

DUTCH HARBOR LLC
252 Narragansett Avenue, Jamestown, RI 02835
Tel 401-423-0630 Fax 401-423-3834
info@dutchharborboatyard.com

For Office Use Only

2009 SUMMER MOORING RENTAL CONTRACT

VESSEL NAME _____ REG. or DOC.# _____

OWNER'S NAME _____

MAILING ADDRESS _____

EMAIL ADDRESS _____ FAX # _____

HOME PHONE _____ CELL PHONE _____ BUS. PHONE _____

VESSEL MAKE/YEAR _____ ☐ POWER ☐ SAIL: ☐ FULL KEEL ☐ FIN KEEL ☐ WING KEEL ☐ KEEL/CB

VESSEL L.O.A. _____ BEAM _____ DRAFT _____ LOCK: ☐ KEY/ LOCATION _____ ☐ Combination _____
Dutch Harbor Boat Yard strongly recommends the use of combination locks

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

DINGHY L.O.A. _____ (11' Max.) DINGHY MANUFACTURER _____

The vessel or owner's name must be on the dinghy for identification. REG # _____ COLOR _____

DINGHY TYPE: ☐ HARD ☐ INFLATABLE ☐ HARD BOTTOM INFLATABLE

OUTBOARD MANUFACTURER, HORSEPOWER, COLOR _____

Mooring bridles & any bridle flotation/mast buoys are to be supplied by Vessel Owner.

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

1. Contract and forms must be completely filled out, signed and returned.
2. All payments under this Contract are non-refundable.
3. Dutch Harbor LLC ("DH") has received full payment of all outstanding bills.
4. No Contract will be accepted without credit card information and authorization and proof of insurance.
5. The Jamestown Permit Fee quoted below is based upon the 2008 Permit Fee. Jamestown has not yet set the 2009 Permit Fee: The Town Permit Fee is therefor subject change. If the Jamestown fee deposit is higher, Owner agrees to pay the difference when billed. If the Town Fee is lower, DH will forward a refund to Owner.

DH reserves the right to measure and adjust all billings of LOA of Vessel is different than stated

MOORING FEE CALCULATION		MOORING RENTAL DATES: May 1 – October 18	
✓ Please Check All That Apply	Length overall (LOA) includes all protuberances fore and aft.	25' LOA Minimum Charge	
	Jamestown Permit Fee Deposit	Vessel Length Overall	X \$6.70/ft.
	Mooring Fee	Vessel Length Overall	X \$75.00/ft. (Minimum charge of \$1875.00)
DINGHY FEE CALCULATION		DINGHY SUMMER STORAGE DATES: May 1 – October 18	
	Seasonal DH Dinghy Rack Storage Fee	\$325.00 per spot on Dutch Harbor dinghy rack	
	Seasonal In Water Dinghy at West Ferry	\$525.00 per dinghy in the water at the town dock	
✓	2% Environmental Fee on all charges except the Jamestown Permit Fee		
TOTAL			\$

PAYMENT AND CREDIT CARD AUTHORIZATION

PAYMENT AMOUNT \$ _____

OWNER'S SIGNATURE _____

Please make checks payable to Dutch Harbor, LLC

☐ CHECK ☐ CHARGE MY CREDIT CARD

CREDIT CARD TYPE: ☐ VISA ☐ MASTERCARD

CARD # _____

EXP. DATE _____ 3 DIGIT CODE _____

I have read and agree to the Terms and Conditions of this Contract as set forth on this page and on the reverse of this Contract which contains standard printed contract Terms and Conditions that are incorporated herein for all purposes as if they were set forth above the signature of the parties. Valid only if signed by both parties.

OWNER:

DUTCH HARBOR, LLC:

BY: OWNER'S SIGNATURE _____ DATE _____

BY: AUTHORIZED SIGNATURE _____ DATE _____

TERMS AND CONDITIONS: RULES AND REGULATIONS

The term "We" or "DH" shall refer to Dutch Harbor, 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 Storage Contract. The term "Vessel" shall include any outboard engine, equipment, appurtenances, etc. of the Vessel named on this Contract.

1. The Owner represents by his signature on the reverse side of this Contract that he requests permission to store or moor his Vessel at DH for the period of time described on this Contract for the benefit of the Owner and the Vessel. The Owner hereby warrants and represents that he is in fact and in law the true Owner of the Vessel, and has full power and right to enter into this Contract for himself and for the Vessel. Under no circumstances shall Owner sublet, transfer or assign this agreement or Owner's rights hereunder.
2. Owner agrees to have the Vessel covered by a full marine insurance package (hull coverage, indemnity and liability coverage) and name DH as an additional insured. Owner agrees to release, discharge, indemnify & hold harmless DH from any and all responsibility for injury (including death), loss or damage to persons or property in connection with DH's services hereunder and/or DH's property, docking facility or storage area not resulting from the recklessness or DH and/or its employees. This release, discharge and indemnification shall cover, without limitation, any loss or damage resulting from DH's employees docking or hauling owner's Vessel, vandalism, theft, fire and high/low water, wind, collision, ice, rain, terrorism or any act of God. This Contract does not constitute a bailment. Owner agrees to indemnify and hold harmless DH, 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 agreement 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, Acts of God, or other cause, whether caused by the negligence of DH, its officers, employees, or agents. Customers without insurance are in violation of the Contract and shall be subject to Contract termination.
3. No outside labor or independent contractor's work is allowed unless permission is obtained from DH and the Owner and contractor has reviewed and accepted the DH Subcontractor Policy before starting work. The Subcontractor Policy is available in the DH office or on the DH web site. Owners must keep their work area around their boat in clean condition at all times. Flaking bottom paint must be contained and collected for proper disposal. All bottom sanding must be performed using a vacuum collection system. Unused bottom paint must be contained and collected for proper disposal. Waste oil must be disposed of properly in the provided container. Shrink wrapping must be installed by insured professionals only. No work can be performed when the vessel is in lifting straps, on the yard trailer or while in any storage or repair building.
4. Owner acknowledged that DH makes no representation regarding the adequacy of water levels for egress and ingress. DH is not responsible for damages resulting, directly or indirectly, from low water levels.
5. DH assumes no obligation to perform any emergency services whatsoever. It is Owner's responsibility to arrange for emergency services including, but not limited to, evacuation and/or safe anchorage for Owner's Vessel and preparation for and observance of proper storm procedures. Notwithstanding the foregoing, in the event of an emergency, the Owner authorizes DH 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 general public and private property and vessels at DH. The Owner agrees to be bound by DH's actions and to be fully and solely responsible for all expenses and pay same when invoiced. Notwithstanding the above, nothing herein shall be construed to create any duty, obligation or responsibility to act on the part of DH; and nothing shall be construed to create any liability on the part of DH 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 DH.
6. DH reserves the right to rent moorings to transients when not occupied by the Owner's Vessel. Owner agrees to notify DH when he expects to leave and also when he expects to return from an overnight trip so that the mooring can be used for this purpose and to avoid any inconvenience to the Owner upon his return.
7. Owner agrees to assume responsibility for all oil spills or environmental problems related to actions by Owner, his crew, his guests, agents or employees. The responsibility may include legal actions, fines imposed by government agencies and related clean up costs. All cleaning materials must be environmentally responsible. The Vessel shall not have aboard any dangerous or illegal devices, appliances or materials and no hazardous materials may be disposed of or abandoned on DH property. Do not dispose of old oil, batteries, etc at DH or its dumpsters! Contact the office for appropriate disposal methods.
8. It is agreed that vessels which hold over after the end of the Contract are an undesired burden for DH. Boats left on land after June 1, 2009 (unless such delay is caused by DH) will be moved to a summer storage area at the charge of \$7.50 per foot and charged \$4.00 per linear foot (LOA) per day for summer storage, payable in advance for each such month or fraction thereof of holding over.
9. DH provides no security protection and assumes no responsibility whatsoever for the safety of any boat(s) or equipment or personal property, directly or indirectly.
10. IT IS AGREED THAT ALL MONIES PAID HEREUNDER ARE NONREFUNDABLE. 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 ½% per month (18% annually) will be added to balances thirty (30) days past due. All bills 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. Hauling and Launching dates will only be given after all outstanding balances are paid in full. Owner agrees that DH shall have a security interest in, and a lien upon, the Vessel for any and all monies due to DH which are outstanding, which lien and/or security interest may be enforced by possession and sale of Vessel in accordance with applicable law, including, without limitation, procedures set forth in Title 34, Chapter 29 of RI State Law of 1956, and any amendments thereto, or in accordance with the procedures set forth in Title 6A, Chapter 9 of the RI General laws, and any amendments thereto as well as any other rights and remedies available at law or in equity. If payments are not made on time, Contract will immediately revert to "Due in Full" with any previous applicable rate courtiesies revoked. DH 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 STORAGE FEES.
12. Owner shall pay DH's reasonable attorney's fees costs incurred in any dispute or legal proceeding arising from this Contract or DH'S work on the Vessel, now or in the future, whether under this Contract, subsequent oral or written agreement, or otherwise.
13. At any time a Vessel is located on, at, or near, or in any way at a location affecting DH's property, DH shall have the sole authority to dock, store and/or maneuver the Vessel or direct Owner to maneuver the Vessel, as DH deems appropriate, in its sole discretion.
14. All dinghies, trailers, masts and personal property must be registered with DH and clearly marked with a DH sticker and owners name or boat name for easy identification otherwise it will be hauled at the owner's expense. Any dinghies obstructing other boats or dinghies will be moved at the owner's expense. Contract does not include the use of dinghy docks and/or equipment.
15. THE OWNER AGREES that a vessel stored at DH in excess of 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 DH to the Owner (to address on last contract). DH will then seek disposal of the vessel to satisfy the mechanic's lien granted and acknowledged by signature of this contract.
16. Nothing in this Agreement shall prohibit DH from exercising the right, in its sole discretion, to relocate and/or reassign moorings if determined by DH that relocation and/or reassignment is advantageous to the functioning of DH's business and/or property.
17. Unless otherwise instructed, DH will leave all loose rigging (clevis pins, turnbuckles etc.) in the cockpit of your boat. It is the Owner's responsibility to insure that said items are removed to prevent loss or theft. DH assumes no responsibility for lost or stolen items.
18. Owners should not plan to be present for hauling or launching since this work will be done at DH's convenience according to 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. We will, however, attempt to stay as close as possible to the desired dates.
19. The Owner shall be fully responsible for the water tightness of his boat upon launching and thereafter. Any pumping or checking by DH, or use of our pumps, will be charged at the current rates.
20. Key and/or hatch combination MUST be left with the DH office. If DH does not have a key or combination, DH will automatically cut the lock, unless the Owner instructs us not to check inside, in which case the Owner is fully responsible. It is helpful if ignition key information is provided as well.
21. Display of signs, of any type, including brokerage signs, on boats is prohibited unless prior permission has been received by DH office.
22. DH will charge a tow charge at a minimum of \$100 to move Vessel to an assigned mooring if it is found at an unauthorized location. DH reserves the right to charge Owner for daily dockage.
23. This Contract for a summer mooring includes launch service (water taxi) subject to weather conditions, mechanical failures and other issues affecting DH's reasonable ability to provide such service, beginning on or about May 1st and extending through October 18th (the "Launch Period"). With respect to the time period outside the Launch Period, Owner is solely responsible for providing his own method and/or means of accessing the Vessel and/or moorings. DH will post its launch hours by April 1. With respect to Owner's use of DH's launch and other services and/or equipment, 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 DH's employees, services and/or equipment.
24. Overboard discharge of heads or holding tanks within the DH mooring field and in Rhode Island waters is strictly illegal. No dumping of porta potties in DH head facilities is allowed. Anyone discovered doing so shall be subject to immediate implementation of #29 below. A pump out facility located at the end of the Jamestown bulkhead.
25. Owner shall abide by Rules and Regulations as established by DH and Owner shall conform and be solely responsible for causing Owner's employees, agents, servants, and guests to conform to such rule and regulations, including those set forth in this Contract. DH shall not be liable to Owner or any other person for violation of the same by any other Vessel owner or individual on DH property. Any violation of the rules and regulations will be subject to # 29 below.
26. WINTER STORAGE: (i) We do not recommend storing sail boats with the mast in place. Unless otherwise instructed, it shall be construed as the wishes of the boat owner(s) that any boat stored with the mast in place will hold DH harmless in the event of damage sustained; (ii) No electric cords may be left plugged in during winter storage. Electric heaters, water heaters or open-flame heaters or torches are not to be used at any time during winter storage; (iii) The Owner is responsible to ensure that all drain plugs are removed for winter storage. DH is not responsible for ice damage on land or wet storage vessels; (iv). Winter storage customers are given first priority in mooring assignment for the following season. If any customer wishes to change their mooring assignment for the next season, please contact the office. We will try to comply, providing the mooring of your choice is available; (v) All boats must have a garboard drain or be properly covered to prevent water build-up in the boat.
27. Children 12 and under years old must wear life jackets when on the docks and launch. Fishing, diving or swimming is not permitted on or around any docks or moorings. No grilling fires or open flames of any kind are permitted within the boat yard unless at the place designated for such use. Absolutely no grilling is allowed on docks or boats. Adults must accompany children at all times.
28. Pets are allowed at the sole discretion of DH. DH is not responsible for nor assumes any liability for the actions of your pets. Pets must be on a leash at all times 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 DH and # 29 below will apply.
29. TERMINATION CLAUSE: In the event Owner shall breach this agreement, violate any rule or regulation of DH, or violate any statute, ordinance, regulation, order or decree of any government body, or shall default in the payment of any sum due hereunder, DH 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 DH, and Owner shall, upon request by DH, remove said yacht and personal effects upon the date set forth in the notice.