amp
- \$500 per season Single 50 amp
- \$1000 per season Dual 50 amp

TRANSIENT

- \$1.00 per foot during the day
- \$3.00 per foot overnight
- Electricity:
- \$10 per 30 amp hookup
- \$20 per 50 amp hookup

Summer dockage contracts will only be accepted when accompanied by 25% deposit and a signed contract agreement, due by 10/15/20
There are NO exceptions. (Initial) _____

Payment Enclosed: Cash Check Credit Card Amount: _____

Initial here _____ to have credit card automatically charged on payment schedule dates.

Card No. _____ Exp. Date: _____

Visa Mastercard Discover AMEX Security Code (Required): _____

on back of credit card

Payment Due Dates
2/1/21
4/1/21
6/1/21

**A 3.5% processing fee for credit cards will be added to the total amount.*

I have read and understand contract _____

Signature

Date

Summer slips are not automatically reserved from the previous year. Slips are rented on a first come basis, subject to availability and payment. 2021 Summer **Contracts** will be due on **October 15th, 2020**. On **October 15th, 2020** a **25% deposit** is due for the 2021 Summer Season and the summer season is from April 1st – November 1st. Electrical rates will be flat rated - \$350 per seasonal 30amp, \$500 per seasonal Dual 30amp and \$500 per seasonal 50amp.

- A. East Greenwich Marina, LLC, hereinafter referred to as Marina, reserves the right to haul any vessel for non-payment of account at the owner's expense. All claims for the adjustment on any billings must be rendered within five (5) days of receipt of bill, after which time, no adjustments will be made. It is further understood that a maritime lien against the vessel itself will secure any obligation to Marina. A service charge of 1½% per month will be added for all overdue accounts. The owner warrants and agrees that the contractual benefits, and all matters covered by this agreement, are such as will in every instance give rise to a maritime lien against the vessel, in addition to any direct claim against the owner or those in privity with him or the vessel which may exist in accordance with the procedures set forth in Title 43, Chapter 35 of the General Laws of RI, 1956 as amended, or in accordance with the procedures set forth in Title 6A, Chapter 9, of the RIGL, 1956, as amended.
- B. Marina reserves the right to rent slips to transient boaters when not occupied by regular tenant. This contract is only for the above reference vessel and cannot be reassigned or sublet. Please advise the marina of your departure and return date to avoid any inconvenience to you upon your return.
- C. Boarding steps and dock boxes must be approved by Marina as to size and placement. Boxes or other items **CAN NOT BE NAILED, SCREWED, OR FASTENED TO THE DOCKS**. Storage of dinghies on docks IS NOT ALLOWED. Dinghies, if not stored aboard, must be secured in such a way as NOT to extend beyond the slip to avoid interference with free passage of other boats. Unless specifically described this contract does not include any tender dinghy, or rowboat of any size. Satellite dishes are not allowed on the docks.
- D. Those planning to live aboard their boats for a period of more than one (1) week or seven (7) consecutive days, must make arrangements with Marina and will be charged an additional fee.
- E. All sailboats must have halyards tied, if not, it will be done by Marina personnel and will be charged an additional fee.
- F. With exception to winter storage renters, all water and electricity services will be terminated by November 1st, 2021, in preparation for winter. Any boat in the water after November 1st, 2021 will be charged transient dockage rates at \$3 per foot plus \$10 electric per calendar day OR automatically be hauled at the owner's expense.
- G. As a courtesy to your fellow boaters, Marina requests that voices, stereos, etc. be kept at a reasonable level. Boaters must notify Marina of any change of address and telephone numbers. Marina must be notified immediately of any changes of boat size, length, name, make or ownership.
- H. The owner of said vessel covenants and warrants that the vessel is fully insured for all loss or damage while stores at Marina. Marina and/or its employees/assignees shall not be responsible for vandalism, fire, storm, theft, act of God or any other cause beyond our control. Marina further warrants that the vessel is maintained in a safe way and seaworthy condition at all times. If the

vessel is determined to be unsafe or an environmental hazard, Marina, at its discretion, may haul the vessel at the owner's expense.

- I. It is understood that the services included in this contract do not include any specific watchman, police guard, or security services. The owners agrees that the Marina shall not be responsible/liable for losses due to theft, fire or any other cause beyond our control.
- J. There are absolutely no refunds and should water/electrical service be interrupted for any reason, there will be no refunds or pro-rated refunds to compensate boat owners.
- K. Electrical service will be charged at a flat rate. Payment will be due to Marina upon execution of agreement. Marina reserves the right to discontinue electrical service for non-payment.
- L. The owner and the Marina agree to stipulate that if the vessel leaves the Marina facilities, with or without Marina's consent, prior to full payment of all amounts currently due, Marina shall not lose any of its rights to payment, to any liens under state and federal (including federal maritime) laws against the vessel, etc., or to regain possession (with or without process of law) of the vessel, and to hold it again and thereafter until paid in full. No release of possession of the vessel by Marina shall be construed as, or operate to create, a waiver surrender of any rights or remedies hereunder by Marina. The owner further covenants and agrees that a service charge shall be payable on any and all unpaid balances due from the time hereunder, at a rate of 1½% per month on all outstanding balances, commencing from the 15th day after the date of invoice or statement rendered. Such service charge shall be protected and secured by said liens. The owner further agrees that in the event that the Marina shall take action to collect any balances due hereunder, included suits to enforce liens against the vessel, a reasonable attorney's fee and related expenses of said attorney shall be added to Marina's damages, in addition to balances due to account principle and service charges, regardless of any lawsuit is actually filed by said attorney.
- M. Marina reserves the right not to renew this contract, and the right to refuse to approve or permit the assignment of this contract by the owner or other person, or the right to refuse assignment of this contract to any other vessel other than the above vessel. Any change in the vessel must be approved by marina. Marina shall have the right to terminate this contract for cause, upon reasonable notice in writing to the owner.
- N. Boat owners and guests must abide by Marina's parking policy at all times. Policy to be submitted with parking passes (2). Overnight parking at the owner's risk.
- O. Marina facilities shall not be used for solicitation, advertising or any other business purposes, either from the vessel or from ashore, except by Marina or its permittees. The owner may place a small "for sale" sign on the vessel for the purpose of selling said vessel after receiving permission from Marina. It is understood and agreed that Marina shall charge a fee to outside yacht brokers, payable in advance, for the service of Marina, in order to show vessel.
- P. HURRICANE- Marina shall not be liable for loss, damage, third party damage or loss to property or person in the event of acts of God, storms, flood, and high winds, gales of hurricane. Marina reserves the right to mandate boat owners to vacate their slips in the event of a severe hurricane or storm. If vessel does not vacate, Marina at its discretion, may haul the vessel at owner's expense.

- Q. The person who has signed the contract as the owner, hereby warrants and represents that he in fact in law the true owner of the vessel and that he has full power and right to enter into this contract for himself and for the vessel, and that there are no restriction of any kind upon him or the vessel which limit or restrict his right and power to bind himself and vessel to each and every term and condition in this contract.
- R. Marina hereby claims all rights and privileges afforded by Federal Maritime Lien Act, 46 US Code Sec 971-975 for providing supplies to any vessel, foreign, or domestic, upon the order of the owner of such vessel, or of a person authorized by the owner. Marina shall have a maritime lien in the vessel for the value of supplies provided which may be enforced by suit "in rem" against vessel.
- S. No open cookers, flames, flammable remover or paint burners will be used at any time, for any purpose on the docks, boats or around the marina/restaurant facility.
- T. No padding, hose, rug or other material shall be attached to the tops or sides of the slips; only materials authorized by Marina in writing shall be used. All other material attached to the slips will be removed. Boat owners shall make no material change in slip.
- U. Marina reserves the right to reassign dock slip assignments as the need may arise. Summer dockage contract does not guarantee any particular slip assignment. After assignment though, every effort will be made to avoid changes.
- V. No trailers, cradles or canvasses will be stored on the Marina/restaurant property, including all parking lots.
- W. Outside fueling of vessels at marina must be done with permission of the Marina. Overboard discharge of heads and holding tanks is prohibited and will be sanctioned according to State and Federal Laws.
- X. Pets are allowed at the sole discretion of Marina. All pets must be leashed at all times and must ALWAYS be accompanied by their owner. Any pets left unattended will be turned over to the local animal control authorities. Marina is not responsible for nor assumes any liability for the actions of any pets.
- Y. Vessel LOA is measured including swim platforms and bow pulpits.
- Z. There will be no fishing or cleaning of fish on the docks or Marina property.

- AA. All invoices are due upon receipt.
- BB. This contract authorizes East Greenwich Marina, LLC to remove/haul/recover a vessel at any time when such vessel poses a threat or danger to Marina, its property or its clients. It also authorizes Marina to remove/haul/recover/lockdown a vessel, at owner's expense for late/non-payment.
- CC. Marina shall be indemnified and held harmless for any loss incurred by the owner of a vessel for damages sustained to said vessel either through their own operation of said vessel or for damage incurred by the operation of another vessel. Any attorney fees incurred by the Marina defending a claim due to negligent operation of a vessel by an owner shall be paid solely by said owner hereby agrees to fully indemnify by Marina by any and all loss sustained.

DD. Marina shall be indemnified and held harmless for any loss incurred by the Owner of a vessel for personal injuries sustained either by themselves, family members and/or guests through their own operation of said vessel or by the operation of another vessel, any attorney fees incurred by Marina defending a claim due to negligent operation of a vessel by an owner shall be paid solely by said owner hereby agrees to fully Indemnify Marina for any and all loss sustained.

EE. The Manufacture, dispensation, distribution, possession, sale or use of illegal drugs or any controlled substances is strictly prohibited. Also the illegal possessions or use of a weapon is also strictly prohibited. Any activity that violates any Federal, State, or local law or ordinance is prohibited as well. Should the Marina have a reasonable cause to suspect any violation it shall inform the appropriate authorities.

Date Signed: _____

Owner's Signature: _____

Print Name: _____

East Greenwich Marina, LLC

Authorized Signature: _____

Return completed application:

East Greenwich Marina

45 Water Street

Suite 2

East Greenwich, RI 02818

Or

ContactEgMarina@gmail.com

Contact Information:

EastGreenwichMarina.com

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