



**POLICY AGREEMENTS FOR GUESTS UTILIZING THE MOORING AND DOCK FACILITIES OPERATED BY CONANICUT MARINE SERVICES INC.**

1. Lines for securing vessels shall be provided by Lessee and shall be of such size quality as to secure the boat safely for the protection of others. Lessee shall secure a pennant bridle, properly equipped with chafe hose, to the mooring line. Lessor may secure boats left insecurely tied, in the opinion of the Lessor, and Lessee shall pay for the services of Lessor accordingly. This provision does not impose any duty or obligation on Lessor.
2. When leaving on a trip in excess of one (1) day, Lessee shall notify the Marina dock master. Lessor shall have the right to use or rent the slip or mooring, for the account of Lessor during the absence of the boat therefrom. Lessee shall not sublet, transfer or assign the contract, or permit other vessels the use of the slip or mooring at any time. **Vehicles must be parked at our Taylor Point boatyard parking area for any overnight stay. See Dockmaster (401-423-7157)**
3. Lessee will be responsible to Lessor for the actions and behavior of his crew, guests and any others present on the premises of the Marina at the invitation of the Lessee. Slips, Moorings and Launch Service are occupied and used at the sole risk of the Lessee, his guests and agents and servants.
4. Lessee will operate his boat with due care for safety of other boats, property and persons, and will be responsible for damages and injuries which he, his guests, agents or servants, may cause to other persons, boats, or property in and about the Marina facilities.
5. Lessor reserves the right to remove the floating docks at any time the Lessor deems necessary. The Lessor shall not be obligated to refund any payment or re-install the floats after September 5th. It is further understood and agreed by the Lessee that in the event the Lessor determines that the floating docks are damaged (by wind, waves, fire, etc.) and are unsafe, CMS reserves the right to terminate all slip contracts. The Lessor has no obligation to refund any payment or to provide any berth to the Lessee, for the balance of the season. The Lessor however, will substitute a mooring and scheduled launch service if and when the slip contracts are terminated.
6. Boat Owner hereby agrees that in the event of an emergency, extra lines may be placed on the Boat Owner's Boat, the Boat may be moved, towed, pumped, hauled or any other measures taken to further the safety of the Boat, the boats and/or slips.

The Boat Owner agrees to pay any reasonable charges made by CMS, for such emergency services provided, however, CMS assumes no responsibility or obligation to perform such services.

7. **No open flames (i.e. barbeque grills), flammable remover or paint burners will be used, at any time, for any purpose, in and around the Marina facilities.**
8. All halyards must be tied away from the mast before leaving the boat.
9. Narragansett Bay is a NO DISCHARGE waterway. CMS offers weekday holding tank pump outs at your boat. Alert the dockmaster at 423-7157 to schedule this free service. Additionally the Town of Jamestown maintains two self service land based pump out stations on the Town Dock.
10. Recycling containers for cans & bottles are located at various locations about the marina facilities. Please use them. Spent drain oil, batteries, propane tanks, aerosol cans, florescent light bulbs and mercury filled float switches must be recycled separately. Alert the Dockmaster for instructions.
11. Unless the Owner shall procure the prior written consent of CMS, the yacht shall be removed and the slip or mooring vacated at contract end. Should the slip not be vacated or said yacht not removed, Owner agrees to pay to CMS the overnight dockage or mooring charge then in effect by CMS, for each day commencing after contract end. **Vessels awaiting winter haul out with CMS are exempt from these charges.**
12. **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.
13. **All subcontractor must provide a current certificate of insurance (Liability & worker's comp) to CMS and contractor's insurance must be maintained throughout the entire term of contract**
14. **Owner shall supply certificate of insurance naming Conanicut Marine Services, Inc. as additionally insured - email to [donna@conanicutmarina.com](mailto:donna@conanicutmarina.com) or fax to 401-423-7159**
15. A copy of your vessel keys must always be kept on board vessel for emergencies.
16. All terms on Reservation agreement will remain enforced as long as vessel is still located within marina perimeter.
17. REFUND POLICY: The following amounts shall be refunded if contract is canceled by owner:  
100% BEFORE 2/1    80% BEFORE 3/1    40% BEFORE 4/1    20% BEFORE 4/15