

**WINTER STORAGE CONTRACT
NOVEMBER 1, 2017 – APRIL 30, 2018**

HARBORVIEW OPERATING, LLC ("HVO") OFFICE USE ONLY: Insurance Signed Dates Key Paid

CONTRACT NOT VALID WITHOUT ALL INFORMATION COMPLETED BELOW

OWNER _____
 ADDRESS _____
 CITY _____ STATE _____ ZIP _____ E-MAIL _____
 PHONE - CELL _____ BUSINESS _____ HOME _____
 NAME OF BOAT _____ MAKE _____
 LOA _____ BEAM _____ DRAFT _____ LOCK/COMB. _____ REGISTRATION # _____

HAUL SCHEDULE – PLEASE CIRCLE PREFERRED WEEK BEGINNING (No earlier than Sept. 1st):

Sept. 18 Sept. 25 Oct. 2 Oct. 9 Oct. 16
 Oct. 23 Oct. 30 Nov. 6 Nov. 13 Nov. 20 Nov. 27

TOTAL CHARGE FOR HAUL/STORE/LAUNCH/POWER WASH = \$38.00per/ft. x LOA = _____ = \$ _____

PAYMENT TERMS: A FIFTY PERCENT (50%) DEPOSIT AND SIGNED CONTRACT **MUST BE RECEIVED BY OCTOBER 1, 2017 TO RESERVE A SPACE. THE REMAINING BALANCE MUST BE PAID IN FULL BY DECEMBER 1, 2017.**

ALL VESSELS MUST BE READY TO LAUNCH BY MAY 31, 2018 OR YOU MUST CONTACT THE OFFICE DIRECTLY FOR AN EXTENSION OF YOUR STORAGE CONTRACT.

I HAVE READ THE CONTRACT RULES AND REGULATIONS, CONDITIONS AND CHARGES AS REFLECTED ON THE TWO (2) PAGES OF THIS CONTRACT AND AGREE TO THEM:

_____ By: _____
 Owner's signature Harborview Operating, LLC Date

PLEASE NOTE: CREDIT CARD AUTHORIZATION WILL BE USED FOR OPEN BALANCES ON WINTER STORAGE CONTRACT AND SPRING WORK.

CARD# _____ CVV # _____
 NAME ON CARD _____ EXPIRATION DATE _____
 CREDIT CARD AUTHORIZATION _____

Owner's signature



HARBOR LIGHTS

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

CONTRACT RULES AND REGULATIONS

It is hereby agreed by and between Harborview Operating, LLC ("HVO") and Owner to store the above named boat or property on the following conditions:

1. Sailboats with stepped masts must have all halyards and other lines tied off to prevent them from slapping against the mast. If this requirement is not met by Owner, it will be done by HVO at Owner's expense. HVO will not be liable for any damage arising from storing boats with the masts stepped. Please verify with your insurance carrier that your boat is covered if your mast is left stepped. No dodgers, or roller furling sails are to left on spars or they will be removed by HVO at Owner's expense.
2. Boats requiring more than one in and out handling will be charged for each handling at the regular rates. If a boat is removed during the storage period, the space will be held and rental will continue. Any special requests for blocking or handling of the vessel must accompany this contract. Any boat subsequently requiring re-blocking or moving will be charged at regular rates.
3. Storage charges and seasonal dockage is payable in advance.
4. HVO will haul and store boats as near as possible to the week specified, weather permitting, but dates and time of haul and launch cannot be guaranteed. Do not pick the week to be hauled on the week your insurance expires. It is the Owner's responsibility to have the boat ready for launch on or before the scheduled launch date. If the Owner's boat is not ready for launch as scheduled and must be moved to provide access to other boats or to provide for parking, HVO will move the boat and charge Owner its published rate. HVO is not responsible for advising Owner of launch. Owner must contact the office before the launch week specified.
5. All boats are accepted for storage with the understanding that no persons, other than HVO employees and representatives will be allowed on board without Owner's permission. No boat will be delivered from storage without Owner's consent. At least one week's notice must be given HVO for removal of a boat from HVO.
6. **No insurance is carried by HVO on Owner's vessel or other property.** Storage is accepted at the sole risk of Owner, and the Owner hereby releases HVO from any and all claims for loss or damage however caused during the storage period. Owner is advised to remove all valuables and electronics from the boat during the storage period. VESSEL MUST CARRY AND PROVIDE HVO WITH PROOF OF HULL AND LIABILITY INSURANCE.
7. **The Owner is responsible for emptying his own holding tank and refrigerator. Dumping or washing of hydrocarbons, sewage of any kind or any other pollutants is strictly prohibited. Owner agrees to comply with all federal, state and local laws. Any violation of environmental laws by Owner may be subject to federal and state fines, and Owner hereby indemnifies HVO for any costs that HVO may incur due to failure of Owner or his representatives to comply with all applicable laws and regulations.**
8. Ladders must be clearly marked with Owner's Name and boat name and be properly secured. HVO reserves the right to remove and discard unsafe or unsecured ladders.
9. **For safety purposes and to satisfy insurance requirements,** Owners are not permitted to shrink-wrap, burn paint, use toxic materials, run engines, use heaters, light stoves and grills or use flammable materials.
10. **For safety purposes and to satisfy insurance requirements,** no electric cords may be left plugged in during winter storage. All cords found plugged in will be disconnected by HVO. **If any boat is found to be plugged in a second time the cord will be cut and removed.**
11. Owners are responsible for keeping the area around their boat clean and free from litter both during the storage period and after the boat is launched. HVO reserves the right, when necessary, to clean the area around Owner's boat and to charge Owner regular yard rates.
12. If a boat leaks when launched and inspection and/or pumping is required, HVO will provide those services at its published hourly rates plus a \$50.00 service charge for the use of a pump. If the leak cannot be controlled HVO will haul and block the boat at its published rates.
13. HVO is not responsible for damage caused by fire, wind, storm, theft or ice and Owner agrees to indemnify HVO for any such occurrence.
14. Owners are responsible for all independent contractors, service personnel and other invitees who come on to HVO property at Owner's request or invitation. It is the Owner's responsibility to notify HVO that a contractor or some person other than Owner has been scheduled to work on Owner's boat. Upon entering the HVO property such contractor or person must first register at the HVO Office, provide a certificate of insurance in acceptable form and sign a form agreeing to comply with all safety and environmental laws and regulations. Specific details of this policy and required insurance are available at the HVO Office.
15. Owner must provide HVO with keys or combinations to locks on Owner's boat during the time the boat is on the premises. If appropriate keys or combinations are not available at time of launch the launch will be cancelled.
16. If an Owner elects to do his own winterization of engines and plumbing or elects to have said winterization performed by an outside contractor or service person, Owner or Owner's representation must do the complete job and HVO has no responsibility if the job is not performed properly.
17. **UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE WITH HVO A MAXIMUM OF THREE (3) DAYS DOCKAGE WILL BE ALLOWED AFTER OWNER'S BOAT HAS BEEN LAUNCHED. THEREAFTER, TRANSIENT CHARGES AT A DAILY RATE WILL BE CHARGED.**
18. Erection of temporary structures is not permitted without the written approval of HVO. No covers or tarps will be attached to jack stands, blocks or anchored to the ground. Any covers that become loose will be removed by HVO on a "Time and Materials" basis.
19. As a courtesy HVO does allow storage to extend beyond the contract period. However, short-term storage will be charged at HVO's published rate. If storage goes beyond July 15th the launch is forfeited and Owner must remove his/her boat or sign and pay for a summer storage contract and sign and pay for winter storage contract (the "Second Winter Storage Contract"). At the end of the Second Winter Storage Contract Owner must remove his/her boat from HVO property.
20. An Owner who does not have a slip at HVO for the next season or who does not sign a summer storage contract must remove his/her boat by May 1st or will be subject to an additional charge (in addition to the regular summer storage charge) of \$25.00 per day.
21. Sailboat cradles will be stored by HVO during the summer season provided they are properly marked with the owner's name and the boat name and the Owner has signed a winter storage contract and paid a deposit.
22. No open sanding will be allowed. All sanding devices must have a collection device attached. No soda blasting will be allowed without prior approval from management.

Beware - The vessel and its contents may be sold at public auction for failure to pay storage charges. Storage of this vessel and any personal property creates a lien on the vessel and personal property pursuant to Rhode Island General Laws 34-46-1, et seq., and pursuant to Federal Admiralty Law. Any legal expenses of Harborview Operating, LLC. incurred for collection of monies owed will be the responsibility of the customer.