

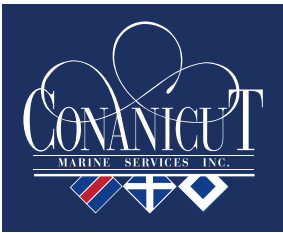
LAUNCHING AND SPRING COMMISSIONING CONTRACT

2019

Conanicut Marine Services Inc. | 20 Narragansett Avenue, Jamestown RI 02835
kevin@conanicutmarina.com | (401) 423-1556 x 210 | (401) 423-7159 (fax)

BOAT OWNER _____ MOBILE PHONE _____
 ADDRESS _____ FAX NO. _____
 CITY _____ STATE _____ ZIP _____ EMAIL _____
 NAME OF BOAT _____ WEIGHT _____ REG. OR DOC. NO. _____
 DRAFT _____ KEEL SHAPE _____ BOAT YEAR _____ BOAT MAKE _____
 COMBINATION _____ KEYS/LOCATION _____ **LOA** _____ BEAM _____
 ENGINE OR OUTBOARD MAKE _____ YEAR _____ MODEL & H.P. _____
 VESSEL INSURER _____ POLICY NO. _____ EXP. DATE _____
 APPROX. SPRING LAUNCHING DATE REQUESTED _____ READY TO USE DATE _____

PLEASE CHECK DESIRED SERVICES <i>Remember to multiply per foot rate by vessel LOA (20' MINIMUM CHARGE)</i>		CODE	UNITS/PRICE	TOTAL
LAUNCHING	<input type="checkbox"/> From owner's trailer on dock (minimum \$190)	301	Ft. @ \$9.50	\$
	<input type="checkbox"/> From owner's inspected trailer plus pickup at residence	302	Ft. @ \$12.50	\$
	<input type="checkbox"/> From residence on stands	303	Ft. @ \$13.25	\$
	<input type="checkbox"/> From residence	303T	Ft. @ \$18.50 + list	\$
	<input type="checkbox"/> Launch from CMS storage and deliver to CMS	305	PREPAID	\$
	<input type="checkbox"/> Line handling and towing to mooring other than CMS within the CMS mooring field	306	Ft. @ \$4.25	\$
	<input type="checkbox"/> Off-island transport, add tolls and round-trip miles	307	Miles @ \$5.25 + tolls	\$
	<input type="checkbox"/> Yacht transport over the road	LLMOVE	Ft. @ \$10.35	\$
SUMMER STORAGE	<input type="checkbox"/> Trailer storage from May 1 through October 30	322	Ft. @ \$13.75	\$
	<input type="checkbox"/> Trailer maintenance and RI inspection (required)	TRM	Time and materials	\$
	<input type="checkbox"/> Outside summer storage May 1–October 1	323	Ft. @ \$35.00	\$
	<input type="checkbox"/> Inside summer storage May 1–October 1	324	Sq. Ft. @ \$5.00	\$
MASTS STEPPING AND RIGGING <small>—Rates include checking lights, reinstallation of masthead gear, spreaders, boom and running rigging. Step mast, plumb, adjust shrouds to static tension and tape clevis pins.</small>	<input type="checkbox"/> Up to 23' —secured on deck	331	Ft. @ \$21.45 + materials	\$
	<input type="checkbox"/> 24'–29' —secured on deck	332	Ft. @ \$28.50 + materials	\$
	<input type="checkbox"/> 30'–33' —from CMS yard	333	Ft. @ \$37.50 + materials	\$
	<input type="checkbox"/> 34'–36' —from CMS yard	334	Ft. @ \$40.25 + materials	\$
	<input type="checkbox"/> 37'–41' —from CMS yard	335	Ft. @ \$52.00 + materials	\$
	<input type="checkbox"/> Over 42' —from CMS yard	336	Ft. @ \$56.00 + materials	\$
	<input type="checkbox"/> Transport mast with boat < 25.11' (other than CMS yard)	377	Ft. @ \$3.75 + miles	\$
	<input type="checkbox"/> Transport mast with boat > 26' (other than CMS yard)	338	Ft. @ \$2.25 + miles	\$
	<input type="checkbox"/> Sails, traditional, Yard to install up to 29'	339	Ea. @ \$209.00	\$
	<input type="checkbox"/> Sails, traditional, Yard to install 30' and over	340	Ea. @ \$425.00	\$
	<input type="checkbox"/> Sails, advanced systems, Yard to install	343	Time and materials	\$
	<input type="checkbox"/> Wash/clean/wax mast; clean/lube sail track 342 342A 342B 342C		Rate sheet	\$
COVER REMOVAL	<input type="checkbox"/> Remove shrinkwrap and recycle/dispose	351	Ft. @ \$7.40 + materials	\$
	<input type="checkbox"/> Owner to remove shrinkwrap but yard to recycle/dispose	352	Ft. @ \$3.00	\$
PAINTING	<input type="checkbox"/> Bottom—routine prep and apply one coat	356	Ft. @ \$29.50 + materials	\$
	<input type="checkbox"/> Special instructions		Time and materials	\$
CLEANING, WAXING	<input type="checkbox"/> Washing of deck and cockpit	361	Ft. @ \$8.25	\$
	<input type="checkbox"/> Clean and oil teak	362	Quotation	\$
	<input type="checkbox"/> Wash and wax cabin sides, cockpit, hardware and smooth deck surfaces		Rate sheet	\$
	<input type="checkbox"/> Wash and wax topsides (hull area between rub rail and water line)		Rate sheet	\$



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CALCULATE ALL PER FOOT RATES TIMES THE VESSEL'S LOA (20 FT. MIN. CHARGE)		CODE	UNITS/PRICE	TOTAL
COMMISSION VESSEL	<input type="checkbox"/> Engine only as necessary	371	Time and materials	\$
	<input type="checkbox"/> Commission all engines, all heads, domestic fresh water, plumbing, bilge pumps, sump pumps, lights and electric systems as necessary	373	Time and materials	\$
	<input type="checkbox"/> Commission outboard—customer drop off and pickup		Rate sheet	\$
	<input type="checkbox"/> Commission outboard—from storage and reinstall		Rate sheet	\$
	<input type="checkbox"/> Commission outboard—from storage customer pickup		Rate sheet	\$
	<input type="checkbox"/> Service outboard cooling system (rec. every two years)		Time and materials	\$
	<input type="checkbox"/> Sea trial and correct deficiencies	372	Time and materials	\$
	<input type="checkbox"/> Inspection of holding tank	HTD	\$35 + upgrades	\$
BATTERIES	<input type="checkbox"/> Charge, load test and connect	385	Time and materials	\$
	<input type="checkbox"/> Charge, load test and install	386	Time and materials	\$
	<input type="checkbox"/> Owner to install	387		\$ —
	<input type="checkbox"/> Replace batteries that fail load test		Time and materials	\$
PRIVATE MOORING SERVICES	<input type="checkbox"/> Raise and check to heavy chain. Install pennant and buoy	401	Ea. @ \$247.00 and mtl.	\$
	<input type="checkbox"/> Full service, as per Fall Contract	402	PREPAID and materials	\$
SPECIAL INSTRUCTIONS:				

TO AVOID ANY INCONVENIENCES, please submit charge card number for the total flat rate work indicated on the right. NO DATE WILL BE CONFIRMED WITHOUT RECEIPT OF PREPAYMENT IN FULL. Remaining charges will be charged to your card upon completion of work and copies mailed to the address listed on the top of page one of this form.

Charge my: VISA MC AMEX Discover

Card No.: _____

Exp. Date: _____ Sec. Code: _____

Street No. and Name: _____ Zip Code: _____

ON FILE RETAIN ON FILE

I have read and agree to all of the conditions, including those on page 3 of this agreement:

Owner's Signature

Deposit enclosed: \$ _____

Completed invoice will include summary of charges including:

Misc. supply: \$ _____

Environmental: \$ _____

Sales tax (mat. only): \$ _____

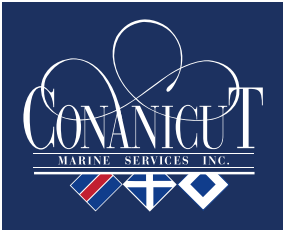
INVOICE ON COMPLETION = TOTAL: \$ _____

Thank you for using Conanicut Marine Services!

TERMS OF CONTRACT

1. ENVIRONMENTAL RESPONSIBILITY It is understood that Conanicut Marine Services is an environmentally friendly marina and boat yard and subscribes to and enforces pollution prevention procedures. It is further understood and agreed that the posted best management practices at CMS are to be followed. I understand that this list may not be complete and pledge that I will exercise common sense and judgment in my actions to insure that my activities will not deposit pollution, waste, or residues on CMS premises. I understand that failure to adopt pollution prevention procedures may result in expulsion from CMS and forfeiture of rental fees. I understand that I may elect to employ CMS to perform potentially pollution producing activities on my behalf in which case the responsibility for compliance with the best management practices is entirely theirs.

Terms continued on the next page. —————>



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- 2. LINE HANDLING** is the necessity to retrieve lines and/or fenders from within the vessel and to secure said vessel with same. If you are a CMS storage customer and/or a CMS seasonal mooring or dock customer this is, under normal circumstances, a prepaid service of your contract package.
- 3. DOCK LINES AND FENDERS MUST BE READILY AVAILABLE IN COCKPIT UPON LAUNCHING.** Any boat without lines or fenders, or with lines and fenders that are not adequate to secure the boat properly, will be provided lines at the owner's expense.
- 4.** The yard should have access to the inside of your boat at the time of launching and hauling. If they do not have either a key or combination, they may cut the lock and install a new one at the owner's expense should the need arise.
- 5.** Boat owners can plan to be present for hauling or launching. However, this will be done at the yard's convenience according to the weather, number of boats to be hauled or launched and any other work commitments. Boats will not be hauled or launched on holidays, Saturdays or Sundays. The yard will, however, attempt to stay as close as possible to the desired dates. In the event the boat will not be ready to launch on the requested date, the owner must notify the main office at least two days prior or the boat will be launched as scheduled.
- 6.** The owner shall be fully responsible for the watertightness of his boat upon launching and thereafter. Any pumping or checking by the yard, or use of yard pumps, will be charged at the current rate.
- 7.** When a boat is launched that does not berth in our marina, a maximum of 24 hours on a mooring will be provided free and thereafter the owner will be charged the regular mooring rate.
- 8.** Boats and gear are stored at the owner's risk. The boat and other property of the owner, his agents or guests are brought on the Conanicut Marina property at the sole risk of the owner, his agents or guests. Conanicut Marina will not be liable for any loss of, or damage to, said boat property from any cause whatsoever. This includes fire, theft, vandalism, deterioration, part failure, storm or ice damage. It is the responsibility of the owner to maintain insurance for the boat during the storage period.
- 9.** The "per foot" charges are times length over all (L.O.A.).
- 10.** The yard has the right to deviate from the flat rate schedule due to unusual or nonstandard circumstances and charge our normal hourly rate.
- 11.** Cradles, dinghies and trailers must be clearly marked with the owner's name and/or boat name for easy identification.
- 12. STORAGE** Owner agrees to pay Yard for storage of the Vessel at its prevailing daily rate for each day the vessel remains at Yard's facility more than five days after Owner is notified that work is completed.
- 13.** The owner and/or unpaid helpers may work on their vessel but not while the vessel is in lifting slings or while in any storage or repair building. All professional labor must be cleared by the yard. Owners must keep their work area around their boat in clean condition at all times and follow the posted best management practices to protect the environment from residues and hazardous waste.
- 14.** The owner agrees that a vessel stored at Conanicut Marina in excess of one year without the signing of a new storage contract and payment of the storage fee shall be considered as property abandoned by the owner, and upon thirty (30) days elapsing from sending a written notice by Conanicut Marina to the owner (to address on last contract), Conanicut Marina will then seek disposal of the vessel to satisfy the mechanic's lien granted and acknowledged by signature of this contract.
- 15. FURTHER WORK** All terms and conditions of this agreement shall be applicable to any further work done, or services provided, for the Vessel now or in the future, whether under this Agreement, or subsequent oral or written agreement, or otherwise.
- 16. CHARGES** Yard shall charge Owner at Yard's usual and customary time and materials rates. The parties agree that if a price is quoted on the reverse side it shall be considered an estimate only, unless followed by the notation "firm".
- 17. EXCULPATION** This contract does not constitute a bailment. Owner agrees to indemnify and hold harmless Yard, its officers, employees and agents, against and from claims due to loss, damage, or injury to persons or property occasioned by, or arising from, the duties assumed under this Agreement or the care, protection, or use of the Vessel (including her gear, equipment and contents) under any circumstances, including, but not limited to, fire, theft, vandalism, water damage, collision, or other cause, whether caused by the negligence of the Yard, its officers, employees, or agents, or otherwise. Owner's obligations to indemnify and hold harmless Yard shall extend to Yard's attorney's fees and costs incurred in defending covered claims.
- 18. LIMITED WARRANTY** Yard warrants its work for six months following completion, provided Yard is notified within such period of any defect and the Vessel is brought to Yard's facility for repair. Yard's limited warranty, however, does not extend to any machinery, equipment, or materials manufactured, or supplied, by others. ANY IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR SEAWORTHINESS, ARE LIMITED IN DURATION TO THE DURATION OF YARD'S LIMITED WARRANTY. Yard shall not be liable for incidental or consequential damages.
- 19. SECURITY INTEREST** In addition to those liens arising under state or federal law, Owner grants Yard a security interest in the Vessel, its engines, equipment, furnishings and other appurtenances, to secure sums due under this Agreement, including costs and attorneys' fees. This Agreement shall serve both as a Security Agreement and Financing Statement. In accordance with the lien granted, Owner further extends to Yard a license to board the Vessel, upon Owner's default and remove any machinery, equipment, or materials Yard provided or installed. This license shall be deemed coupled with an interest and so may not be revoked.
- 20. ATTORNEY'S FEES** Owner shall pay Yard's reasonable attorneys' fees and costs incurred in any dispute or legal proceeding arising from this Agreement or Yard's work on the Vessel, now or in the future, whether under this Agreement, subsequent oral or written agreement, or otherwise.
- 21. SERVICE CONTRACT** This Agreement is primarily a service contract for repair of the Vessel and any materials furnished by Yard are incidental to the performance of such repair.
- 22.** Bills will be mailed monthly and are due when rendered. A service charge of 1-1/2% per month (18% annually) and will be added to the fee balance 30 days past due. All bills must be paid in full prior to launching. Launching dates will only be given after any and all outstanding balances are paid in full.