



COASTAL RESOURCES

301 Great Island Rd
Narragansett, RI 02882

Temporary Berthing Contract

This Maritime Contract for Berthing (the "Contract") is executed this ___ day of _____, 20___, between the Rhode Island Department of Environmental Management, Division of Coastal Resources ("RIDEM") and

Form with fields: Name, Customer #, Mailing address, City, State, ZIP Code, Residential address, Business phone, Home phone, Cell phone, Emergency Contact Name, Emergency Contact Phone, Email.

For the temporary berthing for the term of 5 (five) years, commencing on the ___ day of _____, 20___ and terminating the ___ day of _____, 20___ at _____ ("State Facility") of the following Vessel described below and as more particularly described in the berthing application:

Form with fields: Name of Vessel, RI Boat Registration No., USCG Documentation No., Vessel length, Hull Type (Wood, Steel, Fiberglass).

Current Berthing Assignment: Unassigned

The fee due and owing for the berthing of the Vessel is \$_____ per month, with each monthly payment due on 15th of the following month of dockage.

It is understood and agreed this is a commercial contract and does not create a bailment or a residential landlord-tenant relationship.

The terms of this Contract appear herein, and in the *Port Operations Regulations and Berthing Management System* (the “Berthing Regulations”), all of which are integral and material parts of the Contract and which are fully incorporated herein as if set forth herein in their entirety.

Terms and Conditions

1. Space Assignment. RIDEM hereby assigns to the Berth Holder the berth identified above for the Berth Holder’s use in connection with the Vessel. RIDEM shall have the right at any time, in its sole discretion and without compensation to the Berth Holder, to reassign the Vessel to a different berth.
2. Assignment/Use of Berth only By Designated Vessel. The Contract and Berth Holder’s rights hereunder cannot be assigned or transferred in any way except as provided for in the Berthing Regulations.
3. Berth Use and Condition. Berth Holder hereby acknowledges that RIDEM has made no statement or representation as to the conditions of the State Facility. Berth Holder understands that RIDEM does not warrant the condition of the berth or surrounding environment, and that users of the docks, ramps and all other waterfront/port areas do so at their own sole risk. Berth Holder may not alter any utilities at the State Facility.
4. Contract Term/Renewal. The Contract shall be signed and deemed valid for no more than five (5) years from the date of execution and in any event expires on June 30th of the fifth year following the date of execution of this Contract. In no event is this Contract automatically renewed.
5. Cancellation. Berth Holder may cancel this contract at any time by filling out a Berth Contract Cancellation form. The Vessel must be removed from the State Facilities within one (1) week of signing the Berth Contract Cancellation form.
6. Termination/Lack of Payment. RIDEM may, in its sole discretion, terminate this Contract for breach of any of the term and conditions contained herein, for non-compliance with any provision of the Berthing Regulations, and/or for risk to public health, safety, or the environment. Upon notice of termination the Vessel must be removed from the State Facilities within one (1) week.
7. Failure to Vacate. If Berth Holder fails to pay berthing or any other fees as required herein or under the Berthing Regulations, or if the Berth Holder fails to remove the Vessel from the State Facility following the termination/cancellation of this Contract, it is agreed that the Vessel will be regarded for all purposes as a trespasser. It is agreed that in such event RIDEM will charge berthing fees for the Vessel at the transient rate together with all charges as specified herein, until such time as the Vessel is removed or disposed of as provided by state and/or federal law. It is agreed that RIDEM may seek self-help or other protection to cause the Vessel to be removed with no liability of any kind or nature.
8. Documentation/Registration, Insurance, and Condition of Vessel. Berth Holder warrants that the Vessel is properly documented and/or registered pursuant to the laws of the United States and/or the State of Rhode Island, or a foreign nation, and that the Vessel is in compliance with all applicable U.S. Coast Guard and State of Rhode Island safety regulations. Berth Holder shall keep the Vessel in a well maintained and operable condition, and properly insured at all times during the term of the Contract.
9. Securing Vessel. At all times during which the Vessel is berthed at the State Facility the Berth Holder shall cause the Vessel to be safely and properly secured in her berth in a manner acceptable to RIDEM. This is the Berth Holder’s duty alone.

10. Security. RIDEM provides no security protection and assumes no responsibility whatsoever for the personal safety of Berth Holder, his/her guest, or for the safety of the Vessel or any other vessels or their appurtenances.
11. Removal of Unseaworthy Vessel or Vessel in Disrepair. If Vessel is in a sinking condition, or in a state of disrepair as determined by RIDEM, or if the Vessel is deemed by RIDEM to pose a health, safety, environmental or pollution risk, RIDEM may, but is not required to, remove the Vessel from the water and store her, at Berth Holder's sole risk and expense. A vessel deemed unseaworthy or in disrepair under this section is grounds for termination of this Contract.
12. Lien Right. Both possessory and non-possessory liens may arise against the Vessel in favor of RIDEM by operation of both state and federal law respectively. Berth Holder agrees and understands that attorneys' fees and all other costs associated with collecting sums due under this Contract, including for necessities, shall be deemed for all purposes as part of RIDEM's lien against the Vessel, notwithstanding the general rule providing attorneys' fees arising from actions based on necessities liens are not ordinarily recoverable directly against a vessel.
13. Governing Law. This Contract and any disputes or claims arising out of or in connection with its subject matter or formation shall be governed by and be interpreted in accordance with the laws of the State of Rhode Island and/or applicable federal law, without regard to its conflict of laws rules.
14. Entire Agreement. The parties acknowledge that this Agreement contains the full and complete agreement between and among them, and that there are no oral or implied agreements or understandings not specifically set forth herein. The parties further agree that no modification of this Agreement may be made except by means of a written agreement signed by the parties.
15. Waiver and Severability. The failure of RIDEM to insist upon the performance of any term hereof, or the waiver of any breach of any term hereof, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. If a term or condition of this Contract is or becomes illegal, invalid, or unenforceable that will not affect the legality, validity or enforceability of any other provision of this Contract.
16. Legal Capacity. The person signing below as the Berth Holder attests that he/she is legally entitled to bind the Vessel and all of her owners to all terms of this Contract, that in the event the person signing below is not the sole owner of the Vessel that he/she has obtained the express permission of all persons with an ownership or equitable interest in the Vessel.

Signature:	Date:
Printed Name:	
If signing on behalf of an organization, Title/Position:	
RIDEM Authorized Representative:	Date:

Daniel Costa, Port Manager