

MOORING CONTRACT

ASSIGNED NO.



109 Point Road Portsmouth, RI 02871
 Marina & Office Phone: 683-3030 FAX: 683-6914
 Email: info@piratecovemarina.net

SUMMER WET RENTAL AGREEMENT FOR SEASON

1/2 Non-refundable deposit must accompany application.

Summer mooring is rented by the season, May 15th through October 31st.

BOAT OWNER

DATE

ADDRESS

RES. TEL.

NAME OF BOAT

CELL. TEL.

REG. NO.

TYPE OF BOAT

LENGTH

BEAM

YEAR

Insurance Provider

Policy#

Please check if on file with office

A key or combination must be in our office prior to boat's arrival.

KEY/COMBO#

Summer Rental Fee \$

1/2 Due January 1st \$

Due by March 1st \$

Due by May 1st \$

 (Signature of Owner) (Front & Back)

 (Signature of Official)

This agreement shall be effective only if all spaces are filled in and the agreement is signed by an authorized official of the Marina. This agreement is subject to the following conditions:

1. **The rate of \$ _____ per mooring applies to the aforementioned Year summer wet season of May 15th through October 31st.**
2. **This agreement must be renewed prior to January 1st.**
 Otherwise, we will not guarantee your mooring for storage for the coming season. In the event that bills are not paid when rendered by the Lessor to the Lessee for this rental agreement or for work or services performed by the Lessor, the **Lessee agrees to pay interest thereon at the rate of one percent per month.** Lessee further agrees that in the event that any amounts due are referred to an attorney for collection, he will pay, in addition to interest thereon, all collection charges and reasonable attorney's fees. **All past due balances must be paid in full before a deposit will be accepted for a mooring in the upcoming year.**
3. **If payment in full is not made by May 1st** of the season, Pirate Cove Marina, Inc. (hereinafter PCM, Inc.) has the option to re-rent the mooring and the Boat Owner shall forfeit any deposits or payments made on account.
4. **Mooring occupants will be responsible for their own pennants.** The assignment of all moorings shall be at the sole discretion of PCM, Inc. Removal of pennants is also the responsibility of the boat owner. Any pennant remaining on the mooring after December 1st will be removed by yard personnel and a charge of \$10.00/pennant will be incurred.
5. **Zero Tolerance Discharge Policy:** Mooring occupants are responsible for any and all discharges originating from their vessels. If an Owner Lessee is found to have negligently discharged waste, fuel or oil within the marina, this shall be cause for immediate removal from the marina of the boat in question.
6. **Gasoline and oil:** Available to boat owners and transients during regular marina hours posted by the Management in the office. PCM, Inc. shall not be responsible for the quality of all fuel or food purchased by the owner lessee, but will assist the owner lessee in recovering from any fuel supplier or food supplier to PCM, Inc. in the event of a breach of warranty or other failure of the same.
7. **Parking:** Provided on the premises for boat owners and their guests. Marina shall not be liable for theft or damage to cars, cycles, other vehicles, or their contents. Any boat owner or guest wishing to leave an unattended vehicle on site for more than (5) calendar days must register their vehicle in our office. Any boat owner or guest failing to register their vehicle will be subject to any charges incurred from removing said vehicle from the property.
8. **Swimming, fishing, and disposal of refuse of any type (i.e. fish carcasses, cigarette butts, etc.) within the marina is prohibited.** All refuse must be bagged and deposited in truck bins provided. Truck bins are provided for both cardboard and household trash. **Under no circumstances or at any time shall any hazardous waste be placed into truck bins provided. (See attached list of prohibited items)**
9. **Engine oil, grease and transmission oil** must be placed in special receptacle provided. All owners are responsible for cleaning up after themselves. Anti-freeze, fuel and any other solution are not allowed in the spent oil container and shall be disposed of by yard personnel at the prevailing rate per gallon. Used oil, filters and oily rags **must not** be placed in with regular trash. Please see yard personnel for proper disposal of same.
- 9A. **Subcontractors:** It is the express responsibility of the boat owner to ensure any subcontractor hired by the boat owner registers in the office upon both arrival and departure. All subcontractors **must** provide proof of both adequate and current liability insurance along with worker's compensation coverage **prior to being allowed to work on the property.** All subcontractors **must** comply with all applicable state and federal laws and regulations. The acceptance of subcontractors as guests on the property will be at the sole discretion of marina management.

10. **Mooring wash-down policy** Mooring occupants must request a slip assignment for wash-down, loading, etc. prior to entering the Marina. Slips will be available on a first-come first-serve basis depending on availability. Please note there will be a three- hour time limit enforced and all boat owners must remain on their vessel while inside the marina.

11. **Dinghy storage:** Mooring occupants are allowed **one dinghy** at our dinghy dock. All tenders must be removed on or before November 15th of the season in which the mooring is rented. **(All tenders must display sticker provided in prominent position on bow of dinghy.)**

12. **Speed limit:** No boat or tender shall operate in such a way as to cause excessive wake within the Marina area. Each owner will be held responsible for damage to other boats in the marina or to any marina structure.

13. **Environmental Impact:** It is the responsibility of the boat owner to clean his/her work area underneath and around their vessel. If boat owner fails to do so, the affected area shall be maintained at the boat owner's expense. Boat owners may be required to tarp the ground underneath their vessel. The following are a list of **new** enforcement provisions for dry storage policies and procedures for all boats dry-docked here at PCM, Inc..

- All operations requiring the sanding, stripping or grinding of paints **must be done in a manner that contains the dust and debris generated by the operation.** This can be accomplished through the use of a high-quality dustless sanding system or through tenting and ground cover. Please note our Ship Store offers a high quality dustless sanding system and all appropriate materials for rent.
- No one is permitted to grind, cut or drill **lead.** Please contact the yard should these services be required.
- All full or empty **aerosol** cans are regulated and cannot be placed in with regular household trash.
- **Paint, paint cans, paint brushes, roller cages and covers and any tape with antifouling paint on it will not be allowed disposal on this property.**
- **All** poly tarps and shrink-wrap must be recycled and **must** not be placed in with regular trash. Recycling bags are available for sale in the marina office/ Ship Store.

14. **Noise/Disruption:** Noise shall be held to a minimum at all times, and the owner lessee shall use discretion in operating motors so as not to create a nuisance. Disorder or indecorous conduct by an Owner lessee or his visitors, etc. that might injure a person, cause damage to property, or harm to the reputation of the marina shall be cause for immediate removal from the Marina of the boat in question.

15. **All moorings assigned** shall be at sole discretion of PCM, Inc., and the Owner lessee will not move the vessel to any other mooring. **When the owner lessee expects to have his boat off of the mooring for more than one day or overnight, he shall notify PCM, Inc. in advance, who may lease the mooring for other purposes during this period. No other sub-rental or use of your mooring by others will be permitted. Any sub-letting shall only be at the written permission of the Marina.**

16. **Vessels shall be in a seaworthy condition** and shall not constitute a fire hazard, or they shall be removed from the Marina. The Marina assumes no responsibility for sinking or damage; however, boats may be pumped at Owner's expense. Any boat which may sink in the Marina shall be removed by the Owner lessee within two days, or removal will be accomplished by PCM, Inc. with all risks and costs of the same being on the Owner Lessee. PCM, Inc. shall not be responsible for the protection of boats, equipment, or persons from storms, fire, high water or other emergency conditions. If PCM, Inc. has to pump or check boats due to their condition or due to negligence by the Owner, said Owner will be billed at the prevailing marina labor rate. Lines for securing boats shall be of sufficient size to secure the boat safely for the protection of others. All boats shall be tied up in berths in a manner acceptable to PCM, Inc. or shall be removed from the marina, or PCM, Inc. after oral notification to the Owner Lessee, will adequately tie up the boat and assess a service fee, plus cost of materials, but this shall not be deemed a responsibility on PCM, Inc. to secure said vessel.

16A. **All boats owners must provide proof of adequate insurance to our office upon acceptance of the terms of this contract.**

18. **Pets must be restrained at all times and owners are required to clean any mess created by their pet.**

19. **Responsibility:** The person making this agreement is responsible to the marina for the behavior and actions of his crew, guests, and hired labor while on the premises, and said person shall hold the Marina harmless of all claims arising thereunder.

It is understood and agreed by the Boat Owner Lessee that PCM, Inc. its agents and employees, will not be responsible or liable for any claims and/or demands for damage or loss to or of the above named boat, its gear or any equipment and/or personal property of the Boat Owner whatsoever, and for any injury to the Boat Owner, his agents, employees, family, business invitees or guests. It being the intention of the Boat Owner in the consideration of PCM&YS, Inc. entering into this contract, that said PCM, Inc. , its agents and employees, be completely absolved from any and all claims, demands and liabilities of whatsoever nature by all persons, firms or corporations.

No property damage or personal injury insurance is carried by PCM, Inc. on the customer's boats or other property. Summer berthing or storage, wet or dry, is accepted at the sole risk of the Owner Lessee, and said Owner Lessee hereby releases PCM, Inc. from any and all claims for damages of whatsoever nature.

In the event that any damage to person or property is sustained by the Owner of the boat and/or his guests, servants, agents, employees, or business invitees as a result of the negligence of PCM, Inc. its agents, servants or employees the liability for property damage is expressly limited to the sum of Five (\$5.00) Dollars, and the damage for all personal injury expressly limited to Ten (\$10.00) Dollars per person.

It is understood and agreed that while Lessor has made every effort to provide safe and comfortable Marina facilities, there has been no warranty or representation by Lessor of the fitness of the facilities for the use for which they are designed and provided. The Lessee agrees that Lessor is not responsible for any injury or damage, or loss of equipment, to the vessel, Lessee, or his guests, servants, agents, employees or family for whatever cause. The Lessee further agrees to save harmless, protect and indemnify Lessor from and against any and all loss, costs, damage claims, suits, actions at law and judgements, including attorney's fees, which may arise or grow out of any injury to, or death of, persons, damages to property, or any other matter or thing caused by acts of God, fire, wind, storm, explosion, flood, burglary, theft or by any other casualty.

In no case shall the liability of PCM, Inc. extend to the loss of use of the boat or damages resulting from such loss of use. The limitation of liability above set forth shall be binding upon the Owner Lessee and the boat unless the boat or Owner Lessee shall pay an additional charge, which charge shall be used for the obtaining of additional insurance to cover all damages proximately resulting from the negligence of PCM, Inc., its servants, agents or employees.

Failure of the Owner Lessee of the boat to request in writing, certified mail, return receipt requested, additional insurance protection as set forth above at the time of the signing of this agreement and to pay or become obligated to pay the additional charge therefor, shall be conclusive on the part of the boat and Owner Lessee of their acceptance of the limitations of liability hereinabove set forth.

20. **Any damages occurring while the boat is berthed in storage or undergoing repairs** must be reported to PCM, Inc. in writing before the boat is used, removed from storage or from PCM, Inc. either temporarily or permanently, or PCM, Inc. is absolved from all liability.

21. **The Owner Lessee further guarantees upon the signing of this agreement that he is the sole owner of the boat aforementioned,** and in the event other persons, firms or corporations hold an interest in said boat, the said Owner agrees that he will indemnify the said PCM, Inc. from any claims by the same by the same for injuries or damages.

22. **The Lessee agrees the Lessor shall have a security interest in and a lien upon the vessel for any and all monies due to Lessor which are then outstanding,** which lien and/or security interest may be enforced by sale of the yacht in accordance with the procedures set forth in Title 34, Chapter 35 of the General Laws of 1956, and any amendments thereto or in accordance with the procedures set forth in Title 6A, Chapter 9, of the General Laws, and any amendments thereto. If a lien is maintained the Owner Lessee of the boat shall pay the usual storage rate during the term of enforcement of said lien.

22A. Beware – The vessel and its contents may be sold at public auction for failure to pay storage charges.

23. PCM, Inc. shall have the option to terminate this rental agreement within five (5) days, for any reason, by giving the Boat Owner written notice to that effect by registered mail addressed to the Owner at the address appearing hereon. In that event the Boat Owner shall vacate the assigned slip within those five (5)

days, and shall be rebated on a pro-rata portion of the rental charged. No other damages shall be recoverable for such termination against PCM&YS, Inc., its agents or servants.

24. PCM, Inc. has the continuing right to impose from time to time individual and general regulations for the safety, comfort and welfare of the Boat Owner and all others using or renting the Marina facilities, and Boat Owner to abide thereby.

I HAVE READ ALL OF THE ABOVE RULES AND COVENANTS AND AGREE TO ABIDE THEREBY

Date

Owner's Signature

SAMPLE