

**Fairwinds Marina, LLC**  
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**2023 SUMMER SLIP RENTAL 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 \_\_\_\_\_ VESSEL INSURER \_\_\_\_\_ POLICY# \_\_\_\_\_ EXP. DATE \_\_\_\_\_

**PLEASE RETURN COMPLETED CONTRACT BY December 31, 2022 TO RESERVE YOUR SLIP FOR 2023.**

<b>DOCK FEE CALCULATION</b>		<b>DOCK RENTAL DATES: May 1, 2023 – October 31, 2023</b>	
<b>X Please Check All That Apply</b>			
<input type="checkbox"/>	B Dock South B1-B6	Vessel LOA _____ X \$93.00/ft	
<input type="checkbox"/>	B Dock North B7-B12	Vessel LOA _____ X \$108.00/ft 33' Min	
<input type="checkbox"/>	B Dock North B13-B17	Vessel LOA _____ X \$98.00/ft 31' Min	
<input type="checkbox"/>	C Dock North	Vessel LOA _____ X \$93.00/ft 20' Min	
<input type="checkbox"/>	C Dock South C6-C13	Vessel LOA _____ X \$108.00/ft 40' Min	
<input type="checkbox"/>	C Dock South C1-C5	Vessel LOA _____ X \$98.00/ft 30' Min	
<input type="checkbox"/>	<b>DE</b> Dock	Vessel LOA _____ X \$98.00/ft 23' Min	
<input type="checkbox"/>	E Dock North/South	Vessel LOA _____ X \$98.00/ft 27' Min	
<input type="checkbox"/>	E Dock West Inside	Vessel LOA _____ X \$99.00/ft 27' Min	

E Dock East Outside	Vessel LOA _____ X \$110.00/ft 40' Min	
C Dock End T	Vessel LOA _____ X \$115.00/ft 50' Min	
D Dock End T	Vessel LOA _____ X \$115.00/ft 50' Min	
In Water Dinghy	\$250 for season. Sticker required.	
2% Payment plan fee		
<b>TOTAL FEE</b>		<b>\$</b>

<b>CHOOSE PAYMENT PLAN BELOW. ALL PAYMENTS ARE NON-REFUNDABLE ELECTRIC BILLED SEPARATELY</b>
<p>_____ <b>PAYMENT IN FULL.</b></p> <p>_____ <b>PAYMENT PLAN:</b> Four payments of 25% each. There is a 2% fee for this plan. FM is authorized to automatically charge my credit card on the due dates for the appropriate amount due. The payments are due on the 1<sup>st</sup> of the month.</p> <p>1/1/23 _____ 2/1/23. _____ 3/1/23. _____ 4/1/23. _____</p>

**Applications for a Summer Dock Rental Contract ("Contract") will be accepted only when the following requirements are met:**

1. Customers must have a Fairwinds **MARINAGO** account set up with valid payment information.
2. Contract must be filled out, electronically signed and returned with correct payment. Price subject to change at any time.
3. All payments are non refundable.
4. Fairwinds has received full payment of all outstanding invoices due from Owner.
5. The valid credit card information and **MARINAGO** account is completed and signed: even if you pay by check or cash.
6. Fairwinds reserves the right to measure and adjust all billings should be actual LOA exceed the LOA specified above.
7. Owner expressly authorizes Fairwinds to automatically charge the Owner's credit card for any invoices.
8. Proof and Certificate of Insurance must be provided to Fairwinds Marina.

<b>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.</b>	
OWNER:	Fairwinds Marina, LLC:
DATE:	DATE:

**TERMS AND CONDITIONS; RULES AND REGULATIONS**

The term "We" or "FM" shall refer to Fairwinds Marina, LLC 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 in this Contract. We may assign and/or transfer 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.

1. The person who has signed the Contract as Owner hereby warrants and represents by their signature on this Contract that (a) owner requests permission to store or dock their Vessel at FM for the period of time described on this Contract for the benefit of the Owner and the Vessel; (b) they are in fact and in law the true Owner of the Vessel, and that they have full power and right to enter into this Contract for themselves and for the Vessel; and (c) that there are no restrictions of any kind upon themselves or the Vessel which limit or restrict their right and power to bond themselves 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.

2. 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 their 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

3. 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.

4. 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.

5. 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.

6. 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.

7. Further Work. All terms and conditions of this Contract shall be applicable to any future work done or services provided for the Owner or Vessel now or in the future, whether under this Contract, or sub sequential oral or written agreement of otherwise.

8. 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 October 31, 2023, otherwise the Owner will be subject to a \$50 per day charge for every day after October 31 that the Vessel is not removed. FM reserves the right to haul any boat left on its' slip after October 31 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.

9. No liveaboard customers allowed. In certain circumstances, FM may approve. .

10. 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 emailed at least monthly and are due when rendered. A service charge of 1 ½% per month (18% annually) will be added to balances thirty (30) days past due commencing from the 15<sup>th</sup> 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.

11. 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 website. Proof of insurance is required.

12. 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.

13. 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.

14. 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.

15. FM reserves the right, in its sole discretion, to relocate and/or reassign dock assignments as the need may arise. This Contract does not guarantee any dock assignment.

16. FM reserves the right to rent dock space to transient boaters when not occupied by the Owner's Vessel. Owner agrees to notify FM of his departure and return dates so that the dock can be used for this purpose and to avoid any inconvenience to the Owner upon his return. This Contract is only for the above referenced Owner and Vessel and cannot be reassigned or sublet.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. Owner shall conduct himself/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.

23. 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, their crew, guests, agents or employees. The responsibility may include legal actions, fines imposed by government agencies and related cleanup costs. Do not dispose of 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.

24. The FM Rules and Regulations posted in the office and on the website, 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 # 29 below.

25. 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.

26. 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.

27. 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 # 29 below will apply.

28. 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.

29. 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.

30. Vessels and equipment shall be secured in such a way as to prevent overhang onto the docks or protrusion into the fairway.

31. The fact that any vessel is determined to be unsafe or unseaworthy shall be sufficient cause for cancellation of lease.

32. The marina has the right to disconnect water of electrical lines from any boat at any time.

33. 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.

34. Lessee's and their guests shall use discretion in operating engines, generators, radios and televisions, as not to create a nuisance or disturbance.

35. Swimming, diving or fishing shall not be permitted from the docks or finger piers. Running on the docks or finger piers shall not be permitted. Shoes shall be worn at all times.

36. When entering or leaving the marina, vessels must be under power not sail.

37. No additional modifications or alterations shall be made to the docks or finger piers or to the electric, telephone or water supply systems furnished by the lessor without prior written approval. Lessee shall not place supplies, materials, accessories or debris on the docks or finger piers and shall not construct thereon any lockers, chest, steps, cabinets or similar structures, except with prior written approval of the lessor.

38. No slip will be used for the primary purpose of repairing, commissioning or other types of maintenance work on vessels for business.

39. Lessee's may work on their own vessel during reasonable hours provided that such work does not unreasonably disturb the quiet enjoyment of others.

40. No pressure washing or sanding of hulls on the property without FM approval.. No hazardous waste in the dumpster!