

Dutch Harbor Boatyard, LLC
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For Office Use, Only

2020 SUMMER MOORING RENTAL CONTRACT

VESSEL NAME _____ REG. or DOC.# _____

OWNER'S NAME _____

STREET ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

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

Mooring bridles/pennants & any bridle flotation/mast buoys are to be supplied by Vessel Owner and must meet Town requirements.

◆◆◆◆ PLEASE RETURN COMPLETED CONTRACT BY DECEMBER 31, 2019 TO RESERVE YOUR MOORING FOR 2020. ◆◆◆◆

MOORING FEE CALCULATION MOORING RENTAL DATES: May 1, 2020 – October 15, 2020

X Please Check All That Apply			
X	Mooring Fee	Minimum charge of \$2,492.00, 28' LOA, and no discount allowed on minimum.	
	28' (Minimum charge, \$2,492.00)	Vessel LOA _____ X \$89.00/ft.	\$
	29'- 34'	Vessel LOA _____ X \$90.00/ft.	\$
	35'- 39'	Vessel LOA _____ X \$91.00/ft.	\$
	40'- 44'	Vessel LOA _____ X \$92.00/ft.	\$
	45'- 47'	Vessel LOA _____ X \$96.00/ft.	\$
	48'- 55'	Vessel LOA _____ X \$97.00/ft.	\$
	56'- 62'	Vessel LOA _____ X \$99.00/ft.	\$
	63'- 70'	Vessel LOA _____ X \$101.00/ft.	\$
	71'- 80'	Vessel LOA _____ X \$103.00/ft.	\$
X	Jamestown Permit Fee	Vessel LOA _____ X \$9.20/ft. (subject to #5 below)	\$
		Jamestown Mooring Registration Fee (subject to #5 below)	\$ 5.00

DINGHY FEE CALCULATION DINGHY SUMMER STORAGE DATES: May 1, 2020 – October 15, 2020

	DH Dinghy Rack Storage Fee	\$400.00 per dinghy on Dutch Harbor dinghy rack	\$
	In Water Dinghy at Dutch Harbor	\$500.00 per dinghy	\$
X	2% Environmental Fee ON ALL charges except the Jamestown Permit Fee		\$
TOTAL FEE			\$

CHOOSE PAYMENT PLAN BELOW. ALL PAYMENTS ARE NON-REFUNDABLE

_____ **PAYMENT IN FULL.**
 _____ **PAYMENT PLAN:** One half of the Total Fee is due upon signing, ¼ of the Total Fee is due on 1/15/20 and ¼ of the Total Fee is due on 2/15/20. DH is authorized to automatically charge my credit card on the due dates for the appropriate amount due.

- Applications for a Summer Mooring Rental Contract ("Contract") will be accepted only when the following requirements are met:**
1. Contract must be filled out, signed and returned with payment to "Dutch Harbor Boatyard" (DH). Price subject to change at any time.
 2. The non-refundable payment(s) are made as stated above.
 3. DH has received full payment of all outstanding invoices due from Owner.
 4. The valid credit card information and authorization is completed and signed: even if you pay by check.
 5. The Jamestown Permit Fee is quoted above are based upon the 2019 Jamestown fees. The Jamestown Permit Fees are therefore subject to change. If the Jamestown Permit fees are higher, Owner agrees to pay the difference when billed. If the Jamestown Permit Fees are lower, DH will forward a refund to Owner.
 6. DH reserves the right to measure and adjust all billings should be actual LOA exceed the LOA specified above.
 7. Owner expressly authorizes DH to automatically charge the Owner's credit card for any invoices.
 8. Proof and Certificate of Insurance must be provided to DH.

PAYMENT AND CREDIT CARD AUTHORIZATION	
PAYMENT AMOUNT \$ _____	Credit card billing address if different than above:
OWNER'S SIGNATURE _____	Street address _____ Zip Code _____
<input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE MY CREDIT CARD	CARD # _____
CREDIT CARD TYPE: <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD Please make checks payable to Dutch Harbor Boatyard, LLC	EXP. DATE _____ 3 DIGIT CODE _____
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.	
OWNER:	DUTCH HARBOR BOATYARD, 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 Boatyard, 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.

- The person who has signed the Contract as Owner hereby warrants and represents by his signature on the reverse side of this Contract that (a) 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; (b) he is in fact and in law the true Owner of the Vessel, and that he has full power and right to enter into this Contract for himself and for the Vessel; and (c) that there are no restrictions of any kind upon him or the Vessel which limit or restrict his right and power to bond himself 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.
- 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 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 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 DH, its officers, employees or agents or otherwise.
- DH 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 DH in such an event. DH 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 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 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 foregoing, 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.
- Attorney's Fees:** 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.
- Insurance Clause:** Because DH 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 DH named as an additional named insured.
- Security Interest.** In addition to those liens arising under state or federal law, Owner grants DH 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 DH a license to board the vessel, upon Owner's default and remove any machinery, equipment, or materials DH provided or installed. This license shall be deemed coupled with an interest and so may not be revoked.
- 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 subsequent oral or written agreement of otherwise.
- It is agreed that vessels which hold over after the end of the Contract or not launched on time are an undesired burden for DH. Vessels not stored with DH must be removed from DH by October 15, 2020, otherwise the Owner will be subject to a \$50 per day charge for every day after October 15 that the Vessel is not removed. DH reserves the right to haul any boat left on its mooring after November 1 for land storage at the Owner's expense at DH's stated winter storage fee plus a 20% service/late charge. Owner acknowledges that if his Vessel is at DH 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.
- Those planning to live aboard their vessel must decide with DH and will be charged an additional fee.
- 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 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 1/2% per month (18% annually) will be added to balances thirty (30) days past due commencing from the 15th 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. 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 MOORING/STORAGE/SERVICE FEES.**
- Outside Labor:** No outside labor or independent contractor's work is allowed at DH without the prior written consent of DH and the Owner and contractor expressly acknowledge that they will review, comply with and accept the DH Subcontractor Policy before starting any work. The Subcontractor Policy is available in the DH office or on the DH web site.
- Owner acknowledges 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.
- 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.
- Dinghy.** All dinghies, trailers, masts and personal property must be registered with DH and clearly marked with a DH sticker and the Owner's or Vessel's name for easy identification otherwise it will be hauled at the Owner's expense. Dinghies if not stored aboard, must be secured in such a way as not to extend beyond the Vessel to avoid interference with free passage of other boats. Storage of dinghies on docks or land is not allowed.
- The Owner agrees that a vessel stored at DH 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 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.
- DH reserves the right, in its sole discretion, to relocate and/or reassign mooring assignments as the need may arise. This Contract does not guarantee any mooring assignment.
- DH reserves the right to rent moorings to transient boaters when not occupied by the Owner's Vessel. Owner agrees to notify DH of his departure and return dates so that the mooring 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.
- Owners should not plan to be present for hauling or launching since this work will be done at DH'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. DH 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 DH office via email at least 2 days prior or the vessel will be launched or hauled as scheduled.
- 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 on a time and material basis.
- DH should have access to the inside of your vessel for hauling and launching. If we do not have either a key or combination, DH may cut the lock and install a new one at the Owner's expense.
- DH facilities shall not be used for solicitation, advertising or any other business purposes, from the vessel or from ashore, except by DH or those authorized by DH. It is understood and agreed that DH shall charge a fee to outside yacht brokers, payable in advance, for the service of DH to show a vessel. No signs are permitted at DH without the prior written permission of DH.

22. DH will charge a minimum tow charge 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 and includes launch service which is subject to weather conditions, mechanical failures and other issues affecting DH's reasonable ability to provide such service, beginning on May 1st and extending through October 15th (the "Launch Period"). With respect to the time 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 16. 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. 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 clean up costs. Do not dispose of old any hazardous materials like oil or batteries at DH or its dumpsters. Anyone violation of the foregoing shall be subject to immediate implementation of #29 below.
25. The DH Rules and Regulations posted in the office and on the web site are hereinafter incorporated as additional terms and conditions of 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. 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.
27. Children 12 and under years old must wear life jackets when on the docks and the DH 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. Adults must accompany children always.
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 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 DH and # 29 below will apply.
29. TERMINATION CLAUSE: In the event Owner shall breach this Contract, 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 vessel and personal effects upon the date set forth in the notice.
30. 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.