

**SPACE RESERVATION
NEWPORT BROKERAGE SHOW**

(401) 849-3137 (401) 849-0620 fax

SEPTEMBER 16th – 19th, 2010

at Newport Shipyard, Newport, RI

BOAT NAME: _____

BOAT DESCRIPTION: _____

COMPANY: _____

EMAIL AND PHONE NUMBER: _____

CAPTAIN'S EMGERENCY CONTACT #: _____

LOA: _____

BEAM: _____

DRAFT: _____

2010 RATES

Dockage:

36' feet and under:	\$1,800
37' – 44':	\$1,975
45' – 53':	\$2,325
54' – 60':	\$2,575
61' – 70':	\$2,775
71' – 90':	\$3,275
91' - 110:	\$3,825
111' - 130:	\$4,425
131'- Larger:	\$5,225

Dockage Total:

\$ _____

Electric:

30 AMP:	\$ 200/show
50 AMP:	\$ 400/show
100 AMP:	\$ 215/day x 6 days
3 phase:	\$ 220/day x 6 days

Electric Total:

\$ _____

Total Due:

\$ _____

Please make check payable to Newport Brokerage Boat Show LLC. A deposit of 50% is due with this contract. *The total shown is payable in full by August 16, 2010.*

Credit card payments are accepted, please call.

You should be prepared to arrive at the Newport Shipyard on TUESDAY, SEPTEMBER 14th Beginning at Noon (Your exact time will be advised). Move in time and slip assignment will be provided prior, and please try and be on time, as we have many boats to move in. Your Broker will have your assignment as well.

When you arrive in Newport Harbor please contact the BROKERAGE SHOW on VHF Channel 71.

DEPARTURE: Departure time from the Show is **MONDAY MORNING SEPTEMBER 20TH BEFORE 7:30 AM!** In the event of severe weather during the Show, your yacht may need to be moved. YOU ARE REQUIRED TO HAVE SOMEONE AVAILABLE; YOUR BOAT IS YOUR RESPONSIBILITY!!!!!!

ANY BOATS LEFT IN THE MARINA AFTER 10 AM WILL BE CHARGED FOR AN ADDITIONAL DAYS DOCKAGE, this charge will be issued to the Brokerage firm.

CONDITIONS, RULES AND REGULATIONS

The NSY nor SHOW are not responsible for loss or damage to any boat within the confines of the marina. The owner of any vessel is totally responsible for any damage sustained by any boat or by marina property arising out of the operation of his vessel, or the actions of himself or his crew, including oil spills from pumping bilges

In the event of a **STORM OR HURRICANE WARNING OR WATCH** the NSY and SHOW may instruct the marina to be cleared of all vessels. It is the responsibility of the owner, prior to evacuation time, to make arrangements for safe harbor for his vessel. Should he not move his vessel, Yard, NSY or SHOW personnel MAY, ON A GOOD WILL BASIS ONLY, HELP secure it as best they can given the conditions. NSY and SHOW assumes absolutely no responsibility for any damage incurred by any vessel left on its premises caused by windstorm or related weather conditions.

The Owner shall with final payment to the Show provide a copy of the vessels insurance with Newport Brokerage Boat Show LLC as an "additional insured" on said policy. Neither NSY, nor Show, nor their representatives or agents (the "Indemnified Parties") shall be liable or responsible for any injury to Exhibitor, or is employees, guests, or visitors while within the confines of the Exhibit Space, or while any boat (or boarding device thereto) which the Exhibitor has in the water at the Boat show; nor shall they be liable for the loss or damage to any goods from any cause whatsoever while the same are in transit to and from the Boat Show, or while they are located in the Exhibit Space. Exhibitor hereby indemnifies and holds the Indemnified Parties harmless from any and all such claims, liabilities, damages and expenses (including attorneys' fees) arising from the foregoing injuries, losses or damages. The indemnity provisions contained herein shall survive the expiration or earlier termination of this Agreement. Exhibitor shall be responsible at its expense for obtaining general liability insurance with minimum limits of \$1,000,000.00 per occurrence and shall provide a certificate of such insurance not less than 15 days prior to show opening naming NSY and Show as additional insured.

Failure to provide said insurance will exclude the vessel from entering the show and or dockage, and any fees paid for same will not be reimbursed.

NO EXCEPTIONS WILL BE MADE.

In summary, the safety of the vessel, including safe conditions for display to the public shall be the sole responsibility of the owner.

All conditions of the Newport Shipyard, Newport Brokerage Boat Show LLC "Terms of Agreement" attached and herein apply and are part of this Agreement.

I hereby certify that, to the best of my knowledge, the above information is true. I hereby acknowledge that I have been furnished with a copy of this document which includes the Rules and Regulations of NSY and SHOW. I do hereby accept the conditions, rules and regulations specified on pages 1 and 2 and will comply with them. I do further acknowledge that continued dockage at NSY facility and during the SHOW will be denied if these provisions, conditions, rules or regulations are violated.

Signature

Date

SHIPYARD RULES AND CONDITIONS OF DOCKAGE

1. The word "MARINA" or "YARD" is used herein to identify the facilities, docks, and premises of NSY. The word "SHOW" is used herein to identify the Newport Brokerage Boat Show, LLC. The word "CUSTOMER" or "OWNER" is used to identify the owner of any vessel within the confines of the yard, his guests and any person in his employ.
2. ALL BILLS SHALL BE PAID PRIOR TO ANY VESSEL LEAVING THE YARD. ACCEPTABLE METHODS OF PAYMENT ARE CASH, BANK WIRE TRANSFER, OR CHECK MADE PAYABLE TO: NEWPORT BROKERAGE BOAT SHOW LLC.
3. NSY and SHOW shall have a lien against the vessel described in the dockage agreement, her appurtenances and contents, for unpaid sums due for the use of dock or other services or materials, or for spills or damage caused or contributed to by boat or owner. The owner is hereby notified that the yard is entitled to the lien and other remedies provided by R.I.G.L. section 34.46.
4. When a vessel enters the marina, it immediately comes under the jurisdiction of yard management and shall be berthed and maneuvered only as directed. The yard reserves the right to move any boat in the absence of the owner or captain should the need arise.
5. (a) Narragansett Bay is a zero sewage discharge zone and such acts are punishable by fines.
(b) There are several pump out facilities locally — please inquire.
(c) All permanently installed sewage systems on vessels must be either approved Type I or Type II Marine Sanitation Devices, or must be locked off while the vessel is down. Showers and toilets are provided ashore, therefore violations of the health code will be reported to the appropriate agency without warning.
6. NSY and SHOW are committed to the preservation of the local water, land and air quality. All customers and crew members are required to obey the following rules:
 1. Keep Trash from entering the water.
 2. Dispose of all hazardous chemicals, oils, oil filters, coolant, paint, solvent, and spirits in the appropriately marked containers provided.
 3. Report any spill, no matter how small, to the office.
7. No work may be done to any vessel in the marina without the approval of the yard office. No subcontractor will be permitted to work in the yard without prior arrangement. Authorized subcontractors will be required to supply proof of insurance and necessary licenses with the office before starting work.
8. Due to environmental regulations the yard does not undertake to fuel vessels in the facility. Fuel trucks will be permitted on the premises as a convenience to the owner and must be put on board by an authorized crew member. The owner is totally and inescapably responsible for any damage or clean up charges that result from an oil spill. Special attention must be given to fueling in view of the harsh penalties for pollution and the zealous enforcement of the law by environmental agencies. The yard reserves the right to levy a surcharge on fuel deliveries. Fuel company must show proof of insurance and meet state and federal permitting requirements.
9. Any and all work is undertaken by the yard will be on a strict time and materials basis per posted rates unless specified otherwise in a separate written contract. A guarantee of delivery by a specific date may not be assumed unless specified in a separate written contract.
10. Any and all billings are subject to RI. State Sales Tax and 1.5% environmental and liability insurance charges.
II. All electrical connections made by the customer to marina electrical receptacles shall be in accordance with accepted marine practice. The marina reserves the right to refuse electricity to any boat that is, in the opinion of the management, not equipped in a safe fashion.
12. Children under the age of twelve are not permitted on marina premises except under the immediate supervision of an adult.
13. Any animals belonging to customers will remain leashed and supervised at all times. Any animal found tied and unattended will be considered abandoned and disposed of accordingly. The owner of any animal on yard premises is responsible for cleaning up after it, and for any damage or injury it may cause.
14. The owner of any boat in the marina is responsible for the actions of himself, his guests and those in his employ. It is his responsibility to acquaint all those associated with the vessel with the provisions, conditions, rules and regulations specified in this document and to ensure compliance with them. Failure to do so will result in the immediate termination of all work on that vessel and the ejection of the vessel from the marina after all charges are paid.
15. No vehicles on premises.
16. Customers are advised that it is prohibited for any unauthorized person to solicit business or offer for sale goods, merchandise or services within the marina.
17. The unauthorized use of any yard or marina equipment, tools or facilities by any crew member, guest or owner is totally forbidden. In the interest of safety, the use of proper footwear is required of all persons within the confines of the yard.
18. The use of the marina address or telephone numbers for private business purposes without prior arrangement is forbidden.
19. In the event that any portion of this Agreement shall be deemed to be in violation of U.S. law or R.I. law, said portion, and said portion only, shall be deemed null and void, and the balance of the Agreement shall be interpreted in accordance with the laws of RI and the laws of the United States.
20. The company does not lend or rent tools or equipment.
21. The owner shall be responsible for and shall pay any and all reasonable attorney' fees at the trial level, as well as the appellate level, together with any costs and! or other charges incurred by the company in the enforcement of any of the provisions of this Agreement.

22. Any vessel left unattended in the confines of the yard remains the sole, inescapable responsibility of the owner. The yard assumes no liability for any loss or damage arising from any cause other than such work being performed by the yard at that time; and the responsibility for the care, custody and control of the vessel remains that of the owner unless relinquished to the yard by separate written contract. If a vessel has a professional or paid crew, that individual or those individuals should be on the vessel or nearby where that person can monitor the vessel and take immediate action necessary to prevent loss or damage.

23. It is the owner's responsibility to ensure the yard, NSY or SHOW can reach either himself or an authorized representative at all times. In emergency situations, should the yard not be able to reach the owner or an authorized representative, the owner authorizes the yard to act in what they deem to be his best interests. The owner understands that in this situation the yard, NSY or SHOW assumes no responsibility whatever for any damages from any cause. Further, the owner agrees to be responsible for all charges incurred. Any vessel that is in the confines of the yard for more than sixty days, during which time the yard has been unable to communicate with the owner, will be deemed abandoned. Steps will be taken to obtain title to the vessel and the vessel will then be disposed of by means as provided for by law. Any agreement made to offset these conditions MUST be specifically stated in a separate written contract.

24. Yard, NSY and SHOW insurance covers only those items of equipment and property actually owned by the Yard and SHOW. Therefore an owner shall keep all his insurance in force while his property is in the yard or on display at the SHOW, and should check with his insurance agent to see if any additional coverage is needed.

25. Crew members are prohibited from painting articles on the dock or bulkheads, or anywhere on the premises without prior permission.

26. The unnecessary operation of engines in slips is not permitted. Load-testing engines by running in gear while made fast to marina docks is strictly forbidden.

27. The use of a vessel or dock within the confines of the marina for the purpose of drying laundry is forbidden.

28. The use of marina docks or buildings for the storage of gear, accessories, materials or supplies is prohibited without prior arrangement.

29 These conditions, rules and regulations are subject to change without notice.