

SUMMER STORAGE AGREEMENT



13 Pasadena Avenue
Watch Hill, RI 02891
Tel. 401.348.8148
Fax 401.596.4711
whbyinc@aol.com

This agreement entered into on ____ / ____ / ____ is by and between VIKING MARINA (hereinafter known as the LANDLORD) and _____ (hereinafter known as the TENANT) subject to the following terms and conditions:

1. This SPACE RENTAL AGREEMENT is for a period from **May 15th, 20** ____ to **October 15th, 20** ____ inclusive.

Personal Information:

Name: _____ Email Address: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone Number: Home: (____) _____ Work: (____) _____ Alternate Home: (____) _____
Cell: (____) _____ Spouse Work: (____) _____ Spouse Cell: (____) _____

Boat Information:

Manufacturer: _____ Model: _____ Year: _____
Length Overall: _____ Draft: _____ Beam: _____ Displacement: _____

Engine Information:

Make: _____ Model: _____ Year: _____
Outboard Inboard I/O (circle one) Gas / Diesel (circle one)

TENANT(S) certify that the printed matter on both front and back of this agreement has been read and the terms and conditions set forth herein are fully understood. TENANT(S) further certify that they have examined the space in which the subject boat is to be placed and find it suitable, and acceptable.

<input type="checkbox"/> Slip Launch Date: _____ <input type="checkbox"/> Mooring <input type="checkbox"/> Land Storage FEE: \$ _____	ADDITIONAL SPRING SERVICES AVAILABLE																																								
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- **THIS CONTRACT MUST BE SIGNED AND RECEIVED BY THE YARD PRIOR TO DECEMBER 1ST**
- **A 50% DEPOSIT IS DUE BY DECEMBER 15TH.**
WE CAN NOT GUARANTEE A CUSTOMER A BOAT SPACE IF THE 50% DEPOSIT IS NOT RECEIVED BY DECEMBER 15TH.
- **ANY BALANCE OWED MUST BE PAID IN FULL PRIOR TO LAUNCHING.**
- **ALL OTHER CHARGES WILL BE BILLED AND DUE THE 1ST OF THE MONTH FOLLOWING COMPLETION.**

I ACKNOWLEDGE A COPY OF THIS AGREEMENT.

LANDLORD: VIKING MARINA

Accepted by _____
Principal Tenant

BY: _____ Date _____

Date _____

- PLEASE RETURN WHITE COPY -

1. Have fun and treat your neighbor respectfully!
2. LANDLORD reserves the right to assign dock space, but all efforts consistent with good business practices and the rights and desires of other tenants will be exercised in an effort to assign dock space desired by the TENANT.
3. The LANDLORD reserves the right to lease or refuse to lease to any person for any good or pertinent reason.
4. It is agreed between both parties that TENANT shall not assign, transfer or permit the use of assigned space to any other party without written consent of the LANDLORD.
5. If TENANT desires to dock a boat other than the one described within, said TENANT must first secure permission of the LANDLORD and pay any additional fees, as applicable.
6. During the term of this Lease, provided that Tenant is not in default hereunder, Tenant shall have rights to use of the piers, docks and floats in the Marina for access by foot to the slip, subject to the right of all other Marina Tenants to use such facilities. Tenant shall also have the right to use the common areas, showers and toilet facilities.
7. Rent on space is PAYABLE IN ADVANCE. Deposits are refundable by 50% if space is not able to be rented immediately. Deposits are refundable by 80% if space is able to be rented immediately.
8. The launch date is the date your boat will be scheduled to go in the water. If your boat is not in the water by that date and your boat has to be moved, you will be charged for moving your boat. On land storage fees will apply if boat is left on land after May 15th.
9. All customer accounts must be paid in full before any boat will be launched or hauled. An extra charge will be made for any boat requiring special attention such as pumping, rehauling, etc., at time of launching.
10. There will be a four-day wet storage period allowed each boat after boat is launched. After this period, there will be a docking fee assessed each additional day that the boat is left at the dock. This fee will be determined at current docking prices. Minimum charge will be \$10.00 per day.
11. The LANDLORD will not be responsible for delays in hauling, launching, winter layup or commissioning, occasioned by inclement weather or any other circumstances beyond its control.
12. It is UNDERSTOOD AND AGREED that no boat is to be removed from its space unless and until all charges for space rental, service and/or materials as specified in Paragraph Eight (8) have been paid in full.
13. In the event TENANT fails to remove his boat and property from the rented space at the termination of the space rental term as defined in Paragraph Eleven (11) of this agreement, LANDLORD may at its sole option: (1) charge to TENANT'S account rent daily for each day the space is occupied; (2) avail itself of the remedies provided for in Paragraph Nine (9); and avail itself of any other remedy available to LANDLORD under the law.
14. If TENANT becomes delinquent in rental payments, the LANDLORD shall have the right to take over the property of the TENANT and to secure the property to the space occupied, or to store it in any other location. Space made vacant by the removal of property of the TENANT may then be rented to another tenant at the discretion of the LANDLORD.
15. According to the "Rhode Island Dry Dock Facilities Act" (34-46-1), the LANDLORD has a lien on vessels stored at the facility for storage charges, labor, or other charges and expenses reasonably incurred in the sale of that vessel. The LANDLORD has the right to sell the vessel if the TENANT is in default for a minimum of ninety days or a maximum amount of time at the discretion of the LANDLORD.
16. The boat may not be entered or operated by anyone other than those authorized as stated in this Agreement. Boat owners and their immediate family will be allowed to stay on board their boat while at the Marina. Under no circumstances will guests be allowed on board customer boats, or any other boat in the Marina, unless the owner of the boat or a member of the immediate family are on board.
17. The LANDLORD DOES NOT CARRY INSURANCE covering the property of the TENANT. THE LANDLORD WILL NOT BE RESPONSIBLE for any injuries or property damage resulting, caused by, or growing out of use of dock or harbor facilities; that the TENANT RELEASES AND DISCHARGES THE LANDLORD from any and all liability from loss, injury (including death), or damages to persons or property sustained while in or on the facilities of LANDLORD, including fire, theft, vandalism, windstorm, high or low waters, hail, rain, ice, collision or accident, or any other Act of God, whether said boat is being parked or hauled by an agent of the LANDLORD or not.
18. TENANT agrees that in the event suit is brought in behalf of the LANDLORD against TENANT to collect any amounts due or to become due hereunder, or to enforce any appropriate maritime or other liens, the TENANT shall pay the LANDLORD'S reasonable attorney fees for such suit or collection plus costs, as provided by law.
19. TENANT acknowledges that the LANDLORD has all the appropriate maritime liens, either State or Federal, upon the boat, motor and accessories thereof to secure any and all space fees, repairs, gas, oil, marine hardware, accessories, or any other services or materials rendered to or supplied to TENANT during the term of this agreement.
20. The LANDLORD cannot and does not guarantee the continuity of electrical service where provided.
21. Tenant shall comply with all applicable laws, ordinances, rules and regulations in its operations of the Vessel and its use of the Slip and Yard, including, without limitation all applicable laws and regulations of the United States Coast Guard, United States Environmental Protection Agency, the State of Rhode Island and Town of Westerly. Tenant shall upon receipt of an invoice reimburse Landlord for any costs incurred by Tenant because of Tenants failure to comply with such law, ordinance, rule or regulation.
22. A. TENANT agrees that only reasonable and customary use will be made of the docks and facilities, and that no unnecessary wear and tear, disturbance, nuisance, rubbish or garbage will be permitted on the dock or premises, and that the TENANT will keep dock and premises covered hereby free and clear of gear, tackle and all other obstructions. Tenants must use designated fish cleaning areas. B. Tenant agrees to throw nothing, including treated or untreated effluent or sewage from heads or holding tanks in the harbor or basin. Items left in the Marina will be disposed of at customer's expense. All tenants must use recycling and trash receptacles. We will not tolerate the use of profanity or excess noise at the Marina.
23. The Tenant shall maintain the Slip and immediately adjacent areas in a clean condition. Tenant shall not paint, decorate, embellish, change, or make any alterations or additions, strip or waste the slip or any other areas of this Marina. The use of torches or open flame, inflammable or toxic removers, or any other hazardous equipment is prohibited. Under no circumstances will anyone be allowed to light any fires for any reason. This includes charcoal grills, Coleman stoves, etc.
24. All waste oil must be disposed of in proper waste oil containers. The waste oil containers are located in the shed. Yard workers are available for help. Any person not abiding by this rule is subject to prosecution! Use and disposal of hazardous materials must be according to the manufacturer's material safety data sheet. Fueling at Watch Hill Boat Yard is prohibited and violation of this rule is grounds for dismissal.
25. All children and non-swimmers must wear approved life jackets on or around the docks.
26. All pets must be kept on a leash and attended to at all times. Owners will be required to pick up and dispose of pet droppings. Pets must be kept quiet at all times.
27. A TENANT may work on his own boat if such work does not interfere with the rights and privileges of other persons, but a TENANT may not use the services of any other dealer, mechanic, craftsman or other person on the premises of the LANDLORD without first securing prior approval of the LANDLORD. Such approval may not be made unless the service division of LANDLORD cannot properly complete the work themselves, or if outside mechanic or serviceman cannot provide the LANDLORD or his yard manager with a standard certificate of workman's compensation and liability insurance coverage.
28. TENANT shall provide LANDLORD with a set of main door or hatch keys, as well as a set of ignition keys. The boat will be entered by the LANDLORD only for periodic inspection or for emergency service.
29. IN CASE OF EMERGENCY, as determined by LANDLORD, the LANDLORD shall be authorized to move the subject boat, if possible and practical, to a safer area to protect the boat, property or general welfare if boat is unattended and TENANT cannot be reached. However, UNDER NO CIRCUMSTANCES is LANDLORD under any obligation to provide this service. Any costs incurred by LANDLORD shall be billed at the yard rate or as posted in the office. TENANT agrees to indemnify and hold harmless from any and all liability, loss or damage caused by or to the subject boat, which may arise out of failure of the TENANT to move boat, the inability of LANDLORD to reach TENANT, or by movement of the boat by the LANDLORD. In general, the TENANT shall be solely responsible for any emergency measures.
30. Any infraction of the rules and regulations contained herein or as posted in the office by the LANDLORD shall, at the option of the LANDLORD, cancel this lease agreement, and the TENANT shall remove his boat from the harbor and premises without rebate.