



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, 2021 to October 31, 2021

Charge for your Slip is the greater of EITHER Slip length of \_\_\_\_\_ ft. OR Boat length O/A of \_\_\_\_\_ ft.

Total Charge for Slip # \_\_\_\_\_ equals: \_\_\_\_\_ ft. x \$ \_\_\_\_\_ /ft. = \$ \_\_\_\_\_

PAYMENTS:

- 1. 50% Deposit due with Agreement by January 29, 2021 \$ \_\_\_\_\_
2. Balance due May 1, 2021 or date of slip occupancy if sooner \$ \_\_\_\_\_

CARD # \_\_\_\_\_ EXP DATE \_\_\_\_\_ CVV# \_\_\_\_\_
CARDHOLDER'S NAME \_\_\_\_\_ CARDHOLDER'S SIGNATURE \_\_\_\_\_

\*If paying by debit/credit card an additional 3% charge will apply\*

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

BEWARE - 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. Owner also agrees to return a signed Slip Holder Amenity-Pool Pass Rules and Regulations form for Season 2021.

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

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

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. FLOAT PLAN: The Marina reserves the right to rent a slip whenever it is vacant and all revenues received from such rental will inhere to the marina. Lessee is required to ensure that the marina has their planned departure and arrival dates.

6. 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



HARBOR LIGHTS

401-737-6353 - harborlightsri.com

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



**SLIP HOLDER AMENITY - POOL PASS**  
**RULES AND REGULATIONS**  
**Season 2021**

THESE RULES AND REGULATIONS ARE PROMULGATED IN ORDER TO PROVIDE A SAFE AND ENJOYABLE EXPERIENCE FOR OUR SLIP HOLDERS, THEIR FAMILIES AND GUESTS

1. A slip holder's pass to this swimming pool is a **privilege and not a right**. Management has the absolute right to revoke that privilege if a slip holder or any one of a slip holder's family or guests violates the rules.
2. Slip holders will be issued 5 passes per slip, for use by **IMMEDIATE FAMILY MEMBERS**. These IDs are issued at the main building during business hours, seven days a week. Slip holders **must** have their ID cards to enter the pool. Please stop at the gatekeeper's station to receive your daily ID bracelet. Lack of an ID bracelet will result in removal from the pool for the day.
3. Slip holders are allowed a maximum of **two pool guests** per slip, per day at the discounted rate of \$10 per day, each. Any additional guests will be charged the day pass rate of \$20. A slip holder must accompany pool guests **at all times**. Slip holders are responsible for the acts of their children and/or guests.
4. No lifeguard is on duty. **All swimmers swim at their own risk**. A parent or supervising adult (18+) must be present at all times with the child under the age of 16. **No unsupervised children are allowed at the pool at any time**. Non-potty trained children must wear swim diapers to enter the pool.
5. All children under the age of 16 must leave the pool area by 7:00 pm.
6. No running, boisterous or rough play is allowed within the swimming pool, the pool enclosure or in front of the pool enclosure at the spillway for the waterfall. Inflatable pool toys are not allowed in the pool.
7. Ball play (catch) is not allowed in the pool area.
8. **No outside food or beverage of any kind can be brought into the swimming pool enclosure**. Cans, bottles, coolers and other food and beverage containers are not allowed inside the swimming pool enclosure.
9. **No food or beverage of any kind is allowed in the pool at any time**. Violation of this State regulation may result in removal from the premises.
10. **No alcoholic beverages are allowed to leave the confines of the pool area**. Guests are not permitted to take alcoholic beverages back to their slip, nor are they permitted to travel from one restaurant to the other with alcoholic beverages. Violation of this policy will result in removal from the premises.
11. **There is NO SMOKING/VAPING permitted inside the pool gates**.
12. Everyone must shower before entering the swimming pool.
13. Spitting, spouting water and blowing one's nose is not allowed in the swimming pool.
14. No pets or animals of any kind are allowed within the swimming pool enclosure except for seeing-eye dogs.
15. No person with an infection or communicable disease or with open lesions, blisters and/or cuts or rashes shall enter the swimming pool.
16. **THE SWIMMING POOL IS THREE (3) FEET DEEP AT THE SHALLOW END AND FOUR (4) FEET DEEP AT THE DEEP END. DIVING AND/OR FLIPPING INTO THE WATER IS STRICTLY PROHIBITED.**
17. With the exception of eyeglasses, sunglasses, watches and electronic devices, no glass of any kind is allowed within the swimming pool enclosure.
18. No golf carts or other motor vehicles allowed beyond the fences other than working HL employees.

**SERVICE OF ALCOHOLIC BEVERAGES**

**OUR BARTENDERS HAVE BEEN TRAINED AND CERTIFIED IN ACCORDANCE WITH R.I. GENERAL LAW 3-7-6.1**

No slip holder or any one of his or her family and no slip holder's guest is allowed to enter or to remain within the pool enclosure who, in the sole opinion of the bartender or pool operator, appears to be in an alcohol impaired state. If anyone refuses to leave the pool enclosure when requested pursuant to this Regulation, the pool privileges of that slip holder or the pool privileges of the slip holder responsible for the person who has refused to leave will be permanently revoked.

**PLEASE REVIEW THE SLIP HOLDER AMENITY - POOL PASS RULES + REGULATIONS CAREFULLY. PLEASE SIGN AND RETURN THIS DOCUMENT WITH YOUR 2021 CONTRACT, ACKNOWLEDGING YOUR REVIEW.**

\_\_\_\_\_  
Slip Holder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Slip Holder

\_\_\_\_\_  
Date