

DOCKAGE/STORAGE RENTAL CONTRACT

Terms of Agreement

1. Mazza Marina, L.L.C., Perrywinkle Realty, L.L.C. and their assignees hereinafter referred to as "Pointview, Pointview Marina and/or The Marina" shall have a lien against the above described boat, her appurtenances and contents, for unpaid sums due for use of dock facilities or other services, or for damage caused or contributed to by above described boat or by tenant or his guests to any docks or property of the marina or any other person at the Marina.
2. a) Slip rentals shall be strictly in accordance with published schedules and shall be paid in advance to cover a full season. Slip rentals shall not be cancelled unless a suitable replacement tenant can be obtained promptly. In which case proportional reimbursement for the unused seasonal rental, or if slip rental is for a portion of the season, actual rental received, less a 10% service charge, will be made to the original tenant.
b) If it is considered by Pointview Marina, to be in the best interest of the Marina and/or its tenants, the Marina reserves the right, after 48 hours notice, to cancel this contract with the tenant removing his boat forthwith. Proportional reimbursement will be made for the docking fee.
c) Slip rentals are non-transferable.
3. All money not paid within ten (10) days from the due date shall bear interest at the rate of one and a half (1 1/2%) percent per month. In the event that Pointview Marina shall be required to engage the services of an attorney for collection of any sum hereunder, defense of any matter which shall be the responsibility of the Owner hereunder, or to enforce any right of Pointview Marina hereunder, the Owner shall pay to Pointview Marina reasonable attorneys' fees incurred by Pointview Marina. **Beware - The vessel and its contents may be sold at public auction for failure to pay storage, dockage, labor or other charges, and for expenses reasonably incurred in the sale of the vessel.**
4. The tenant agrees to have his boat insured by complete marine coverage including liability, Each tenant will be held responsible for damage he may cause to other boats in the marina or to the structures or facilities thereof.
5. When a boat enters Pointview Marina, it immediately comes under the jurisdiction of the Marina and shall be berthed only where ordered and maneuvered as directed. Vessels entering Pointview Marina under emergency shall be reported immediately by their owners to the Marina. All boats shall be secured in their berths in a manner acceptable to the Marina, or the Marina after notice to Tenant, will adequately secure the boat and assess a service fee.
6. When a Tenant expects to have his boat out of a slip for two or more days, he shall notify the Marina in advance, who may lease the slip for other purposes during this period. No sub-leasing of slips or transfer of boats between slips will be allowed except on prior permission of the Marina,
7. Tenants will provide the Marina with a set of main door or hatch, keys and ignition keys. A key or combination must be on file with Marina office. If not, in case of emergency, lock will be cut, or access will be gained to vessel forcibly. The boat will only be entered by the Marina for emergency service, otherwise only with the authority of the Tenant. No other person will be allowed on the boat without the Tenant's permission.
8. All reasonable precautions will be taken by the Marina to ensure the safety of the Tenant and his property. However, the Marina assumes no responsibility for the safety of any vessel docked in the Marina and will not be liable for fire, theft or damage to said vessel, its equipment, or any property in or on said vessel, however arising.
9. The tenant (and guests for whom he is responsible) agrees to conduct himself at all times when on the property of Pointview Marina, or on any boat moored therein, so as to create no annoyance, hazard or nuisance to the Marina or to the other Tenants. This involves observance of good housekeeping and sanitation practices and the use of garbage receptacles.
10. Tenders and skiffs must be stored on board larger vessels when possible. Otherwise they must be kept off the docks unless a contract for dockage has been executed and paid for specifically for that tender. Their identification marks or name are required to be recorded with the Marina. No dock boxes, steps, etc., can be installed without permission from Pointview Marina.
11. No "outside" contractors or service organizations or individuals will be permitted to underrate any work on boats in Pointview Marina without the approval of the Marina.
12. Unless the Owner shall procure the prior written consent of Pointview Marina, the vessel shall be removed and the slip vacated before October 15th, Should the slip not be vacated or said vessel not be removed, Owner agrees to pay to Pointview Marina the overnight dockage charge then in effect by Pointview Marina for each day commencing October 16th, said sum to be due and payable before yacht leaves slip.
13. Law prohibits discharge or deposit of any rubbish, waste material or refuse material of any kind or description in to the waters of any river, stream, pond or tidal waters. All garbage and other refuse shall be placed in the containers and receptacles provided by the Marina.
b) Boats equipped with holding tanks properly valved may use their marine heads while in the Marina.
14. Noise shall be kept at a minimum at all times. Patrons shall use discretion in operating engines, generators, radios and television sets, so as not to create a nuisance or disturbance.
15. Advertising or soliciting shall not be permitted in any part of Pointview Marina.
16. Swimming and diving shall not be permitted from the docks or finger piers.
17. Boat owners shall not place supplies, materials, accessories or debris on walkways and shall not construct thereon any lockers, chests, cabinets or similar structures, except with written approval of Pointview Marina.
18. Laundry shall not be hung on boats or finger piers in the Marina.
19. Absolutely no welding, cutting, torching, grinding of metal, charcoal fires, open fires, etc. of any kind will be allowed within the confines of the Marina.
20. Young children should be accompanied by adults at all times. Dogs or pets will be admitted to Pointview Marina only under leash and must not run loose on the premises or other people's boats. Dogs and pets are permitted only if they do not disturb other Tenants or their guests.
21. When entering or leaving the Marina, boats must be under power, not sail.
23. In the event of severe storms or hurricane, the Marina will attempt, if practicable and possible, to provide preparation and damage prevention service, the costs for which will be prorated over all the boats. However, the owner or his agent is still solely responsible to take all emergency measures possible and the Marina does not assume any responsibility for said protection and/or damages to the owner's boat. Marina has the right to haul boat and charge owner the normal rate for hauling, blocking and relaunching.
24. The Owner agrees that use of the slip/storage space and furnishing of any and all other services provided by Pointview Marina shall constitute a rental of space only and no bailment of any kind is intended or created, either express or implied.
25. This agreement is for the use of pier/storage space only, and such space is to be used at the sole risk of tenant. The Marina shall not be liable for the care or protection of the boat (including her gear, equipment and contents) or for any loss or damage of whatever kind or nature to the boat, her contents, gear or equipment whether due to the sole negligence of the Marina or otherwise, Tenant indemnifies and holds the Marina harmless against any loss, cost, suit or claim arising out of use of dock space or any handling of the boat in connection therewith whether or not such loss, cost, suit or claim is based upon the sole negligence of the Marina or otherwise.
26. This Agreement sets forth the entire understanding of the parties, and there are no representations, warranties, covenants or conditions, either precedent or subsequent, unless herein specifically contained. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit and be enforceable by and against the parties hereto, their respective heirs, executors, administrators, successors and assigns. No waiver, modification or amendment of any provision of this Agreement shall be effective unless made in writing and signed by the party against which enforcement of the waiver, modification or amendment is sought. No waiver, modification or amendment of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach thereof, or the breach of any other provisions hereof. This Agreement shall be governed by the laws of the State of Rhode Island.
27. Hauling gasoline in cans or containers to fuel boats is absolutely forbidden. Violation will result in cancellation of contract.
28. Disposal of waste oil, or any other hazardous material within the marina property is strictly forbidden, violators will be assessed all environmental costs associated with any spill, clean up, disposal or violation of the current EPA regulations, and be personally responsible for any criminal or civil action. Any work outside of the hull of a vessel requires a "work authorization" form to be completed, signed and approved by the marina office before work commences.