

**2010 SLIP/MOORING CONTRACT**

**BREWER WICKFORD COVE MARINA (BWCM)**  
65 Reynolds St. No. Kingstown, RI 02852  
PHONE (401) 884-7014 FAX (401) 294-1541



- Contracts will be accepted only when the following conditions are met:
1. Contracts must be filled out completely, signed and returned by 11/1/09,
  2. A deposit of \$500 must accompany this agreement by 11/1/09 to retain priority,
  3. The balance of the slip/mooring rental fee is due as follows:
    - 1/3 of balance due **January 15<sup>th</sup>**
    - 1/3 of balance due by **February 15<sup>th</sup>**
    - Remaining balance paid in full by **March 15<sup>th</sup>**

2009 Slip # or Mooring # \_\_\_\_\_ BWCM reserves the right to reassign slips and moorings as necessary.

OWNER NAME \_\_\_\_\_ BOAT NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

HOME # \_\_\_\_\_ BUSINESS # \_\_\_\_\_ CELL# \_\_\_\_\_

MAKE \_\_\_\_\_ YEAR \_\_\_\_\_ OVERALL LENGTH\* \_\_\_\_\_ BEAM \_\_\_\_\_ DRAFT \_\_\_\_\_

POWER/SAIL \_\_\_\_\_ KEY LOCATION \_\_\_\_\_ COMBO # \_\_\_\_\_ EMAIL \_\_\_\_\_

*No contract will be accepted without credit card information unless slip balance is paid with contract.*

CREDIT CARD INFORMATION:  American Express  MasterCard  Visa  Discover

CREDIT CARD # \_\_\_\_\_ THREE DIGIT CODE \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_

CARDHOLDER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

*Please note that all accounts past 30 days will automatically be charged to your credit card.*

CHECK HERE IF ALL SLIP PAYMENTS ARE TO BE MADE TO CREDIT CARD ABOVE AUTOMATICALLY

**RATES**

**ALL BOATS WILL BE MEASURED.** Rates will be calculated on ACTUAL OVERALL LENGTH AND BEAM, including bowsprits, pulpits, anchor rollers and anchors, swim platforms, outboards (whether left up or down), dinghy and davits and any other equipment and appendages in place while occupying the slip. The price of the slip will be calculated on the overall length of the boat or the length of the dock, whichever is longer.

**SLIPS AND MOORINGS (less 5% for 2009/2010 Winter Storage customers who pay in full before January 15<sup>th</sup>, 2010)**

___ SLIP for Boats over 70' .....	\$170.00 per ft.
___ SLIP for Boats on double finger or Boats over 50' up to 70' .....	\$150.00 per ft.
___ SLIP for Boats over 25' up to 50' .....	\$140.00 per ft.
___ SLIP for Boats 25' and under .....	\$120.00 per ft.
___ MOORING Year Round Customers .....	\$1800 inner harbor ..... \$1250 outer harbor
___ MOORING Summer Only Customers .....	\$2000 inner harbor ..... \$1350 outer harbor

**SUMMER STORAGE**

___ Trailer (see trailer storage agreement) .....	\$300 Year Round Customers .....	\$400 Summer Only Customer
___ Boat (see summer storage agreement) .....	\$.400/Sq Ft Outdoors .....	\$10.00/Sq Ft Indoors

**ELECTRIC SERVICE –PLEASE CHECK ONE**

___ 30 AMP SERVICE (PER OUTLET) .....	\$200.00
___ 50 AMP SERVICE (PER OUTLET) .....	\$400.00
___ NO SERVICE REQUIRED .....	\$ 0.00

**EXCESSIVE USE OF ELECTRICITY WILL RESULT IN ADDITIONAL CHARGES.** All shore cords will be periodically metered for actual usage. Boats using more electricity than that provided for in the base charge will be assessed and additional charge reflecting actual electrical usage. Boats found to be using more cords than signed up for will be automatically billed for extra cords. Rate increases for the cost of electricity to BWCM may be passed on to the customer in the form of an electrical surcharge at the end of the dockage season for that part of the season that the rate increase was in effect.

**All customers must provide proof of insurance. All yard bills must be current or this contract will not be accepted.**

We ask that you read the Terms of Agreement included as part of this agreement and that you understand them fully before signing below.  
A 1.5% Environmental Surcharge will be added to all slip fees.

**THE DUE DATE FOR THIS CONTRACT IS 11/1/09. FAILURE TO RETURN THE COMPLETED CONTRACT BY THE DEADLINE WILL RESULT IN LOSS OF PRIORITY IN SLIP/MOORING AVAILABILITY AND SELECTION.**

**I HAVE READ THE ATTACHED TERMS OF AGREEMENT AND EVERY OTHER TERM AND CONDITION HEREIN AND AGREE TO THEM.**

OWNER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

## TERMS OF AGREEMENT

1. All bills are due when rendered. A service charge of 1 ½ % per month (18% annually) will be charged to balances 30 or more days past due. **NO BOAT WILL BE LAUNCHED OR ALLOWED TO LEAVE THE MARINA UNTIL BILLS ARE PAID IN FULL.** ALL CHARGES shall be a lien against the "vessel", her tackle, furniture, and not withstanding anything in the law to the contrary, shall continue to be a lien until such obligations are fully paid. Any legal expenses necessary to collect outstanding bills will be passed onto the customer. A deposit of \$500 (nonrefundable) must accompany this agreement by November 1<sup>th</sup> with first 1/3 of the balance payable by January 15<sup>th</sup>, 2<sup>nd</sup> 1/3 of the balance payable by February 15<sup>th</sup> and the balance due by March 15<sup>th</sup>. **Slips are not transferable.** A pro-rated slip rental fee may be arranged with the new boat owner with BWCM approval in the event of the sale of the boat. **Slip deposits and fees are non-refundable.**
2. BWCM (without notice) reserves the right to haul any boat for non-payment of bills at the owner's expense. Claims for adjustments on any bill must be requested within 10 days of receipt of the bill, after which time no adjustments will be made.
3. **No outside labor (by subcontractor) is allowed unless marina permission is obtained. Management reserves the right to determine the reasonableness of the use of outside labor. All outside contractors must sign in and out of the office daily, fill out the appropriate forms and provide liability and workman's compensation insurance certificates. Contractor work will be billed through the marina or a fee of \$10/ hour retained for the use of yard facilities and utilities. Outside contractors are not welcome at marina facilities outside of normal working hours.**
4. All sailboats must have halyards tied away from the mast before leaving the boat. If they are not tied it will be done by the yard at the owner's expense. The yard will not be responsible for boats sunk at dockside due to owner's negligence or faulty equipment. The boat owner hereby agrees that in the event of an emergency, extra lines may be placed on the boat at no liability to BWCM. The boat may be pumped or any other measure taken to further the safety of the boat, other boats and slips at no liability to BWCM. The boat owner agrees to pay any reasonable charges made by BWCM for such emergency services; however BWCM assumes no responsibility or obligation to perform such services.
5. No open flames, shrink wrap heaters or paint burners will be used at any time, for any purpose, in or around the Marina facilities. No cooking fires will be allowed on the docks or on boats in slips. Grills are provided on the deck and boardwalk.
6. Keys or combinations must be left in the yard office. We encourage the use of combinations. This facilitates access to your boat in an emergency.
7. **The yard reserves the right to rent slips to transients when not occupied by regular customers. When leaving on a trip in excess of 1 day, the boat owner will advise the office of the departure and return dates to avoid any inconvenience to you upon your return. Due to the overwhelming success of the Brewer Yacht Yard Preferred Customer Card this information will especially be appreciated.**
8. **All garbage is to be placed in the dumpsters labeled "customers only".** No garbage is to be placed in the dumpster labeled "Yard only". All customers will abide by BWCM environmental rules and regulations. The customer agrees to indemnify BWCM for any costs they may incur due to failure of the customer or their representative to comply with all BWCM, local, state and federal environmental regulations.
9. Boats on moorings shall at no time or for any reason occupy any slip without the **prior permission** of the BWCM manager. Boats on moorings may arrange to use a dock space for the purpose of washdown, loading or unloading passengers and supplies.
10. **DO NOT DISPOSE OF WASTE OIL, GAS OR OTHER HAZARDOUS MATERIALS IN ANY BWCM DUMPSTERS!!** There is a hazardous materials shed for that purpose. All hazardous wastes must be brought to the **hazmat transfer box** at the office for proper disposal or removed from BWCM property.
11. No fishing, diving or swimming will be permitted from or around any docks, slips or boats. No fish shall be cleaned on the docks. No fish offal shall be discharged into marina waters or dumpsters. In-water bait boxes may be left in the water during the summer dockage season but must be removed by October 31. Failure to remove bait or fish boxes from BWCM property by this date will result in their removal and disposal at customer expense.
12. **Overboard discharge of heads and holding tanks is strictly illegal and forbidden.** The emptying of **porta-pottis** in marina heads is strictly forbidden.
13. No advertising or soliciting will be permitted on or within Brewers Wickford Cove Marina. "For Sale" signs shall not be displayed without consent of BWCM management.
14. **The summer season runs from May 1<sup>st</sup> to October 31<sup>st</sup>.** Any boat not wintering in the yard must leave by October 31<sup>st</sup> since all electricity and water will be shut off to prepare for winter. Any boats not contracted for in the water storage after November 15<sup>th</sup> will automatically be hauled for outside storage and winterized at the current yard rates at the owner's expense.
15. Brewer Wickford Cove Marina reserves the right to meter the electrical usage of any vessel in a slip or on marina property. The constant running of air conditioning, refrigeration or other large electrical loads will result in extra energy charges if usage exceeds the pro-rated energy budget.
16. It is understood that the slip/mooring contract is for **6 MONTHS ONLY**. Each year hereafter the **boat owner must be invited** by Brewer Wickford Cove Marina to be eligible to renew the contract.
17. **The yard reserves the right to reassign slips and moorings as necessary. YEAR ROUND CUSTOMERS ARE GIVEN FIRST PRIORITY IN SLIP AVAILABILITY AND ASSIGNMENTS FOR THE SUMMER SLIP AND MOORING SEASON.**
18. Any entry left blank, unchecked or any term, condition or service not specifically complied with by either party **shall not void** the entire contract or constitute a waiver of any other term or condition of this contract.
19. **Dockage or mooring customer dinghies, kayaks, inflatables or other watercraft shall at no time be left in slips or on docks or fingers.** These small vessels (under 12') belong at the dingy dock on 10' painters. No small boats of any type shall be left on BWCM property after October 31<sup>st</sup>. All dinghies must obtain marina registration sticker from BWCM office.
20. Dockage and mooring customers are not permitted to **raft other vessels** off their boat at any time without prior approval of BWCM management.
21. Dockage customers are not permitted to place dock boxes, boarding stairways, cleats, hooks, lights, rollers, fenders, screws, nails or any other hardware, equipment or property on the docks, fingers, ramps, landings or pilings without the permission of BWCM management.
22. When a BWCM slip customer's boat is launched, it will be taken to its respective slip as soon as possible. When a non-slip customer's boat is launched, a **maximum of two nights dockage will be provided free of charge.** Thereafter, the owner will be charged transient dockage fees.
23. The boat owner acknowledges that BWCM makes no representation regarding the adequacy of water levels for egress or ingress.
24. The boat owner agrees to adhere to all Town, State and Federal rules and laws and will be responsible for misuse.
25. Any infraction of the rules and regulations of BWCM, or conduct deemed inappropriate by marina management shall, at the option of the BWCM management, result in the cancellation of this contract upon ten days notice and the customer shall forthwith remove their boat from marina property.
26. Brewer Wickford Cove Marina will not be responsible for fire, storm, water, ice, theft or vandal caused damage to the customer's boat. The customer agrees to hold BWCM harmless in the event of such occurrences.

**BEWARE- THE VESSEL AND ITS CONTENTS MAY BE SOLD AT PUBLIC AUCTION FOR FAILURE TO PAY STORAGE CHARGES.**

**WINTER STORAGE CUSTOMERS ARE GIVEN FIRST PRIORITY IN SLIP AVAILABILITY AND ASSIGNMENTS FOR THE FOLLOWING SEASON!**

PLEASE INITIAL AFTER READING \_\_\_\_\_