

2024 ALLEN HARBOR TENANT SUMMER CONTRACT TERMS OF AGREEMENT

THIS IS A LEGAL CONTRACT AND IS NOT TO BE MODIFIED IN ANY WAY

1. It is hereby agreed by and between the above-named boat owner (“boat owner”, “owner”, and/or “Tenant”) and the Town of North Kingstown (Town) that said Town will furnish a dock space for the Summer Season (May 1 thru October 31) to the owner of the above described boat for a fee of \$97.00 per linear foot for a North Kingstown resident and \$113.00 per linear foot for a non-resident determined by the length of the dock space or the overall length of the boat including appurtenances, whichever is longer. Please note that on “A” dock only, due to the electrification of the dock, the fee is \$108/foot for residents and \$125/foot for non-residents. In the case of a mooring assignment, the said Town will furnish a minimum of a 250-pound mushroom anchor and ground tackle including one (1) painter as appropriate for the size of the boat for a fee of \$51.00 per linear foot (\$1,100.00 minimum) for a North Kingstown resident and \$59.00 per linear foot (\$1,200.00 minimum) for a non-resident. It is further agreed and understood that the Town will provide for the water storage of (1) dinghy not greater than 12 feet for each mooring space and must display provided dinghy sticker.
2. It is understood and agreed that space be used only by the above-named individual boat owner to whom this agreement is issued, only for the above-described boat. It is further understood and agreed that any change in boat ownership, as such change affects said rental space, is subject to the approval of the Leisure Activities Department of the Town of North Kingstown. Should Tenant sell the boat and not wish to retain mooring/dock space, a prorated refund may be granted based upon the date that the mooring/dock space is filled from existing Wait Lists. In addition, the Town reserves the right to reassign and/or move slips or moorings for operational and/or safety reasons.
3. A non-refundable deposit of two hundred fifty dollars (\$250.00) must accompany this executed document to reserve space for the 2024 season. This fee is due by November 30, 2023 for tenants who have reserved a dock space or mooring. A minimum payment of ONE HALF of the remaining rental fee will be required by February 2, 2024. The BALANCE IN FULL is due and payable on or before April 5, 2024. If the boat owner fails to make payment as required herein, the Town may, at its option, terminate this lease, retain all payments as liquidated damages and re-lease the space to third parties. In any event, the boat owner will not be allowed to use their assigned mooring or dock space unless the fee is paid in full. Should the boat owner occupy space, without having made full payment as required, the boat owner agrees that the boat shall be removed in accordance with the Town of North Kingstown Code of Ordinances and the boat owner shall be charged all legal fees and boat removal costs. The Town reserves the right to assign all dock/mooring spaces in accordance with size, draft, and/or specification of each boat. It is hereby understood that any increase in size, draft, and/or specification of the owner’s boat may require reassignment of that space. It is also understood that any said reassignment is not guaranteed by the Town, but rather is subject to the availability of an alternative accommodating space.
4. It is understood and agreed by the boat owner, that the boat owner has entered into this agreement at his/her own risk and that the Town, its agents and employees, will not be responsible or liable for any claims and/or demands or loss to or of the above-described boat, it’s gear or any equipment and/or personal property of the boat owner, whatsoever, and for any injury to the boat, the boat owner, his agents, employees, family or guests. The boat owner hereby agrees that in consideration of the Town entering into this agreement that said Town, all Town agents, assigns, and employees are completely absolved and indemnified from any and all claims, demands and liability. It being also the intention of the boat owner, in consideration of the rental of the dock/mooring space, that said Town and all its employees, representatives, and assigns, will be protected and saved harmless from any and all losses, damages, expenses and liabilities for any reason whatsoever, on account of claims, liabilities to persons or property arising from or connected with boat owner’s possession and use of the space or the boat. The Town shall not be liable for any loss or damage by theft or otherwise to the boat and/or its contents while the boat owner is renting the space.
5. Owner, on his or her own behalf, and on behalf of his/her executors, agents, heirs, personal representatives, and assigns and each of them, hereby expressly releases and forever discharges the Town and its agents, employees, officials, and legal representative, in both their official and individual capacities, as well as their successors and assigns, from any and all claims actions, demands, and causes of action in law or equity for any and all liability for loss (including loss of life) or damages to person or property, including but not limited to damages caused by the Town’s own negligence, fire, theft, vandalism, wind storm, high or low waters, hail, rain, ice, collision or accident any other Act of God, or the acts of third parties, whether negligent or intentional. Owner shall be liable to the Town for any personal injury, loss of life, or property damage caused by the boat owner or on behalf of boat owner’s agents, servants, or invitees. Owner agrees that he/she and his/her vessel shall be responsible for any damages caused to any property of the Town as a result of any collision, impact, or otherwise by owner’s vessel

and Town property. Owner further agrees to defend, indemnify, and hold the Town harmless from any loss, cost, expense, claim or liability, including attorney's fees and costs of litigation and appeal, for any and all personal injury, loss of life, property damage, related in any way to owner's actions or property.

6. The Town requires that the boat owner maintains liability insurance of a form applicable to watercraft, with limits of a minimum of \$300,000 Bodily Injury and \$100,000 Property Damage; or \$300,000 combined single limit; or Protection and Indemnity coverage of \$300,000, **naming the Town as an additional insured on all insurance coverage. The boat owner shall provide a certificate of insurance** and the current insurance information as requested on the Tenant Contract. Boat owners shall be solely responsible for any damage done to any docks or other vessels, boats, or other equipment.
7. The Town reserves onto itself and shall have the right to terminate this agreement at any time for just cause (including breach of any provision contained herein) by giving the boat owner written notice to that effect by personal delivery or by certified mail addressed to the address shown above on this agreement; and said termination shall be effective forthwith. In the event of such termination, the boat owner shall vacate the dock/mooring space forthwith and shall be rebated pro rata the unused portion of any rental payment paid in advance, based on the date of actual removal of the boat from the dock space or mooring. Should the boat owner not remove the boat forthwith, the boat owner agrees that the boat shall be removed in accordance with the Town of North Kingstown Code of Ordinances and the boat owner shall be charged all legal fees and boat removal costs.
8. This lease may be renewed annually; said renewal must be made as required in clause 3 above; otherwise, the Town cannot guarantee space for the upcoming boating season and will seek to fill the space from the applicable Wait List. It is understood that the right of renewal is subject to the Town's continued ownership and maintenance of space areas and the good standing of the boat owner.
9. It is understood and agreed that all boats may not occupy space prior to **MAY 1st** and equipment will be removed from and about the area of the space by **October 31st of each summer boating season. There are absolutely NO EXCEPTIONS to this requirement!** Should the Tenant use of said facility extend beyond the Summer Season, the Tenant will be charged the transient dock space fee.
10. Boats on moorings shall at no time for any reason occupy any dock space. Boats on moorings may use the courtesy dock for the purpose of loading or unloading passengers and supplies, not to exceed the time of one half (1/2) hour, unless prior permission is received.
11. When vacating the dock/mooring space over forty-eight hours, the boat owner shall notify the ALLEN HARBOR MANAGEMENT. The Town shall have the right to use or rent boat owner's space for the account of the Town during the absence of the boat there from.
12. The boat owner will be responsible to the Town for the actions and behavior of his crew, guest, and any other person at the space of the boat owner and/or at the invitation of the boat owner.
13. It is understood and agreed that the boat owner will operate his boat with due care for safety of other boats, property, and persons, and will be responsible for damages the boat owner, his guests or agents may cause to other persons, boats, or property in or about the facilities. It is further agreed that the boat owner shall maintain his boat in a safe and seaworthy condition and shall be responsible for docking or mooring the boat safely. In addition, the boat owner shall comply with all applicable laws, ordinances, rules, and regulations including without limitation all applicable laws and regulations of the United States Coast Guard, United States Environmental Protection Agency, the State of Rhode Island and the Town of North Kingstown. The boat owner shall upon receipt of an invoice reimburse the Town for any costs incurred by the Town due to boat owner's failure to comply with such law, rule, or regulation.
14. It is understood and agreed that the boat owner is responsible for the removal of all refuse and trash from or about the dock space. It is further understood and agreed that the boat owner agrees not to disturb, interfere with, or offend, the Town, other boat owners, or their guests by creating a nuisance, throwing refuse on dock areas, etc.
15. Boat owners, Tenants, and any guests shall not dump waste oil in marina trash receptacles. Please contact Marina Staff for proper disposal. In addition, the boat owner shall be responsible for the use and disposal of hazardous materials according to the manufacturer's material safety data sheet (MSDS). The use of environmentally safe products (phosphate-free, biodegradable detergents and cleaning compounds for washing boats) is highly recommended at all times.
16. Allen Harbor is a no discharge zone. Overboard discharge of sanitary wastes heads and holding tanks is strictly prohibited. A free pump-out station is available in the Marina.
17. No fires or barbecues are permitted on boats in dock space and on docks.
18. The boat owner agrees that the Town shall have a security interest in and a lien upon the above-described boat for any and all monies due to the Town which are then outstanding, which lien and/or security interest may be enforced by possession and sale of the boat in accordance with applicable law, including with limitation, procedures set forth in G.L. 1956 (1969 Reenactment) S34-35-1 et seq., and any amendments thereto, or in accordance with the procedure set forth G.L. 1956 (1969 Reenactment) S6A-9-101 et sec. and any amendments thereto.

19. The Boat Owner shall not in any way modify the docks, moorings etc., without the express permission of the Town. Failure to do so shall be considered just cause for termination of the boat owner's contract.
20. The Boat owner agrees to abide by the posted Allen Harbor Marina Rules. Failure to do so shall be considered just cause for termination of the boat owner's contract. The Allen Harbor Marina rules include but not limited to the following: all dogs must be leashed at all times, footwear is required when walking on the docks, children under the age of 8 years must wear life jackets while walking on the docks, no fueling is allowed on the docks, no cleaning of dinghy bottoms allowed on the docks and Boat owner must notify the marina when out for the season.
21. The Town reserves the right to alter or amend the terms and conditions of this agreement by written notice to the boat owner or by display or publication of such notice on the marina premises.

I /WE UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS LISTED ABOVE:

OWNERS SIGNATURE

CO-OWNERS SIGNATURE (if applicable)

PRINTED NAME

PRINTED NAME

DATE

DATE (Revised 10-10-23)