

Fairwinds Marina, LLC
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For Office Use Only

2022-2023 In Water Winter Storage Contract

VESSEL NAME _____ REG. or DOC.# _____
 OWNER'S NAME _____
 STREET ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____
 EMAIL ADDRESS _____ CELL PHONE _____
 VESSEL MAKE/YEAR _____ POWER SAIL
 VESSEL L.O.A _____ BEAM _____ DRAFT _____
Fairwinds Marina strongly recommends the use
 VESSEL INSURER _____ AGENT _____ POLICY # _____ EXP. DATE _____

◆◆◆◆ PLEASE RETURN COMPLETED CONTRACT BY SEPTEMBER 30, 2022. ◆◆◆◆

IN WATER WINTER STORAGE DATES: NOVEMBER 1, 2022 – APRIL 30, 2023

Boats up to 40'	\$1095
Boats 40'-50'	\$1295

LATE DEPARTURE FEES: Following a one week grace period, any boat remaining on Fairwinds property beyond the listed storage dates will be assessed a fee of \$3 x LOA at the end of each subsequent week. In cases of non-payment, or any other contract violation, Fairwinds reserves the right to terminate this agreement at any time with seven days' written notice.

CHOOSE PAYMENT PLAN BELOW. ALL PAYMENTS ARE NON-REFUNDABLE

 PAYMENT IN FULL
 PAYMENT PLAN: 4 Equal payments over 4 months. One payment due at signing, remaining payments to be made on 12/1/22, 1/2/23, and 2/1/23. There is a 2% fee for the payment plan.

Applications for a Winter Storage Contract ("Contract") will be accepted only when the following requirements are met:

1. Contract must be filled out, signed and returned with payment to "Fairwinds Marina". Price subject to change at any time.
2. The non-refundable payment(s) are made as stated above.
3. Fairwinds has received full payment of all outstanding invoices due from Owner.
4. The valid credit card information and authorization is completed and signed: even if you pay by check.
5. Fairwinds reserves the right to measure and adjust all billings should be actual LOA exceed the LOA specified above.
6. Owner expressly authorizes Fairwinds to automatically charge the Owner's credit card for any invoices.
7. Proof and Certificate of Insurance must be provided to Fairwinds Marina.

PAYMENT AND CREDIT CARD AUTHORIZATION	
PAYMENT AMOUNT \$ _____ OWNER'S SIGNATURE _____ <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE MY CREDIT CARD	Credit card billing address if different than above: Street address _____ Zip Code _____ CARD # _____

CREDIT CARD TYPE: <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD Please make checks payable to Fairwinds Marina, LLC	EXP. DATE _____ 3 DIGIT CODE _____
I have read and agree to the terms and conditions and rules and regulations as set forth on this page and on the reverse side of this Contract.	
OWNER:	Fairwinds Marina, LLC:
BY: OWNER'S SIGNATURE _____ DATE _____	BY: AUTHORIZED SIGNATURE _____ DATE _____

TERMS AND CONDITIONS; RULES AND REGULATIONS (Winter)

The term "We" or "FM" shall refer to Fairwinds Marina, LLC ("FM") and its facilities. The term "Owner" or "You" shall refer to the lawful Owner of the Vessel, or the person acting as the authorized agent for the Owner of the Vessel named on this Contract. The term "Vessel" shall include any outboard engine, equipment, appurtenances, etc. of the Vessel named on this Contract. In addition to the pages of printed text, if the parties have made any additional agreements or modifications to the basic Contract text, the terms, conditions and/or modifications, if any, appear in writing on addendum pages, signed by both parties. Only Joe McGrady and Scott Curtin can sign or authorize anything on behalf of FM.

- The person who has signed the Contract as Owner hereby warrants and represents by his signature on this Contract that (a) he authorizes FM to perform the services indicated in this Contract for the benefit of the Owner and the Vessel; (b) he is in fact and 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 (c) that there are no restrictions of any kind upon him or the Vessel which limit or restrict his right and power to bond himself and the Vessel to each and every term and condition of this Contract. Under no circumstances shall Owner sublet, transfer or assign this Contract or Owner's rights hereunder; (d) he requests permission to store or dock his vessel at FM for the period of time described on this Contract for the benefit of the Owner and the Vessel.
- IT IS AGREED THAT ALL MONIES PAID HEREUNDER ARE NONREFUNDABLE. There are absolutely no refunds on deposits and should service be interrupted for any reason there will be no refunds or pro-rated refunds to compensate the Owner. Invoices will be mailed at least monthly and are due when rendered. No invoice will be sent if payment is due under a payment plan. A service charge of 1 1/2% per month (18% annually) will be added to balances thirty (30) days past due commencing from the 15th day after the date of the invoice. All invoices must be paid in full prior to hauling or launching. Claims for adjustments on any invoice must be rendered within 15 days of receipt of invoice, after which time no adjustment will be made. If payments are not made on time, Contract will immediately revert to "Due in Full" with any previous applicable rate courtesies revoked. FM may (without notice) haul any boat delinquent in payment past 30 days and will assess the Owner any hauling, collecting or attorney's fees accrued therein. **BEWARE: THE VESSEL AND ITS CONTENTS MAY BE SOLD AT PUBLIC AUCTION FOR FAILURE TO PAY DOCK/STORAGE/SERVICE FEES. OWNER AGREES THAT FM IS ALLOWED TO, AND HAS THE AUTHORITY TO AUTOMATICALLY CHARGE OWNER'S CREDIT CARD FOR ANY INVOICE.**
- Charges. Except as otherwise specified herein, FM shall charge Owner at FM's usual and customary time and material rates. The parties agree that if a price is quoted on the reverse side or is quoted for other/further work, such quote shall be considered an estimate only, all work is done on a time and material charge.
- Attorney's Fees: Owner shall pay FM's reasonable attorney's fees costs incurred in any dispute or legal proceeding arising from this Contract or FM's work on the Vessel, now or in the future, whether under this Contract, subsequent oral or written agreement, or otherwise.
- Further Work. All terms and conditions of this Contract shall be applicable to any further work done or services provided for the Vessel now or in the future, whether under this Contract, or subsequent oral or written agreement or otherwise.
- Service Contract. This Contract is primarily a service contract for repair of the Vessel and any materials furnished by FM are incidental to the performance of such repair.
- Security Interest. In addition to those liens arising under state or federal law, Owner grants FM a security interest in the vessel, its engines, equipment, furnishings and other appurtenances to secure sums due under this Contract including costs and attorneys' fees. This Contract shall serve both as a Security Agreement and Financing Statement. In accordance with the lien granted, Owner further extends to FM a license to board the vessel, upon Owner's default and remove any machinery, equipment, or materials FM provided or installed. This license shall be deemed coupled with an interest and so may not be revoked.
- Unless otherwise specified, calculate all per foot rates times the Vessel's length over all ("LOA"). LOA means tip-to-tip of vessel, includes pulpits, davits, bowsprits, boomkins, swim platforms and all non-removable appendages. All vessel lengths will be rounded to the next highest foot.
- Contracts received and accepted after October 31 may be charged a premium over the above fees.
- At any time a Vessel is located on, at, or near, or in any way at a location affecting FM's property, FM shall have the sole authority to dock, store and/or maneuver the Vessel or direct Owner to maneuver the Vessel, as FM deems appropriate, in its sole discretion.
- If any term or provision of this Contract shall to any extent or for any reason be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Contract, but the remainder of this Contract and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law, subject to such modification hereof as may be necessitated by such invalidity.
- Exculpatory Clause. This Contract does not constitute a bailment. Owner understands that this Contract does not include any watchman, police, guard or security services. Owner agrees to indemnify and hold harmless FM, 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 Contract 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 FM, its officers, employees or agents or otherwise.
- FM shall not be liable for any loss, damage, third party damage or loss to property or person in the event of acts of God, storms, floods, high winds, gales or hurricanes. It is the owner's responsibility to arrange for emergency services or to remove the Vessel from FM in such an event. FM assumes no obligation to perform any emergency services whatsoever. Notwithstanding the foregoing, in the event of an emergency and the Vessel is not removed, the Owner authorizes FM to take reasonable and appropriate actions, at the Owner's sole risk and expense to abate, mitigate and otherwise deal with the apparent danger and to protect the public and private property and vessels at FM. The Owner agrees to be bound by FM's actions and to be fully and solely responsible for all expenses and pay same when invoiced. Notwithstanding the foregoing, nothing herein shall be construed to create any duty, obligation or responsibility to act on the part of FM; and nothing shall be construed to create any liability on the part of FM for failing to act in such circumstances; and nothing herein shall be construed to create any exception or waiver of the general conditions, restrictions, waivers, exonerations, etc. set forth herein in favor of FM.
- Insurance Clause: Because FM 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 \$1,000,000.00, with FM named as an additional named insured.
- It is agreed that vessels which hold over after the end of the Contract or not launched on time are an undesired burden for FM. Vessels not stored with FM must be removed from FM by the agreed upon date above, otherwise the Owner will be subject to a charge of (\$3 x LOA) for every week after contract expiration that the Vessel is not removed. FM reserves the right to haul any boat left on its mooring after November 1 for land storage at the Owner's expense at FM's stated winter storage fee plus a 20% service/late charge. Owner acknowledges that if his Vessel is at FM and is not ready to be launched on Owner's requested launch date, the Owner will be charged additional land storage and/or moving and re-standing/re-blocking fees if the Vessel must be moved and/or stored.
- Those planning to live aboard their vessel must decide with FM and will be charged an additional fee.
- Outside Labor: No outside labor or independent contractor's work is allowed at FM without the prior written consent of FM and the Owner and contractor expressly acknowledge that they will review, comply with and accept the FM Subcontractor Policy before starting any work. The Subcontractor Policy is available in the FM office or on the FM web site.
- Owner acknowledges that FM makes no representation regarding the adequacy of water levels for egress and ingress. FM is not responsible for damages resulting, directly or indirectly, from low water levels.
- At any time a Vessel is located on, at, or near, or in any way at a location affecting FM's property, FM shall have the sole authority to dock, store and/or maneuver the Vessel or direct Owner to maneuver the Vessel, as FM deems appropriate, in its sole discretion.
- The Owner agrees that a vessel stored at FM more than 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 FM to the Owner (to address on last contract). FM will then seek disposal of the vessel to satisfy the mechanic's lien granted and acknowledged by signature of this Contract.
- Owners should not plan to be present for hauling or launching since this work will be done at FM's convenience per 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. FM will, however, attempt to stay as close as possible to the requested dates. In the event the Owner does not have the Vessel ready to launch or haul on the Owner's requested launch date, the Owner must notify the FM office via email at least 2 days prior or the vessel will be launched or hauled as scheduled.
- The Owner shall be fully responsible for the water tightness of his boat upon launching and thereafter. Any pumping or checking by FM, or use of our pumps, will be charged on a time and material basis.
- FM should have access to the inside of your vessel for hauling and launching. If we do not have either a key or combination, FM may cut the lock and install a new one at the Owner's expense.
- FM facilities shall not be used for solicitation, advertising or any other business purposes, from the vessel or from ashore, except by FM or those authorized by FM. It is understood and agreed that FM shall charge a fee to outside yacht brokers, payable in advance, for the service of FM to show a vessel. No signs are permitted at FM without the prior written permission of FM.
- FM will charge a minimum tow charge of \$100 to move Vessel to an assigned dock if it is found at an unauthorized location. FM reserves the right to charge Owner for daily dockage.

26. Owner shall conduct him/herself and/or ensure that Owner's guests, crew, agents, servants, and/or employees conduct themselves, in a courteous and polite manner, and Owner and/or Owner's guests, crew, agents, servants, and/or employees shall not under any circumstances overuse and/or abuse FM's employees, services and/or equipment.
27. Overboard discharge of heads or holding tanks within the FM area and in Rhode Island waters is strictly illegal. Owner agrees to assume responsibility for all oil spills and environmental problems related to his Vessel and the actions by Owner, his crew, his guests, agents or employees. The responsibility may include legal actions, fines imposed by government agencies and related cleanup costs. Do not dispose of old any hazardous materials like oil or batteries at FM or its dumpsters. Anyone violation of the foregoing shall be subject to immediate implementation of #29 below.
28. The FM Rules and Regulations posted in the office and on the web site are hereinafter incorporated as additional terms and conditions of this Contract. FM shall not be liable to Owner or any other person for violation of the same by any other Vessel owner or individual on FM property. Any violation of the rules and regulations will be subject to # 32 below.
29. LOA means tip to tip of vessel, including pulpits, davits, bowsprits, boomkins, swim platforms and all non-removable appendages. LOA will be rounded to next highest foot.
30. Children 12 and under years old must wear life jackets when on the docks. Fishing, diving or swimming is not permitted on or around any docks. No grilling fires or open flames of any kind are permitted within the marina unless at the place designated for such use. Absolutely no grilling is allowed on docks. Adults must accompany children always.
31. Pets are allowed at the sole discretion of FM. FM is not responsible for nor assumes any liability for the actions of your pets. Pets must be on a leash always and may never be tied to docks, pilings, piers, wharfs, fences or your vessel. Owners must clean up after their pets. Violators will receive notice of any violations. After 2 violations, the pet will no longer be allowed at FM and # 33 below will apply.
32. **TERMINATION CLAUSE:** In the event Owner shall breach this Contract, violate any rule or regulation of FM, or violate any statute, ordinance, regulation, order or decree of any government body, or shall default in the payment of any sum due hereunder, FM may terminate this Contract upon seven (7) days written notice, and may retain any sums therefore paid without prejudice to any other right or remedy of FM, and Owner shall, upon request by FM, remove said vessel and personal effects upon the date set forth in the notice.
33. If any term or provision of this Contract shall to any extent or for any reason be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Contract, but the remainder of this Contract and each term and provision of this Contract shall be valid and enforceable fully permitted by law, subject to such modification hereof as may be necessitated by such invalidity.
34. The fact that any vessel is determined to be unsafe or unseaworthy shall be sufficient cause for cancellation of lease.
35. The marina has the right to disconnect water of electrical lines from any boat at any time.
36. Tenders, dinghies, sailboards and skiffs shall be stored onboard vessels, or in the shore space provided or within the confines of the slip and shall in any event be kept off the docks. Their identification marks or names are required to be recorded with the lessor. Any such item stored in violation of this rule may be removed at the lessee's expense.
37. Lessee's and their guests shall use discretion in operating engines, generators, radios and televisions, as not to create a nuisance or disturbance.
38. Lessee's may work on their own vessel during reasonable hours provided that such work does not unreasonably disturb the quiet enjoyment of others.
39. No pressure washing or sanding of hulls on the property. No hazardous waste in the dumpster!