



Newport Shipyard

Yard & Dockage Agreement

1 Washington St. Newport RI 02840
Tel: (401) 846-6000 www.newportshipyard.com

Dock Office: Tel: (401) 846-6002

Fax: (401) 846-6003

Dockoffice@newportshipyard.com

Arrival Date _____ Departure Date _____

Vessel Name: _____ **Builder:** _____
Sail _____ Power _____ LOA _____ Beam _____ Draft _____

Electrica 20 Amp _____ 30 Amp _____ 50 Amp _____ 100 Amp Single Phase _____
100 Amp 3-Phase _____ 100 Amp 3-Phase 480 Volt _____
Number of Cords _____

Owners Name: _____

Phone Number: _____ E-mail _____

Billing Address: _____

City _____ State _____ Zip _____

Captain's Name: _____

Phone Number: _____ E-Mail _____

Cell Number: _____ Fax Number: _____

Address: _____

City _____ State _____ Zip _____

Emergency Contact _____ Phone Number: _____

Credit Card Details (must be filled out as guarantee)

MC _____ Visa _____ Amex _____ Discover _____

Card Number: _____ Exp. Date: _____

Name on Card: _____

CC Billing Address: _____

City _____ State _____ Zip _____

I hereby authorize Newport Shipyard to charge this credit card

Authorized Signature: _____ Date: _____

We ask that you please read the Rules, Regulations & Information packet attached to this agreement, and that you understand them fully before signing. If you have any questions please give us a call. Invoices are due upon receipt. All billings are subject to the R.I. State Sales Tax and a 4% Environmental Compliance charge. All accounts shall be paid prior to any vessel leaving the yard. A 1.5% service charge (18% annually) will be added to all balances 30 days past due. All legal and collection fees are the responsibility of the vessel owner.

I hereby acknowledge that I have received a copy of NSY's Rules, Regulations and Information and will comply with them.

Signature: _____ Date: _____

Office Use: Customer Number: _____ Boat Number _____ Initials _____

Newport Shipyard

Rules, Regulations & Information

Please keep for your reference

Dockage: Check-In time is 1:00 p.m. Check-Out is 11:00 a.m. Upon arrival contact the Dock Office on VHF channel 9 for your slip assignment. Customer agrees to pay the applicable dockage, utility and environmental compliance charges during the vessel's stay.

Vessels may be required to go stern to from time to time.

A 50% deposit based on the initial expected stay is required at time of reservation. Payment in full for reservations of 3 days or less is required.

Refund policy is as follows: 30 Day notice 95%, 21 Days 75%, 14 Days 50%, 7 Days 25%, Less than 7 days or no shows 100% forfeit the deposit.

All accounts must be paid in full before the vessel leaves the Marina.

Insurance: All vessels must provide a valid insurance certificate to be kept on file with the Dock Office along with a valid boat registration. The Marina is not responsible for fire, theft, vandalism, wind, snow, and ice or water damage to any vessel or tender. The vessel owner agrees to hold the Marina harmless in the event of such occurrences.

Parking: Parking passes are available at the Dock Office, which must be displayed on the rearview mirror. All vehicles are required to have a valid pass or the vehicle will be towed at the owner's expense. The yard must be able to move a vehicle at all times, this requires that a cell phone number be clearly visible on all parking passes. Additional pay to park is available at the Gateway Visitors Center.

Electricity: Dockside receptacles are provided by the Marina. Shore power cables/adaptors are available through the Dock office. They will be assigned to the vessel and MUST be returned to the Dock office. If not returned a fee will be charged to the vessel.

Water: Vessels hooked up to dockside water must have a water pressure regulator & gauge at the dock end of the faucet. All hoses must have a shut off nozzle. Water must be turned off when you leave the dock.

Tenders: No dinghy or inflatable shall be left in a slip or on the dock while the primary vessel is away overnight, unless other arrangements are made. At no time may tenders be left on the dock or finger.

Atmospheric Conditions: In the event of a storm, vessel owners are solely responsible for damage prevention measures. The Marina will attempt, if possible, to provide these services on a first come first serve basis. In case of emergency, the Marina may require a vessel move to a different slip or require that a vessel leave the dock. Any damage done to the dock or vessels are the responsibility of the vessel owner.

Winter storage is from November 1st to April 30th. Vessels stored beyond the term of winter storage agreements are subject to the land storage rates. After November 1st all dockside electricity and water may be shut off. All vessels not contracted for winter storage that remain in the water beyond November 1st will be charged the standard dockage rate and utilities.

Pets: Pets must be on a leash at all times. Owners are responsible for the pet's safety and clean up.

Trash, Waste and Oil Disposal: All garbage must be placed in plastic bags and put in the dumpster. There is paper and plastic recycling bins through out the Marina, please take advantage of them. Nothing can be thrown into the water. No discharging of sanitary waste in the Marina. No discharge of oil, spirits, liquids or oily bilges into the water. Please see the Dock Office for more information on disposing of trash, waste and oil.

Alterations: No alterations shall be made to the docks, pilings, electric, phone, television or water systems provided by the Marina. No supplies, material accessories or debris shall be left on the docks at any time.

Extended Work: The customer agrees that the service work requested and performed by NSY is necessary and proper to the preservation of the vessel in a seaworthy condition. NSY reserves the right to suspend work on any of the tasks described in the attached work order or change orders thereto, when in the judgment of NSY the amount of work and/or materials necessary to complete the work exceeds NSY's or the customer's original assessment of the scope of the work needed to complete the work order to a standard which is normal and customary on yachts similar to the customer's. In such event, Condition reports will be completed and NSY will meet with the customer to discuss the increased scope of work and materials and obtain additional authorization based on the Condition reports, in the form of a change order, to complete the necessary work.

Terms of Payment Yard Work:

50% deposit based on the initial assessment of work to be done is required. Progress invoices will be issued weekly. (25% of the deposit collected will be held and applied to the final invoice; the remaining 75% will be applied to the weekly invoices evenly).

Payment is due upon receipt. If payments are delinquent work will cease until the account is current. Account balances must be up to date before vessel will be launched or leaves the Marina.

A 1.5% (18% annually) monthly service charge will be added to balances 30 days past due. All legal and collection expenses are the responsibility of the vessel owner.

Collections: Work performed at NSY is performed on a "cash when invoiced" basis. The Customer agrees to pay all costs and expenses incurred by NSY in any action taken to enforce any obligations owed hereunder and the payment of any sums due and payable by the customer to NSY for purchases, services rendered and materials supplied. The customer agrees that NSY shall have a Possession and Maritime Lien upon said boat, its equipment and motor for the amount of the charges for repair, labor, materials, supplies, storage space, launching and such other services as may be provided. The customer agrees the NSY may haul the vessel without process of law, if it deems that the most economical and convenient means of holding the vessel until the account is paid in full. The customer agrees and stipulates that charges arising from service upon the vessel or storage shall in every instance give rise to a Maritime Lien. It is further agreed that should NSY elect to deliver possession prior to full payment of such charges, NSY shall have a security interest in such boat and the proceeds including expenses incurred by NSY in any action to collect unpaid charges not paid when due. The customer and NSY agree and stipulate that no release of possession of vessel by NSY shall be construed as or operate or create a waiver or surrender of any rights or remedies hereunder.



Newport Shipyard

2009 Rates

One Washington St. Newport RI 02840
 Main Tel: (401) 846-6000 Fax(401) 846-6001
Info@Newportshipyard.com
 Dock Tel: (401) 846-6002 Fax(401) 846-6003
Dockoffice@Newportshipyard.com
www.Newportshipyard.com

DOCKAGE

Daily

January 1st - April 14th	\$2.00 /ft/night
April 15th - May 14th	\$3.50 /ft/night
May 15th - September 30th	\$4.95 /ft/night
October 1st - October 31st	\$3.50 /ft/night
November 1st - December 31st	\$2.00

Monthly

January 1 - April 14th	\$60.00 /ft/month
April 15th - May 14th	\$100.00 /ft/month
May 15th - September 30th	\$130.00 /ft/month
October 1st - October 31st	\$100.00 /ft/month
November 1st- December 31st	\$60.00 /ft/month

"Touch & Go" 4 hr max \$2.50 /ft

Hourly

All Trades and Yard Services	\$85.00 /hr
Mobile Service (including to/from Yard)	\$95.00 /hr
Vessel Movement/Towing Service 1/2 hr min	\$250.00 /hr
Forklifts etc. (with operator)	\$130.00 /hr
Diver Services	\$150.00 /hr
Project Management Services	\$95.00 /hr
50 Ton Crane (with operator) 1/2 hr min	\$250.00 /hr
Scissor Lift (1day min)	\$150.00 Daily
(pick-up/delivery charge extra)	\$750.00 Weekly

Hauling & Launch

70 Ton Lift	\$15.00 /ft
330 Ton Lift (Vessel equal to 200T or less)	\$22.00 /ft
330 Ton Lift (Greater than 200T Vessel)	\$30.00 /ft
Short Haul & Survey (w/3 hours on hard)	
70 Ton	\$20.00 /ft
330 Ton (200T& less)	\$32.00 /ft
330 Ton (201T& over)	\$45.00 /ft
Blocking	\$5.00 /ft
Blocking 70T & over	Quoted
Bottom Wash	\$5.00 /ft

Power

20 amp	\$12.00 /night
30 amp	\$20.00 /night
50 amp	\$30.00 /night
100 amp	\$60.00 /night
100 amp 3 phase	\$105.00 /night
Hardwires up to 480 volts 3 phase	
Generators for European Power Requirements available	

Communications

Phone Jack	\$10.00 /night
Cable TV	Complimentary
Wireless Internet	Complimentary

Land Storage

Container Storage 20 ft	\$50.00 /night
40 ft	\$50.00 /night
20 ft	\$1,050.00 /month
40 ft	\$1,275.00 /month
Trailer	\$50.00 /night
Outside Land Storage	\$3.00 /ft/day
Multi-Hull outside	\$4.00 /ft/day
Inside Land Storage	\$4.00 /ft/day
Multi-Hull inside	\$5.00 /ft/day
Spar	Rigged \$2.50 /ft/day
	Stripped \$1.75 /ft/day
Winter Storage Available	Quoted

Other Services

Work Float Rental	\$50.00 /day
60 Ton Hydraulic Transporter	\$400.00 /move
Stepping & Unstepping Mast	Quoted
Irregular shaped or excessively fouled hull	Quoted
Hang in slings overnight	Quoted
Container Rental 20ft	\$1,050.00 /month
(w/110 volt outlets) 40ft	\$1,275.00 /month
Cooling Tower Rental	\$130.00 /day

Normal working hours are Monday - Friday 7:30 a.m. to 4:00 p.m.

Rush work, emergencies and work done outside of normal working hours are at 1.5 times the posted rate

Other equipment charges may apply

ALL SUBCONTRACTORS MUST HAVE PROPER INSURANCE AND ARE SUBJECT TO A SERVICE CHARGE

~All invoices are subject to a 4% Environmental Compliance Charge~

Rates are subject to change without notice.

Effective January 1, 2009



Newport Shipyard

Dear Customers and Subcontractors,

The EPA, DEM, OSHA, Fire Marshall and other regulatory bodies have stepped up their efforts for all of us to comply with many regulations. Please note that we will be enforcing the following for all customers and subcontractors.

- All operations requiring the sanding, stripping, or grinding of paints **must be done in a manner that contains the dust and debris** generated by the operation. This can be with self-containment equipment such as a high quality vacuum sander or by tenting including ground cover and containing all dust and particles generated by this operation.
- No one is permitted to grind, cut, or drill **lead**. Please contact the yard should any of these activities be required. Grinding, cutting, or drilling of lead must be done in a manner that contains 100% of the lead particles and sent to a properly licensed facility that handles this material in accordance with all applicable laws and regulations.
- All full or empty **Aerosol cans** are regulated and **cannot** be put into the **regular trash**.
- All **rags** used to wipe solvents are regulated to be disposed of properly and not put into the regular trash.
- All used poly film and/or shrink wrap must be recycled. Bags are available in the ships store.
- Any **ladder** used to board a boat while on land **must be tied off** at the foot and the top of the ladder and must extend a minimum of three feet above the sheer or transom that you are climbing on to at an angle of approximately 75 degrees. Newport Shipyard will dispose of any ladder found not to comply with CFR 1926.1053 (27)(b)(1), and/or any ladder with broken or damaged rungs or any unsafe conditions.
- **Used oil, filters and oily rags** are regulated and **must not** be put into the trash.
- Contractors are required and customers are encouraged to wear proper safety equipment including eye protection and respirators when working on their own or on customers' boats.
- All subcontractors, vendors and customers **must wear safety glasses** while in any of our storage or shop buildings for any purpose.
- All subcontractors must have proof of current workers compensation, auto and liability insurance filed in the office and need to sign in to and out of the property. All subcontractors must comply with all applicable state and federal laws and regulations.
- There is no smoking in any building at any time.
- Old batteries are to be taken to the electric shop to be recycled.
- Customers are not permitted into the waste shed without a Newport Shipyard representative present. No one less than 18 years old will be permitted in the waste shed at any time.

Any substance that has been identified as regulated must be disposed of properly, and cannot go into the regular trash. Please bring these items and any other items that you feel are inappropriate for the normal trash to Rich Franklin. All these materials should be in appropriate containers and labeled as to the contents.

If you have any questions about these rules please feel free to call.

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