



Fairwinds Marina, LLC
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2024-2025 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 _____ O POWER O SAIL

VESSEL L.O.A _____ BEAM _____ DRAFT _____

VESSEL INSURER _____ AGENT _____ POLICY # _____ EXP. DATE _____

□□□□ PLEASE RETURN COMPLETED CONTRACT BY SEPTEMBER 15, 2024. □□□□

IN WATER WINTER STORAGE DATES: NOVEMBER 1, 2024 – APRIL 30, 2025

Boats up to 28'	\$1,195
Boats 29'+	\$42.75/ft
Catamaran fee (wide beam slip)	\$250
Electric billed separately during winter season	

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 11/1/24, 12/1/24, and 1/2/25. There is a **3% fee** for the payment plan. Boats will not be permitted to leave the marina until all payments have been made.

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

13. 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.

14. 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.

15. 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.

16. Those planning to live aboard their vessel must decide with FM and will be charged an additional fee.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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!