

1. **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.
2. **DOCKLINES 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. The "per foot" charges are times length over all (L.O.A.).
9. The yard has the right to deviate from the flat rate schedule due to unusual or nonstandard circumstances and charge our normal hourly rate.
10. Cradles, dinghies and trailers must be clearly marked with the owner's name and/or boat name for easy identification.
11. **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.
12. 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.
 - a. Flaking bottom paint must be contained and collected for proper disposal.
 - b. Unused bottom paint must be contained and collected for proper disposal.
 - c. Waste oil must be disposed of properly in the provided container.
13. 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.
14. **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 subsequential oral or written agreement, or otherwise.
15. **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".
16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.**



20 Narragansett Avenue Jamestown, Rhode Island 02835 (401) 423-7158 Fax (401) 423-7159

2008 LAUNCHING AND SPRING COMMISSIONING

NAME			RESIDENCE PHONE
ADDRESS			BUSINESS PHONE
CITY	STATE	ZIP	CELL PHONE
NAME OF BOAT	REG.	L.O.A.	E-MAIL
DRAFT	BEAM	KEEL SHAPE	MANUFACTURER
LOCK COMBINATION	KEY LOCATION	DISPLACEMENT (WEIGHT)	
ENGINE MAKE	YEAR	HP	LAUNCHING REQUESTED WEEK OF
OUTBOARD MAKE	YEAR	HP	READY FOR USE (DATE)

Please check desired services. Remember to multiply per foot rate by vessel L.O.A. (20' min. charge)				TOTAL
				OFFICE
LAUNCHING	<input type="checkbox"/> From owner's trailer on dock, \$113.00 minimum	301	Ft. @ \$6.25	
	<input type="checkbox"/> From owner's inspected trailer plus pickup at residence	302	Ft. @ \$9.10	
	<input type="checkbox"/> From residence on stands, \$183 minimum	303	Ft. @ \$9.15	
	<input type="checkbox"/> From residence on cradle, \$390 minimum	304	Ft. @ \$20.00	
	<input type="checkbox"/> Launch from CMS storage & deliver to CMS	305	PREPAID	
	<input type="checkbox"/> Line handling and towing to mooring other than CMS Within CMS mooring field	306	Ft. @ \$3.20	
	<input type="checkbox"/> Off Island, add tolls and round trip miles	307	Mi. @ \$3.50 + tolls	
SUMMER STORAGE	<input type="checkbox"/> Trailer storage from May 1 thru October 30	322	Ft.. @ \$7.50	
	<input type="checkbox"/> Trailer maintenance and RI Inspection	TRM	Time and materials	
	<input type="checkbox"/> Boat storage (outside) from May 1 thru October 30	323	Ft. @ \$27.00	
	<input type="checkbox"/> Boat storage (inside) from May 1 to October 30	324	Sq. Ft. @ \$6.80	
MAST STEPPING & RIGGING Rates include checking lights, reinstallation of masthead gear, spreaders, boom & running rigging. Step mast, plumb, adjust shrouds to static tension and tape clevis pins.	<input type="checkbox"/> Up to 23' - secured on deck	331	Ft. @ \$12.30 + mtl.	
	<input type="checkbox"/> 24' - 29' - secured on deck	332	Ft. @ \$15.50 + mtl.	
	<input type="checkbox"/> 30' - 33' - from CMS yard	333	Ft. @ \$21.00 + mtl.	
	<input type="checkbox"/> 34' - 36' - from CMS yard	334	Ft. @ \$26.75 + mtl.	
	<input type="checkbox"/> 37' - 41' - from CMS yard	335	Ft. @ \$32.75 + mtl.	
	<input type="checkbox"/> Over 42' - from CMS yard	336	Rate Sheet	
	<input type="checkbox"/> Transport mast (other than CMS yard) & off island miles	338	Ft. @ \$4.75 + miles	
	<input type="checkbox"/> Sails <input type="checkbox"/> ,traditional, Yard to install up to 29'	339	Ea. @ \$94.00 + mtl.	
	<input type="checkbox"/> Sails <input type="checkbox"/> ,traditional, Yard to install 30' and over	340	Ea. @ \$160.00 + mtl.	
	<input type="checkbox"/> Sails, advanced systems, Yard to install	343	Ea. @ \$242.00	
<input type="checkbox"/> Wash, clean & wax mast; clean & lube sail track	342	Ft. @ \$5.50 + mtl.		
COVER REMOVAL Shrink wrap must be recycled. Bags available at ship store.	<input type="checkbox"/> Remove shrinkwrap and recycle/dispose	351	Ft. @ \$4.50 + mtl.	
	<input type="checkbox"/> Owner to remove shrinkwrap but yard to recycle/dispose	352	Ft. @ \$2.60	
	<input type="checkbox"/> Remove and dispose of cover (other than shrink wrap)	353	Ft. @ \$6.00	
PAINTING	<input type="checkbox"/> Bottom - routine prep and apply one coat	356	Ft. @ \$18.75 + mtl.	
	<input type="checkbox"/> Special instructions		Time and materials	
CLEANING, WAXING	<input type="checkbox"/> Washing of deck and cockpit.	361	Ft. @ \$5.75	
	<input type="checkbox"/> Clean and oil teak	362	Quotation	
	<input type="checkbox"/> Wash & wax cabin sides, cockpit, hdwr & smooth deck surfaces		Rate sheet	
	<input type="checkbox"/> Wash & wax topsides (hull area between rub rail & water line)		Rate sheet	
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 & 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"/> Seatrail	372	Time and materials	
	<input type="checkbox"/> Inspection of holding tank	HTD	\$35+ upgrades	
BATTERIES	<input type="checkbox"/> Yard to install	385	Time and materials	
	<input type="checkbox"/> Owner has but yard to install	386	Time and materials	
	<input type="checkbox"/> Owner to install	387		
PRIVATE MOORING SERVICES	<input type="checkbox"/> Raise and check to heavy chain. Install pennant and buoy	401	ea. \$175.00 + mtl.	
	<input type="checkbox"/> Full Service, as per Fall contract Mooring number____ Location_____	402	PREPAID + mtl.	

SPECIAL INSTRUCTIONS _____

TO AVOID ANY LAUNCHING INCONVENIENCES all house accounts must be current. Please submit charge card number for the total flat rate work indicated at the right. **NO LAUNCHING 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 above address.

Charge my: VISA MC Card # _____
 ON FILE RETAIN ON FILE Exp. _____

I have Read and Agree to the Conditions on Reverse Side _____
Owner's Signature

Deposit Enclosed \$ _____
 Completed Invoice will include summary of charges including:
 Misc. Supply
 Environmental
 Sales Tax (mat. only)

INVOICE ON COMPLETION = TOTAL



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Charge my: VISA MC Card ON FILE RETAIN ON

I have Read and Agree to the Conditions on Reverse Side _____
Owner's Signature

White-Office Copy Yellow-Yard Copy Pink-Mechanical Copy Gold-Customer Copy

Deposit Enclosed \$ _____
Completed Invoice will include summary of charges including:
Misc. Supply
Environmental
Sales Tax (mat. only)

INVOICE ON COMPLETION = TOTAL