

# WELCOME

## TO NEWPORT SHIPYARD

Dear NSY Customer,

We are very pleased that you have chosen Newport Shipyard for your marina berthing / marine service.

Attached to this letter please find a NSY Yard/Dockage Agreement, and other pertinent information for your stay at Newport Shipyard.

Please complete the Agreement and return or email it back to the Dock Office

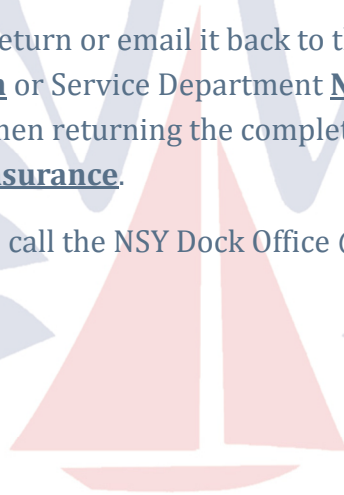
[DockOffice@NewportShipyard.com](mailto:DockOffice@NewportShipyard.com) or Service Department [NSYservice@NewportShipyard.com](mailto:NSYservice@NewportShipyard.com), so we may confirm your reservation. When returning the completed agreement please be sure to include a copy of your vessel's **Certificate of Insurance**.

For any questions or concerns, please call the NSY Dock Office @ (401) 846-6002 or the NSY Main Office @ (401) 846-6000.

We look forward to your arrival!

Sincerely,

Newport Shipyard Management



# Newport Shipyard

## Rules, Regulations & Information

Please keep for your reference

**Dockage:** Check-In time is 3:00 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 docking 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.

Cancellation policy is as follows: 10% processing fee outside of 3 days /forfeit one night of dockage inside 3 days/ 2 days or less 100% forfeit of 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 during the dockage license period, along with a valid boat registration. NSY is not responsible for fire, theft, vandalism, wind, snow, ice, water and/or other damage to any vessel or tender. The vessel owner agrees to hold NSY harmless in the event of such occurrences.

**Parking:** Parking passes are available at the Dock Office, and must be displayed at all times 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 prior arrangements have been made with the Marina. 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** licenses run from November 15<sup>th</sup> to April 15<sup>th</sup>. Vessels stored outside of the terms of a winter storage license are subject to the land storage rates. After November 1<sup>st</sup> all dockside electricity and water may be shut off. All vessels not licensed for winter storage that remain in the water beyond November 15<sup>th</sup> will be charged the standard dockage rate and utilities.

**Pets:** Pets must be on a leash at all times. Pet 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 throughout the Marina, please take advantage of them. Nothing may be thrown into the water. No discharging of sanitary waste in the Marina. No discharging 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.

**Regulations:** When a vessel enters the Marina, it immediately comes under the jurisdiction of yard management and shall be berthed and maneuvered only as directed. It is the owner's responsibility to ensure that NSY can reach either the vessel owner or an authorized representative at all times. In emergency situations, should the yard not be able to reach the owner or authorized representative, NSY may act in any manner in which NSY deems, in its sole discretion, to be in the owner's best interest. The owner hereby agrees to release NSY from any liability 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 (60) days, during which time NSY has been unable to communicate with the owner or authorized representative, will be deemed abandoned. After such sixty day period, NSY will take steps to obtain title to the vessel and the vessel will then be disposed of as provided by applicable law. Any agreement made to offset these conditions must be specifically stated in a separate written contract between the vessel owner and NSY.

**Service:** All service projects performed in connection with the dockage license at NSY will be assigned a project manager. The project manager will estimate the dollar value of the work to be done. Initial work and any subsequent work will be scheduled solely by the project manager. Unless the vessel owner expressly requires all work requests to be signed before work starts, all verbal work requests by the vessel owner or authorized representative will duly authorize work to commence, as though signed.

**Working on your own Vessel:** All tools, equipment and materials must be handled in a safe and environmentally conscious manner. If scraping and sanding paint outdoors, loose paint must be contained and disposed of properly. All bottom paint must be vacuum sanded. Respirators and protective suits are strongly recommended. Waste oil and battery disposal areas are offered by the Marina - please use them appropriately. Vessel owners must keep the area around their vessels clean, or the yard will do so at the owner's expense. Sandblasting, spray painting and shrink wrapping by vessel owners or their representatives is prohibited.

**Outside Labor Subcontractors:** From time to time some owners prefer to hire independent subcontractors to work on their boats/tenders while under a dockage license for use of the facilities at and services provided by NSY. In such case, the following conditions will apply.

An outside contractor's status is verified by the yard manager:  
Owners must notify the office prior to outside laborer arrival.  
Subcontractors are solely responsible for the work they have performed and materials supplied.

**Subcontractors must:**

Sign and return a Subcontractor Agreement to NSY.  
Provide NSY with a certificate of insurance naming Newport Shipyard (American Shipyard Co., LLC) as "additional insured".  
Provide NSY with evidence of Workers Compensation insurance or Notice of Designation as independent contractor.  
Sign in and out at the security office daily.  
Have MSDS forms available for all hazardous materials brought into the yard.  
Obtain a parking pass approved by the yard manger – parking is limited. Passes will be issued once proof of insurance, including auto insurance, is provided to the NSY office. All passes are required to hang on the rearview mirror while in the yard with cell phone # visible on the pass.

**Owners contacting subcontractors** directly will be invoiced by the subcontractor. A service charge of 10% of the amount invoiced by the subcontractor will be charged to the vessel by NSY, to compensate NSY for the benefit to the owner and subcontractor of the use of our services, facilities and overhead during the dockage license period.

**Subcontractors contacted by NSY** on behalf of a customer will be issued a purchase order. NSY will invoice the customer a service charge of 20% of the amount invoiced by the subcontractor to compensate NSY for the benefit to the owner and subcontractor of the use of our services, facilities and overhead and for administrative services.

**Day Workers:** General labor, cleaners, polishers and varnishers will be considered "Temporary Crew" covered under the vessel insurance policy or by their own Workers' Compensation and Liability insurance. NSY will invoice the vessel owner a \$35.00 per day per man "Entrance Fee" during the dockage license and service period to cover NSY's costs. Day workers must park outside the gate.

**Warranty:** Customer understands and agrees that the liability of NSY is limited to repair and replacement of defects of material and workmanship which occur within 90 days from date of delivery. (See separate paint warranty). Warranty does not cover (I) normal wear and tear, (II) damage or defects arising from any casualty, misuse, abuse, neglect or unauthorized repairs; (III) calibration adjustment or compensation of any instrument; (IV) minor cosmetic items; or (V) racing performance. Claims under this warranty shall be made by customer in writing. Due to weather conditions in the Northeast, shrink wrapping cannot be warranted.

NSY will, at its opinion, either repair or replace defective materials or workmanship at its own expense for parts and labor, or advise customer where to take the vessel for service. As to items of equipment and inventory supplied to NSY by third parties, the warranties if any, of such third party suppliers shall be customer's exclusive remedy and NSY shall offer no Warranty with respect to such items.

The foregoing Warranty is, to the extent permitted by law, in lieu of all other warranties expressed or implied, including without limitation the implied warranties or merchantability and fitness for a particular purpose, and it states customer's exclusive remedies for any defect or non-conformity of the vessel. NSY shall in no event be liable for any consequential, incidental, or special damages (including, without limitation, loss of profits or loss of use).

**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 any 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 vessels similar to the customer's. In such event, Condition Reports will be completed by NSY, and NSY will meet with the customer to discuss the increased scope of work and materials and to obtain additional authorization based on the Condition Reports, in the form of a change order, to complete the necessary work.

**Terms of Payment for Yard Work:**

50% deposit based on the initial assessment of work to be done is required. Progress invoices will be issued weekly and the deposit will be applied at the end of the work.

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% per annum) monthly late charge will be added to balances 30 days past due. All legal and collection expenses incurred by NSY or its representatives and agents shall be paid by 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 vessel, 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 it is 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 vessel and the proceeds thereof including expenses incurred by NSY in any action to collect unpaid charges. 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

# Newport Shipyard

*Dock, Refit & Repair in the Heart of Newport*

Normal Working/Business Hours: Monday-Friday, 7:30am-4:00pm

2019 Rates



#NewportShipyard

## DOCKAGE RATES

	Nightly Rate (per foot)	Monthly Rate (per foot)
Jan 1 - April 14	\$2.75	\$75
April 15 - April 30	\$4.00	\$115
May 1 - May 31	\$5.50	\$145
June 1 - October 14	\$7.95	\$175
October 15 - Nov 14	\$4.00	\$115
Nov 15 - Dec 31	\$2.75	\$75
"Touch & Go"	\$3.00 - 4 hr. max	

## SHORE POWER

(per night)		
20 amp	120 volt	\$18
30 amp	120 volt	\$22
50 amp	220 volt	\$30
100 amp	220 volt	\$75
100 amp	220 volt 3 phase	\$120
	Hardwire up to 480 volts 3 phase	Available
	European Power Converters	Available

## LAND STORAGE

Container/Trailer Storage Rental		
20 ft/40 ft/Pod/Trailer		\$100/night
20 ft/Pod 1-2 months		\$1,500/mo.
20 ft/Pod 2-6 months		\$1,200/mo.
40 ft 1-2 months		\$2,400/mo.
40 ft 2-6 months		\$2,000/mo.

Land Storage (foot/night)	100T lift up to 79'/14T forklift	\$4.00
	100T/200T lift over 80'	\$4.50
	500T lift up to 120'	\$5.50
	500T lift up to 164'	\$6.50
	500T lift 165' & over	Quoted
	Inside Land Storage	\$6.50

Multi-Hull Storage (foot/night)	100T/200T Lift	\$5.00
	500T Lift	\$6.50
	Inside Storage Multi-Hull	\$7.00

Spar Storage (foot/night)	Rigged	\$4.00
	Stripped	\$3.00

## OTHER SERVICES

<b>70T Travelift Move</b>		
Under 50T		\$700/move
Over 50T		Quoted
Hang In Slings 70T	\$150/hour	\$500/day

<b>Cooling Tower Rental</b>		
Hook Up/Disconnect	T&M	
	\$135/day	
	\$3,000/month	

Work Float Rental	\$60/half day
60T Hydraulic Transporter	\$650/move
<b>Pump Out Service</b>	\$25/hook up
	\$0.25/gallon

## COMPLIMENTARY AMENITIES

Wireless Internet, Fitness Center, Recycling, Rubbish Removal, Water, Courtesy Vehicles, 24hr Security

Work done outside normal working hours are at 1.5 times the posted rate. Rates are subject to change without notice. Other equipment charges may apply. All invoices are subject to a 4.5% environmental compliance charge. 7% RI tax on parts, fabrication, rentals and where applicable.

## HOURLY SERVICES

All trade & yard services	\$98/hour
Mobile service (includes to/from yard)	\$130/hour
Vessel movement/towing - 1 hour min.	\$250/hour
Forklifts, etc (with operator)	\$140/hour
Boom lift	\$150/hour
\$500/day	
Diver services	\$175/hour
Driver (pick up & deliveries)	\$98/hour
Project management services	\$140/hour
NSY crane service (1 hour minimum)	\$375/hour
Stepping & unstepping mast	Quoted
Scissor lift (1 day minimum)	\$150/daily
(pick up/delivery charge extra)	\$750/weekly

## HAULING & LAUNCH

	(per foot)
14T forklift	\$15
100T lift (up to 79')	\$22
100T/200T lift (80' and over)	\$28
500T lift (up to 120', up to 200T)	\$35
500T lift (up to 140', up to 300T)	\$40
500T lift (up to 164', up to 400T)	\$55
500T lift (165' & over, over 400T)	Quoted

<b>Short Haul &amp; Survey/Emergency (per foot w/3 hrs. on hard)</b>	
14T forklift	\$22
100T lift	\$32
200T lift	\$38
500T lift	Quoted

	(per foot)
<b>Blocking</b>	
100T/200T	\$7
500T	\$10
200T/500T vessel draft 12' & over	\$14

	(per foot)
<b>Bottom Wash</b>	
100T/200T	\$7
500T	\$10.50
Excessively fouled bottom	Quoted

## DRY STACK RATES

	(foot/night)
Rack Rate (min. 7 nights)	\$3.50 **
Rack Rate (30 nights or more)	\$3.00 **
Winter Storage, Nov 1-May 1	\$2,500

**Haul & Launch times: M-F, 7:30-8am / 3:30-4:00pm**

\*\* Includes one haul/launch per week  
Reservations: [nsyservice@newportshipyard.com](mailto:nsyservice@newportshipyard.com)



## 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.

One Washington Street, Newport, RI 02840-1513 Tel: 401-846-6000 Fax: 401-846-6001

[www.newportshipyard.com](http://www.newportshipyard.com)

[info@newportshipyard.com](mailto:info@newportshipyard.com)