



## 2019 DOCKAGE AND MOORING CONTRACT

Owner Name: \_\_\_\_\_ Boat Name: \_\_\_\_\_

Operator Name(s): \_\_\_\_\_ Email address: \_\_\_\_\_

Phone numbers: (H) \_\_\_\_\_ (W) \_\_\_\_\_ (C) \_\_\_\_\_

Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Sail/Power (circle) LOA: \_\_\_\_\_ LWL: \_\_\_\_\_ Beam: \_\_\_\_\_ Draft: \_\_\_\_\_ Year: \_\_\_\_\_ Mfr: \_\_\_\_\_

**DOCK AND MOORING RATES** (one parking pass and one dinghy tie-up will be provided per dock space or mooring)

| <u>Moorings</u>  |         | Daily   | Weekly  | Monthly  | Season (1, 4) |
|--|---------|---------|---------|----------|---------------|
| Per foot, minimum 35 ft. (25 ft. on seasonal)          |         | \$1.00  | \$6.00  | \$20.00  | \$50.00       |
| <b><u>Dockage</u></b>                                  |         |         |         |          |               |
| Per foot, including rudder, swim platform and bowsprit | <75 ft. | \$3.00  | \$18.00 | \$50.00  | \$125.00      |
|  | >75 ft. | \$4.50  | \$27.00 | \$75.00  | \$185.00      |
| Touch & Go (up to 3 hours) (2)                         |         | \$15.00 |         |          |               |
| Power (owner supplied cables)                          | 30 amps | \$10.00 | \$60.00 | \$200.00 | \$500.00      |
|  | 50 amps | \$15.00 | \$90.00 | \$300.00 | \$750.00      |
| Seasonal dinghy permit (3)                             |         |         |         |          | \$350.00      |
| Seasonal dry sail permit (3)                           |         |         |         |          | \$350.00      |

- (1) Vigilant or higher museum membership required for seasonal rates. Summer season is May 15 to October 15. Winter season is October 16 to May 14.
- (2) Touch & Go dockage up to three hours is free if stopping for a museum visit (subject to availability).
- (3) Dinghies may not exceed 12 feet. Dry-sailed boats may not exceed 15 feet and shall be kept on dollies.
- (4) HMM seasonal dockage and mooring rate does not include the July 3-4<sup>th</sup> holiday or The Herreshoff Classic Regatta August 23-25, 2019. During these dates the vessel must vacate the facility. July 3- 4<sup>th</sup> may be purchased at an additional fee (subject to availability).

|  |                         | No. of feet | Unit Price | Total |
|--|-------------------------|-------------|------------|-------|
| Dock ____  | Mooring ____            |             |            |       |
| Dinghy only ____   |                         |             | \$350      |       |
| Drysail only ____  | Summer ____ Winter ____ |             | \$350      |       |
|  |                         |             | SUBTOTAL   |       |
| Annual VIGILANT membership (required for seasonal rental): |                         |             | \$125      |       |
|  |                         |             | TOTAL DUE  |       |

Terms: a **non-refundable deposit for 50% of the total amount** is due with reservation. Full payment is due May 1, 2019.

\_\_\_\_ My check in the amount of \$\_\_\_\_\_ is enclosed made payable to Herreshoff Marine Museum

\_\_\_\_ Please charge my credit card in the amount of \$\_\_\_\_\_

Visa / MC / Amex (circle) Card No. \_\_\_\_\_ Exp. Date: \_\_\_\_\_ CVV: \_\_\_\_\_

Name of cardholder: \_\_\_\_\_

Address (if different from above): \_\_\_\_\_

I have read the attached General Rules and Conditions and agree to abide by them in their entirety. I understand that failure to comply with these policies, by myself, my visitors or contractors, may result in immediate termination of all privileges associated with this agreement. The Herreshoff Marine Museum ("HMM") reserves the right to determine if refunds of fees or membership in part or in full will be made if termination is deemed necessary by HMM.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## GENERAL RULES AND CONDITIONS

1. Summer season begins May 15 and ends October 15. Boats arriving before May 15 or departing after October 15 will be billed at member transient rates. Dry sail periods run from May 15 to October 15 and/or October 16 to May 14.
2. Slips/moorings and associated rights are non-transferable. Herreshoff Marine Museum (hereinafter referred to as HMM) reserves the right to rent slips/moorings to transient guests when not occupied by a contract holder. The contract holder agrees to notify HMM of his/her expected departure and return dates when gone overnight.
3. All vessels must have hull and liability insurance with a minimum liability limit of \$500,000. Proof of insurance must be filed with HMM prior to the start of the season and must list Herreshoff Marine Museum as "additionally insured".
4. HMM is not responsible for damages due to fire, storm, theft, wind, ice, acts of God, the work of independent contractors or any other cause. The owner agrees that HMM will not be held liable in the event of such occurrences.
5. HMM reserves the right to require that vessels leave docks and moorings should extreme weather conditions require.
6. The contract holder acknowledges that HMM makes no representations regarding the adequacy of water levels for ingress and egress. HMM is not responsible for damage resulting, directly or indirectly, from low water levels.
7. No outside labor or independent contractor work is allowed unless express written permission is obtained from the Chief Operating Officer of HMM. Contractors must provide proof of insurance prior to the commencement of work and must list Herreshoff Marine Museum as "additionally insured". All outside contractors must register with HMM and sign in/out daily.
8. No vehicles are allowed on the waterfront without the express written permission of the Chief Operating Officer of HMM.
9. In the interest of safety, HMM reserves the right to move any vessel at any time that HMM deems it necessary. HMM will make all efforts to notify the vessel owner/captain should the need arise to move the vessel. **Owner waives any right to compensation from HMM or its representative in the event the vessel is damaged while attempting to move her for safety reasons or otherwise.**
10. The use of electric power cords or extensions is at the sole risk of the user. HMM shall be exempt from any and all liability for damages or injury to any person or property caused by, or as a result of, the use of any electrical appliances.
11. All electrical shorelines, adapters, and dockside male plugs must be equipped with an acceptable ground and weather proofing in accordance with Article 555 of the National Code. In 220v/50amp systems, the neutral leg does not constitute a ground.
12. Dinghies must be properly maintained with permits visibly displayed and, when tied up in the water, left **with motors down**.
13. Dinghies left on docks or in slips may, at the discretion of HMM, be moved or hauled at the owner's expense. Dinghies still at the dinghy dock after October 15 will be hauled and stored at the owner's expense.
14. No open flames or barbecue grilling will be permitted on docks or boats at docks.
15. HMM provides no security protection and assumes no responsibility whatsoever for the safety of boats and/or equipment referred to herein, directly or indirectly.
16. Any vehicle parked in the HMM lots must have a permit which must be visibly displayed, and vehicles must be parked in designated parking areas. If vehicles are left overnight, a key must be left with the HMM office. **Any unpermitted vehicle, a vehicle associated with a seasonal renter parked in front of the Museum, or one left overnight without a key on file is subject to towing at vehicle owner's expense.**
17. Boat owners must provide proper dock lines and fenders to accommodate boat handling and care.
18. Dogs must be leashed at all times; owners must clean up after their pets. Pets are not permitted in Museum buildings.
19. No campers or mobile homes are allowed in parking areas.
20. All garbage and recycling is to be placed in the dumpsters and receptacles provided by HMM. No hazardous waste, including paint or oil, may be disposed of at HMM.
21. Overboard discharge of heads or holding tanks within the confines of the HMM mooring field or at the HMM docks is illegal and strictly prohibited.
22. All boat maintenance debris must be contained on board vessel and disposed of properly.
23. HMM property and waterfront may not be used for any commercial enterprise or for loading or unloading of bulk or commercial materials.
24. Boat owners and their guests shall not obstruct docks, driveways, or common areas.
25. HMM will not be responsible for the delivery of any mail or goods shipped to vessels in the care of HMM.
26. **HMM does not provide launch service; seasonal renters must have a tender which may be kept at the HMM dinghy dock.**

I agree to the above Rules and Conditions.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print name: \_\_\_\_\_