



HARBORVIEW OPERATING, LLC
SLIP RENTAL AGREEMENT

This Slip Rental Agreement (this "Agreement") is made and entered into as of the date first set forth below, between Harborview Operating LLC (the "Marina") and the Owner set forth below (the "Owner").

OWNER \_\_\_\_\_ CELL # \_\_\_\_\_

ADDRESS \_\_\_\_\_
STREET & NUMBER CITY STATE ZIP

E-MAIL \_\_\_\_\_ EMERGENCY CONTACT # \_\_\_\_\_

HOME PHONE # \_\_\_\_\_ WORK PHONE # \_\_\_\_\_

SLIP RENTAL TERM - May 1, 2017 to October 31, 2017

PAYMENT SCHEDULE:

- 1. 50% Deposit due with Agreement by January 31, 2017 \$ \_\_\_\_\_
2. Balance due May 1, 2017 or date of slip occupancy if sooner \$ \_\_\_\_\_
3. Total Payment: \$ \_\_\_\_\_

CARD # \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_

NAME ON CARD \_\_\_\_\_ CVV# \_\_\_\_\_

CREDIT CARD AUTHORIZATION \_\_\_\_\_

All payments by check should be made payable to: Harborview Operating, LLC, 150 Gray Street, Warwick, RI 02889

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

Designated Boat (Make & Model): \_\_\_\_\_ Year: \_\_\_\_\_ Registration \_\_\_\_\_

Name on Boat \_\_\_\_\_ Length O/A: \_\_\_\_\_ Draft: \_\_\_\_\_ Beam: \_\_\_\_\_

Owner's Designation of Total Value of Designated Boat and personal property affixed to or in Designated Boat \$ \_\_\_\_\_

Watercraft Liability Insurance Amount \$ \_\_\_\_\_ Min. Amount \$300,000 Coverage (Copy of policy MUST be attached)

Agent Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

By signing below, the parties here to agree to the terms and conditions of this Agreement set forth above and below and on the following pages.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of this \_\_\_\_\_ day of \_\_\_\_\_ / \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_
OWNER HARBORVIEW OPERATING, LLC



HARBOR LIGHTS

401-737-6353 • harborlightsri.com • info@harborlightsri.com

MARINA & POOL CLUB 200 Gray Street, Warwick, RI 02889 | GOLF & CLUB HOUSE 150 Gray Street, Warwick, RI 02889

# TERMS AND CONDITIONS

## 1. DEFINITIONS:

- (a). The term "Designated Boat" and "Designated Slip" shall have the meanings ascribed to such terms on the first page of the Agreement, provided that the term Designated Boat shall include all accessories on and motors attached to the Designated Boat.
- (b). The term "person" shall include any individual, partnership, limited partnership, limited liability company, corporation or other natural or non-natural person.
- (c). The term "Marina" shall mean the marina operated by Harborview Operating, LLC at 200 Gray Street, Warwick, RI 02889 which contains the Designated Slip.
- (d). The term "Released Parties" shall mean the Marina and all Persons that have a direct or indirect ownership interest in the Marina, all Persons in which Marina has a direct or indirect ownership interest; and their agents, licensees, guests, invitees, officers, directors, managers, shareholders, owners, employees, heirs and assigns.
- (e). The term "Releasing Parties" shall mean Owner and all Persons that have a direct or indirect ownership interest in Owner, all Persons in which Owner has a direct or indirect interest and their agents, licensees, guests, invitees, officers, directors, managers, shareholders, owners, employees, heirs, and permitted assigns.
- (f). The term "Claims" shall mean all claims, losses, damages, expenses, (including, but not limited to, all reasonable attorneys' fees and expenses of litigation through all appeals), liabilities, costs and obligations (including, but not limited to, claims for loss of life, claims for damage to property owned by Owner, including any vessel docked under this Agreement, or any property owned by any Releasing Party, the Released Parties, or any other Person) arising from any Act or omission of (or the condition of any property owned by) the Released Parties, or any other Person, or arising as the result of any hurricane, tropical storm, flood, hail or other weather condition or act of God, or any fire or explosion or other natural event or even caused by man. The term "Claims" shall include, but not be limited to, any claim, liability or incidental or consequential damages arising from any act, omission or condition of property, whether attributable to the sole or joint negligent acts or omissions of the Releasing Parties or any other Person including the Released Parties, except to the extent that such act, omission or condition is caused by the gross negligence or willful misconduct of the Released Parties.

**2. OWNER OPERATION:** Owner shall use the Marina, docks and attached facilities for reasonable and typical boating activities. Owner shall keep the Marina dock area clear of all gear, tackle and other obstructions. Owner shall operate the Designated Boat with due care for the safety of other boats, vessels, property and persons and will be solely responsible for damages and injuries which Owner, Owner's guests, agents or servants may cause.

**3. RENTAL RIGHTS:** Marina grants Owner the right to store the Designated Boat at the Designated Slip, together with a non-exclusive right of ingress and egress over Marina property to the Designated Boat when stored at the Designated Slip. Notwithstanding the foregoing, the Marina may change the location of the Designated Slip from time to time. This Agreement confers no property rights or other rights or benefits to Owner and is only the rental of the Designated Slip. And is not a lease of the Designated Slip. Owner's use of the Designated Boat shall be for pleasure and recreation only and no commercial ventures of any kind, including but not limited to, any boat brokerage, boat sales, or charter operations, shall be undertaken by Owner from the Marina.

**4. TERM:** This Agreement shall be for the term set forth above (the "Term"). If Owner fails to make payment due hereunder within Five (5) days of the applicable due date, Marina may terminate this Agreement immediately upon written notice to Owner. If Owner breaches any other obligation or covenant included in this Agreement, or fails to comply with any of the rules and regulations established by Marina from time to time, Marina may terminate this Agreement immediately upon written notice.

## 5. PAYMENTS:

- (a) Slip Rental Fees: Owner shall pay Marina slip rental fees in, advance, in the amount set forth above, (the "Slip Fees") for the use of the Designated Slip and other services provided by Marina hereunder. Slip rentals shall be strictly in accordance with published schedules and shall be paid in advance to cover a full season. 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 boat owners. All payments shall be made payable to: **Harborview Operating, LLC, 200 Gray Street, Warwick, RI 02889**
- (b) Removal of Designated Boat: Owner shall not remove the Designated Boat from the Designated Slip until all amounts due from Owner hereunder have been paid in full. If all amounts owed by Owner have been paid in full, upon termination of this Agreement, if Owner is not storing the Designated Boat with Marina, Owner shall immediately remove the Designated Boat and all of Owner's other personal property, if any, from the Marina. If Owner fails to remove the Designated Boat within Five (5) days after termination of this Agreement (regardless of whether Owner has the right to remove the Designated Boat), Marina may (but is not required to) cause the Designated Boat to be removed (together with all personal property located on or about the Designated Boat) to a mooring or dry dock location of Marina's choice, and Owner shall pay or reimburse the sum of (i) a minimum of \$200.00 or all costs incurred by Marina in connection with such removal, plus (ii) the cost of storage of the Designated Boat for the entire period that The Designated Boat is stored. Neither Marina nor any other Released Party shall have any liability to Owner or to any other Person for any loss or damage resulting from any such removal of the designated Boat or failure to remove the Designated Boat, whether occurring by negligence or otherwise, and Owner waives all rights against all Released Parties by reason of such removal or failure to remove.
- (c) Late Payment: If any payment due hereunder is not received by Marina within five (5) days of the date such payment was due, interest shall be charged on all past due amounts at a rate equal to eighteen (18%) per cent per annum.

**6. MAINTENANCE:** Owner shall maintain the mechanical and structural integrity of the Designated Boat, and shall be strictly liable for any damages of any nature whatsoever (including environmental damages) to the Marina, the Released Parties, guests, invitees, occupants or personnel relating to or arising out of Owner's breach of its maintenance obligations. Marina shall not have a mechanic craftsman or any other Person ("Contractor") perform work on the Designated Boat without the prior written consent of Owner.

**7. RULES AND REGULATIONS:** Owner shall abide by all rules and regulations established by Marina from time to time, whether written or not, including, but not limited to, those set forth on Addendum A to this Agreement.

**8. OWNER'S DECLARATION OF VALUE: INSURANCE:** Owner represents and warrants that Owner's Declaration of Total Value set forth on the first page of this Agreement is the maximum value of the Designated Boat and all items affixed to or located in the Designated Boat from time to time. Owner shall secure and maintain complete marine insurance, including hull coverage, in an amount equal to Owner's Declaration of Total Value, and indemnity and liability insurance in an amount at least equal to the Watercraft Liability Insurance Amount set forth on the first page of this Agreement. Owner shall provide to Marina upon execution of this Agreement a certificate of insurance showing that the terms of this paragraph have been satisfied. Such certificate shall name Marina as an additional named insured and require not less than thirty (30) days written notice to Marina of termination of coverage.

**9. HURRICANE OR TROPICAL STORM:** In the event of a tropical storm or hurricane, watch or warning, Owner should remove the Designated Boat from the Marina. It is the Owner's responsibility to make arrangements for the removal of the Designated Boat to a safe anchorage, or with the written permission of Marina, to secure the Designated Boat in the Designated Slip with appropriate and adequate lines and fenders and remove any and all loose equipment and canvass. If Boat is not removed from the Marina or properly secured, Owner shall be charged a fee of (i) \$100.00 if the Designated Boat is twenty two (22') feet or less, and (ii) \$5.00 per foot additional if the Designated Boat is more than twenty-two (22') feet long, per event, plus materials, in order to properly secure the Designated Boat, to protect human life and to help reduce any potential damage to the Designated Boat, other vessels, the Designated Slip and Marina property. Under no circumstances shall this be deemed to imply any obligation of any kind on the part of the Marina for the safety or protection of persons or property. Marina shall not be held liable for any consequences in its attempt to protect life and property. Owner shall be responsible for any damage to other vessels or the Marina facilities caused by the Owner's vessel as a result of failure to remove the Designated Boat from the Designated Slip.

**10. MARINA AUTHORIZED TO OPERATE BOAT:** Owner shall provide Marina a set of main door or hatch and ignition keys before Owner commences use of the Designated Slip. Owner authorizes Marina and its employees, agents and representatives to move or operate the Designated Boat as necessary to provide storage services under this Agreement or for other services requested by Owner, or for safety, or to prevent or minimize damage to the Designated Boat or other property, or should the Designated Slip be reassigned, as Marina deems necessary. However, Marina assumes no responsibility to provide any such services, or that such services will remedy or prevent any damage to the Designated Boat.

**11. DISCLAIMER OF RESPONSIBILITY:** Owner, on its own behalf and on behalf of all Releasing Parties, and any other Person with a business or personal relationship with any Releasing Party, hereby releases, waives and discharges the Released Parties from all claims, and indemnifies and holds the Released Parties harmless from all claims. Owner hereby releases and agrees to indemnify and hold harmless the Marina from any and all claims and liability for personal injury, loss of life and property damage arising out of, related to or in connection with this Agreement, the Marina's premises or the use of storage space; the Owner's boat, Motor or accessories or contents due to fire, theft, vandalism, collision, Marina equipment failure, windstorm, rain, hurricane, or other casualty loss. Owner shall also indemnify Marina against any losses incurred as result of Owner's breach of this Agreement.

**12. OWNER'S INSPECTION OF DESIGNATED SLIP:** Owner accepts the Designated Slip in "as is" condition, and represents that Owner has inspected the Designated Slip. Upon the basis of such inspection, Owner represents that it finds the Designated Slip to be suitable for its intended purpose.

**13. MARINA'S DISCLAIMER OF WARRANTIES:** MARINA MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, SUITABILITY, OR ANY OTHER CONDITION WHATSOEVER OF THE DESIGNATED SLIP, THE MARINA, OR ANY PART THEREOF, IT BEING AGREED THAT ALL SUCH RISKS ARE BORNE BY OWNER.

**14. NO DISCHARGE:** Owner shall not discharge sewage, oil, fuel, spirits, garbage, litter, inflammable liquid, oily bilge water or any other hazardous or toxic material into the waters of the Marina. Owner shall reimburse Marina upon demand for the cost of cleaning up pollution discharge created by the Designated Boat or Owner. Owner shall immediately report all such discharges to Marina.

**15. REIMBURSEMENT OF COSTS;** Designated Boat as Security: Owner shall reimburse Marina for the cost of any work necessary to repair or replace any damage to the Designated Slip, the Marina, any other property of Marina; or any property of others located on Marina's property, caused by the Designated Boat, Owner or Owner's guests or invitees, including the cost to clean up, loss of use and lost profits. Owner shall also pay all costs and expenses incurred in collecting any payments due or in enforcing any lien under this Agreement, including reasonable attorney's fees and costs through all appeals, whether or not a lawsuit is filed and whether or not Marina is the plaintiff in any lawsuit filed; provided however, that if Owner is the initiating plaintiff; Owner shall be liable for Marina's costs and expenses only if Marina is the prevailing party. Owner hereby grants to Marina a lien on the Designated Boat, its appurtenances and contents (including all personal property in the Designated Boat.), for amounts due and payable from Owner pursuant to this Agreement. After notice of delinquency or default to Owner, and the failure of Owner to cure such default within thirty (30) days after such notice, Marina shall have the right to sell the Designated Boat at public auction. The proceeds from such sale shall be applied against all outstanding obligations to Marina under this Agreement and Owner shall remain liable for any deficiency remaining.

**16. MISCELLANEOUS:**

- (a) All notices and payments called for herein shall be sent to Marina or Owner at the applicable addresses set forth on the first page hereof, unless either party provides written notice to the other party of a new address.
- (b) All notices required by any of the terms and conditions of this Agreement shall be in writing. Notice shall be deemed given when the notice is prepared, adequately addressed with proper postage, and deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or via facsimile transmission.
- (c) Nothing in this Agreement shall be construed to create a relationship other than the renting of storage space to Owner.
- (d) This Agreement does not create a bailment and Marina shall have no duties of care with respect to the Designated Boat.
- (e) This Agreement confers no rights upon Owner other than the right to the use of the Designated Slip.
- (f) This Agreement may not be assigned or transferred by Owner, and Owner may not sublicense or assign any right conferred by this Agreement.
- (g) This Agreement supersedes all agreements previously made between the parties relating to the subject matter hereof if it encompasses the complete agreement between the Parties and can only be amended in writing signed by both parties.
- (h) No delay or failure by a party to exercise any right under this Agreement, no partial or single exercise of such right, and no failure or delay to demand or require compliance with any duty or obligation contained in this Agreement, shall constitute a waiver of such right, duty or obligation, nor shall it act as an estoppel preventing a party from suing under this Agreement.
- (i) Headings in this Agreement are for convenience of reference only and shall not be used to interpret or construe its provisions.
- (j) This Agreement shall be construed in accordance with the laws of the State of Rhode Island without regard for conflict of law rules.
- (k) If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or unenforceable any other provision of this Agreement.
- (l) Each party shall cooperate and shall take such further action and shall execute and deliver such further documents as may reasonably be required by the other party in order to carry out the provisions and purpose of this Agreement.

**ADDENDUM A TO BOAT SLIP RENTAL AGREEMENT: RULES AND REGULATIONS**

1. This Agreement does not grant Owner, the Owner's family and guests the right to use the pool. The Marina invites the Owners, the Owners family and a small number of guests to use the pool as a privilege, provided the Owner and his eligible family members register with the Marina Office and obtain and sign for the pool rules and regulations, acknowledging that they have read, understand and agree to abide by said rules and regulations. The pool is an adult facility with parents allowed to bring their children provided they are properly supervised. **THERE IS NO LIFEGUARD AND THE RULES AND REGULATIONS ARE STRICTLY ENFORCED.**
2. The Designated Slip and surrounding slip area must be kept free and clear of all items that are unsightly or cause an obstruction, as determined by Marina. Supplies, materials, accessories, or debris shall not be stored on dock walkways. Owner shall provide its own hoses and shall equip them with automatic shutoff nozzles. Hoses and shore cords shall be neatly coiled, in good repair and kept out of dock walkways.
3. Owner and others over whom Owner has control shall not engage in any activity that could constitute or create a nuisance for others, or that is dangerous, undesirable, disruptive, or annoying to others, as determined by Marina.
4. Owner shall maintain and keep the Designated Boat in sound, secure, good and clean condition, and will ensure that it is safely and properly moored in the Designated Slip at all times.
5. No Person may live aboard the Designated Boat while it is moored in the Designated Slip.
6. Owner shall comply with applicable laws, ordinances, orders, rules and regulations promulgated by any federal, state, or local government authority or any other agency or body having jurisdiction or regulatory authority relating to the Designated Slip, the Designated Boat or the Marina. **OWNER SHALL OBEY ALL NO WAKE ZONES IN THE MARINA AREA.**
7. Swimming, diving,, jiggig or fishing from the Marina slips or docks is prohibited
8. Owner shall not throw refuse or garbage overboard, but shall deposit it in trash containers provided for that purpose. Hazardous materials, sealed paint cans, waste oil or solvents shall not be deposited in trash containers and may not be left at the Marina without written approval. Leaks or spills of hazardous materials are the sole responsibility of Owner for all costs associated with removal or cleanup.
9. Any fueling of the Designated Boat in the Marina shall be done at the designated fuel dock with fuel sold by the Marina. Gasoline and other flammable liquid shall not be stored in auxiliary containers in or on the Designated Boat.
10. Owner shall not use gas or charcoal grilles on the Designated Boat in the Marina or on the Marina slips or docks. Gas grilles on shore are provided by the Marina.
11. Owner shall not install, construct or attach, or cause to be installed, constructed or attached any signs, improvements, fixtures or any other tangible property on any premises of the Marina without the prior written approval of Marina.
12. *Harbor Lights is a family marina with children and adults walking from boats to the pool; to the restaurant; to the golf course. Roads in the marina are gravel and automobiles generate dust and dirt that covers many boats. The speed limit is set to address both safety concerns and to ensure that all boat owners have an enjoyable experience.*

**THE FIVE (5) MILE AN HOUR SPEED LIMIT IS MANDATORY AND WILL BE STRICTLY ENFORCED. GIVE THIS SOME THOUGHT BEFORE SIGNING THIS CONTRACT. IF YOU DO NOT INTEND TO ABIDE BY THIS SPEED LIMIT PLEASE SELECT ANOTHER MARINA.**