Last Name:	
First Name:	
Slip:	

For Office Use Only	Date	Amount
Total Due		
Deposit		
Balance Due		
Insurance Certificate on File		

## **Providence Marina**

17 Bridge Street Providence, RI 02903

Phone: 401.369.7547

Email: providencemarina@gmail.com

## **Boat Slip Rental Agreement – Summer 2025**

Boat Name:	Length:	Make:
Year: Registration/Document No	.: Draft:	Beam:
Owner(s):		
Home Address:	City	
State	Zip:	
Home Telephone Number ( )	Email:	
Business Address:	City	
State	Zip:	
Business Telephone Number ( )		
Rates:  a. Summer (May 1st to October 31  b. Winter (Novem	st) nber 1st to April 30th)	
Length:Rental	Fee:Amou	nt Due:
I HEREBY ACKNOWLEDGE THAT I HAVE REATERMS AND CONDITIONSOF THIS BOAT SLI		
	- <del></del>	OWNER (herein "Renter
DATE		
Providence Marina, LLC (herein "Providence Marina")		
Ву	DATE	

**Initial:** 

1.	Term The Boa	t Slip Rental Agreement is for the season initialed below:					
	a. S	Summer (May 1 <sup>st</sup> to October 31 <sup>st</sup> )					
	b. \	Winter (November 1st to April 30th)					
2.	<u>Calculation of Rents.</u> The rental fee per season for each boat shall be calculated by overall length of to boat. The overall length of the boat shall include bow spirits, bow pulpits, swim ladders, and any other object which protrude from the boat and/or extend the length of the boat. Rental Fees for each season shall be follows:						
	er season, which r	pats will be charged at a rate of One Hundred and five (\$105.00) Dollars per foot for ental fee shall <b>include</b> fees for electricity and water. For boats less than twenty-five (25) f minimum rental fee based upon a length of twenty-five (25) feet.					
twenty-	n. Which rental fee -five	is will be charged at a rate of Forty Five and 00/100 (\$45.00) Dollars per foot for the wire shall <b>not</b> include fees for electricity, but <b>shall</b> include fees for water. For boats less the shall be a minimum rental fee based upon a length of twenty-five (25) feet					
(23) 160	et in length there s	Trail be a minimum remainee based upon a length of twenty-live (23) feet					
<b>3.</b> All pay	· · · · · · · · · · · · · · · · · · ·	al rent due is noted on the first page of this Boat Slip Rental Agreement for the season list e season are non-refundable. Slip rentals shall be paid in full as follows:	ed.				
	_a. on or before	April 1 <sup>st</sup> for the Summer season					
	b. on or before	e November 1st for the Winter season					
	•	ot be prorated if arrival is after the first (1 <sup>st</sup> ) day of the arrival month. Boat slip rentals shall ure and any portion of a season shall constitute an agreement to rent for the entire season					
-	•	e expiration of the Season for which said slip has been rented, i.e., April 1 <sup>st</sup> or October 3 current transient rate.	₿ <b>1</b> °t,				
	tal payments shall <b>02903</b> .	be made to Providence Marina, LLC, and sent to 17 Bridge Street, Providence, Rhode	)				
4.	Utility Services.	The term "utilities" shall mean water, sewer, and electricity only. Basic utility services	are				

- available from May 1 to October 31. After October 31, all electricity and water will be shut off to prepare for the winter season unless satisfactory arrangements are made with Providence Marina. .
- Winter. All electric and water will be shut off to avoid frozen pipes. If prior arrangements with Providence Marina management have been established to provide electricity, a separate contract will be drawn up.
- Summer. All electric and water costs will be included in the total rent paid by Renter amount for boats docked as of May 1st and removed by October 31st. Providence Marina also allows access and usage of the pump out station on site.
- 5. Limitations on Use. This Boat Slip Agreement only applies solely to the boat described herein. For any additional boat or boats to be docked at Providence Marina, Renter agrees to complete and execute a separate Boat Slip Agreement, and pay any and all charges arising therefrom.

- 6. <u>Outside Labor.</u> No outside labor is permitted on Renter's boat unless the prior approval is granted by Providence Marina. Outside contractors will not be permitted to perform work on any boat at Providence Marina docks unless a certificate of insurance is on file with Providence Marina. Insurance must cover comprehensive general liability and personal injury in at least the amount of Five Hundred Thousand and 00/100 (\$500,000.00) Dollars and name Providence Marina as an additional insured. Certificates of insurance should be delivered to Providence Marina, for review and approval, at least two (2) days prior to work commencement.
- 7. <u>Use and Enjoyment.</u> Renter, his/her agents, employee(s), guests and/or visitors shall not to interfere with the use and enjoyment by other renters. All garbage or other refuse is to be disposed of by Renter, his/her agents, employee(s), guests and/or visitors. No boat shall operate in such a way as to cause excessive wake within the Providence Marina area. No fires of any kind are permitted on the docks or boats while located on the Providence Marina property.
- 8. Pets are allowed at the sole discretion of Providence Marina. All pets must be on a leash at all times and must ALWAYS be accompanied by Renter, or his/her guest or invitee. Renter shall be responsible for making appropriate arrangements for waste cleanup associated with their pet. Any pets left unattended will be turned over to the local animal control authorities. Providence Marina is neither responsible for nor assumes any liability for the actions of any pets
- **Parking** Renter and his/her guests and/or invitees shall, at all times abide by Providence Marina's parking policy. Vehicles not in conformance with the parking policy will be towed at Renter's or the vehicle owner's expense.
- **Rental of Slip When Unoccupied.** Providence Marina reserves the right to rent Renter's slip to transients when not occupied by Renter. Renter agrees to notify Providence Marina, (either orally or in writing) when Renter's slip will be empty and for how long so that the slip can be used for this purpose; and further, Renter shall, either orally or in writing notify Providence Marina within twelve (12) hours of his or her return from any trip to avoid any inconvenience to Renter upon his or her return.
- 11. Reservations. If Renter wishes to reserve a slip for the next Season Renter shall pay a Deposit Fee of Five Hundred and 00/100 (\$500.00) Dollars on or before by April 1st or November 1st of the season preceding the desired rental. If the deposit is not received by April 1st or November 1st respectively, then, in that event, reservations may not be made. ALL DEPOSITS ARE NON-REFUNDABLE.
- 12. <u>Boat Inspection/Maintaining Boat.</u> Providence Marina shall inspect each boat at the time of the execution of this Boat Slip Agreement to ensure that the boat is both safe and operable. Any and all issues concerning the boat, if any, shall be noted by Renter and Providence Marina at the time of the execution of this Agreement. Renter agrees to maintain his/her boat in a safe and operable condition during the entire term of this Agreement. Any vessel that is either not safe, operable, or does not run, float correctly or shows signs of leaking fluids at any time during the term of this Agreement, shall be fixed by Renter within forty-eight (48) hours' notice from Providence Marina, If not repaired with said time, then, in that event Providence Marina may take such action as Providence Marina shall determine, in its sole discretion, as is needed to make the boat safe and operable, all at the cost and expense of Renter.
- **Slip Assignments** Providence Marina reserves the right to reassign dock slip assignments as the need may arise. An executed Boat Slip Agreement does not guarantee any particular slip assignment. After Providence Marina has assigned a boat to a slip every effort will be made to avoid changes
- **14.** Late Fees. Rental fees are due in full as stated above. For any rental fee not received within five (5) days of becoming due, a ten (10%) percent late fee will be assessed.

## 15. Termination by Providence Marina.

- **a For cause.** Providence Marina may terminate this Boat Slip Agreement for cause if the Renter violates any terms or conditions of this Boat Slip Agreement, or other rules, restrictions, and regulations imposed by Providence Marina. If Renter violates any of the terms and conditions in this Boat Slip Agreement or any such rules, restrictions, and/or regulations Providence Marina shall have the option of terminating this Boat Slip Agreement upon the lesser of three (3) days' notice delivered to Renter in hand or by certified mail, or ten (10) days by written notice to Renter posted onboard his or her boat, without waiving any other rights hereunder. In such cases, any prepaid fees, charges, or expenses shall be forfeited by Renter to Providence Marina.
- b. **Not for cause**. Providence Marina may terminate this Boat Slip Agreement without cause, at any time, upon ten (10) days written notice to the Renter delivered by hand or certified mail. In such cases, any prepaid fees, charges, or expenses shall be prorated and any surplus returned to the Renter, and Renter shall remove his or her boat by the termination date so noticed.
- c. **Immediate Termination**: The Manufacture, dispensation, distribution, possession, sale or use of illegal drugs or any controlled substances is strictly prohibited. The illegal possession or use of a weapon is also strictly prohibited. Any activity that violates any Federal, State, or local law or ordinance is prohibited as well. Should Providence Marina have a reasonable cause to suspect any violation of the above, it shall inform the appropriate authorities. Any violation of the above shall result in the immediate termination of the Boat Slip Agreement.
- **16.** <u>Default</u>. If Renter fails to timely make his or her rental payments or is in any other material default of any term or condition of this Boat Slip Agreement, Providence Marina shall have all remedies set forth in this Boat Slip Agreement as well as other remedies available in law or equity.
- **Sublease**. Without the prior written consent of Providence Marina, Renter shall not transfer, sublet [i.e Airbnb, ], assign, or permit the use of Renter's boat slip by any other person or boat and may be subject to additional fees and costs. Any transfer, sublet, or assignment without the prior written consent by Providence Marina shall be null and void.
- **18.** Removal of Boat. Renter shall not have the right to remove its boat from the rented slip until all costs and fees described in this Boat Slip Agreement have been paid in full. Renter agrees that Providence Marina may look to the credit of the boat for unpaid rent, dockage and other services provided to Renter and/or exercise any and all remedies available in pursuit of its right to payment.
- **19.** Reules and Regulations. Renter agrees to be bound by all **Policies** (as attached) of Providence Marina, and as the same may be amended from time to time. The most recent Providence Marina Policies may be found online at <a href="https://www.providencemarina.com">www.providencemarina.com</a>
- **20.** <u>Entire Agreement</u>. This Boat Slip Agreement constitutes the entire agreement between Renter and Providence Marina with respect to the subject matter hereof and it may not be amended except in writing signed by both Parties hereto.
- 21. <u>Indemnity.</u> Renter shall indemnify, defend, and hold harmless Providence Marina, its officers, partners, affiliates, agents and/or employees of and from any and all liability, loss, damage or expense, causes of action, suits, claims and judgments, including reasonable attorney's fees incurred in connection with such action, suit or claim, arising from injury to persons or property of any nature arising from the use, occupation or possession of Providence Marina by Renter, his/her agents, family, employees, invitees and/or guests and/or any other subject matter related to this Boat Slip Agreement or its contents.

- 22. <u>Choice of Law and Forum</u>. Any dispute arising hereunder shall be governed by the laws of the **State of Rhode Island**, and any action to enforce this Agreement must be brought exclusively in the courts of **Providence County.**
- **23.** Attorney's Fees. If Providence Marina is caused to seek legal action to enforce any term or condition of this Agreement (including, but not limited to, collection of unpaid rents), Providence Marina shall be entitled to an award of reasonable attorney's fees and costs incurred.
- **24. Severability.** In the event that any provision of this Boat Slip Agreement should be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect.
- **25. Binding Nature.** This Boat Slip Agreement is binding upon and shall inure to the benefit of all parties hereto and their respective heirs, successors, and assigns.