

Customer No: _____ Date: _____

Owner's Name: _____

Address: _____

_____ Zip Code: _____

Phone: _____ Business Phone: _____ E-mail: _____

Yacht's Name: _____

Make: _____ Model: _____ Hull Material: _____

Length Overall: ___ ft (including overhangs) Beam: ft

Registration No.: _____ Documentation No.: _____ Hailing Port: _____

Captain's Name: _____

Address: _____

_____ Zip Code: _____

Phone: _____ Business Phone: _____ E-mail: _____

METHOD OF PAYMENT:

  AM EX CASH T-CHECK

BOATYARD AGREEMENT

THIS Agreement entered into this date by and between Virgin Gorda Yacht Harbour Holdings Ltd, having its principal office at The Valley Virgin Gorda ("the Company") and the owner of the contracted boat ("the Boat") being [_____] of [_____] ("the Owner").

In addition to the terms herein, the Owner agrees to comply with reasonable rules and regulations as established from time-to-time by the Company with respect to the Company's boat yard ("the Boat Yard").

1. Storage shall run from [_____] of each year until [_____] and all storage boats that do not have a signed Agreement shall be charged Daily rates as set out in the Rate Schedule in **Appendix A**
2. The Company and the Owner shall execute such Service Order or multiple Service Orders for the duration of this agreement in the form set out in **Appendix B** from time to time with respect to any storage of the Boat and any work to be performed by the Company on the Boat.

3. Keys/Combinations: The Owner agrees to provide the Company with a cabin key or combination and an ignition key to be used by the Company's personnel only, no keys or combinations will be provided to brokers, outside contractors or guests without prior written notification by the Owner. Any changes in locks or combinations will be reported to the Company immediately.
4. The Owner accepts the Boat Yard "as is" and the company assumes no responsibility for and shall not be liable for the care, protection and security of the Boat, the Owner or the Owner's agent.
 - (a) In the event the Boat is hauled, stored or launched in or out of the water by the Company, such action will be at the Owner's risk. The Company shall not be liable for any damage, loss or delay caused by Act of God, or by the public enemy, wars, insurrection, strikes, labour trouble, riots, fire, earthquake, hurricanes, vandals, thieves, or the nature of or any defect in the Boat or its cradle, blocking or storing, as delivered to the Boat Yard, or by deterioration by time, rot, termites, leakage or all the weather elements including rain, frost, hail or ice. The Owner assumes all risk of loss and all consequences arising from the storing of the Boat at the Boat Yard, the hauling or launching of the Boat, in or out of the water and expressly releases and indemnifies the company from and against any and all liability, claims, losses, damages and obligations, including without limitation, loss of use of the Boat and/or any injury to property or person.
 - (b) The Company shall not be chargeable with knowledge of the contents of the Boat. No warranty or representation is made that any of the Boat Yard's buildings, docks or storage grounds are theft or fireproof. The Owner assumes all risk of loss and injury to his Boat and the contents thereof in connection with his dockage or storage at the Boat Yard's facility.
 - (c) The Company shall have no liability in connection with any goods, parts or materials provided by the Owners, all of which shall be solely the responsibility of the Owner. It is also agreed that any liability for labor done by the Company's employees or agents shall be limited to repair or replacement of defective material, parts, goods (directly supplied by the Company) or workmanship or such work as is necessary and proper to preserve the Boat's seaworthy condition. The Company shall not be liable for loss or loss of use of the Boat. The Company with the exception of any warranties granted in this Agreement, herein disclaims all warranties either expressed or implied, including all warranties of merchantability, fitness for a particular purpose, and any other warranties that may have arisen in the course of or usage of trade.
5. The Owner will indemnify, defend and hold the Company harmless and the Company's agents, servants and employees against any and all liability, fines, suits, claims, demands, actions, costs and expenses of any kind or nature whatsoever, (including reasonable attorney's fees) sustained by the Company or its agents, servants or employees on account of:
 - (a) Damage to property or injury or death to persons resulting from any accident, cause or other occurrence on or about the Boat Yard, unless occasioned by the gross negligence or willful misconduct of the Company;
 - (b) Damage to property or death to persons resulting from the conduct or activities of the Owner or the Owner's agents, servants, employees or invitees on or about the Boat Yard; and
 - (c) The Owner's failure to perform or fulfil any term, condition or agreement contained or referred to herein on the part of the Owner to be performed or fulfilled.
 This indemnity shall survive the expiration or earlier termination of this Agreement. The Owner shall be liable to the Company for any and all claims, liabilities, costs or damages (including without limitation reasonable attorneys' fees) arising from the Owner's storage of his Boat at the Boat Yard, whether or not caused by the Owner, his agents, employees or guests, including without limitation damage caused to the floats, facilities or other boats in the Boat Yard. The Owner shall indemnify and hold the Boat Yard harmless from and against any of the foregoing.
6. The Owner will provide the Company with a copy of their certificate of Insurance, with a minimum of \$250,000.00 liability and Virgin Gorda Yacht Harbour to be name as additional insured on the policy.
7. The Company accepts no responsibility for any damage or loss whatsoever caused by "Act of God" (lightning, floods, wind, storm, etc.) or nature (animals, insects, flora growths, etc.) to the Boat whilst on its property or marina facilities. Furthermore, the Company accepts no responsibility for injury or death or any personal loss, theft, or damage to any property whatsoever, whether caused by the negligence or willful act or default of its servants, agents, or licencees or by the state of condition of the company's premises, plant, or equipment in or upon the property, building, piers and all adjoining premises, nor will the Company accept responsibility for or become involved in any claims involving all the aforesaid risks that may be caused by a third party's action or property whether on or off the company's property or premises.
8. The owner is responsible for the correct entry and clearance of their vessel in compliance with international and B.V.I. Government maritime laws and requirements. (The Boat must be entered and immigration procedures completed at the recognized B.V.I. Ports of Entry before entry the Marina or Yard.) Furthermore, the owner is responsible for all action and conduct of their characters, crew, passenger and guests at all times.
9. The Company reserves the right to adjust its price as and when it deems necessary. Any boat in the yard for work or storage at the time of a rate change becomes subject to those changes and will be charged from the date of effect at the new rates.
10. The Company reserves the right to move the Boat's chocked position in the yard should it become necessary for any reason, without consultation or presence of the Owner or their representative.
11. The Owner is responsible for ensuring that the vessel is in operating condition at the scheduled time of launch so as to not incur additional travel lift or haul out pit fees.
12. In the event of a change of ownership the Company must be notified in writing by the owner who remains responsible for all work and storage fees contracted by the customer and all accumulating dues until a similar contract is signed by the new owner.



Initials: _____

13. Bills will be mailed monthly, and are due when rendered. If the Owner shall fail to pay any amount due hereunder within fifteen (15) days after the due date, the Owner shall also pay to the Company interest on the amount overdue from its original due date at a rate of 1 1/2% per month, such interest to be payable as additional fees due hereunder. All charges shall be considered a "lien" against the vessel, her tackle, furniture and notwithstanding anything in the law to the contrary, shall continue to be a "lien" until such obligation is fully paid. The cost of collection of any services rendered, materials or supplies purchased, storage or dockage fees, taxes, environmental surcharges and late fees, including, but not limited to attorneys' fees, will be added.
14. Further, in such event that the Owner does not timely pay any amount hereunder within fifteen days after its due date, the company shall be entitled to stop work requested by the Owner and/or terminate the Agreement for dockage or storage. The payment of such late charge, the right to stop work, and termination of the Agreement, shall be in addition to all other legal rights and remedies available to the Company in the case of non-timely payment or the Owner's failure to pay when due any amounts required hereunder.
15. The Company reserves the right to haul the boat upon completion of any work done or anytime thereafter at the Owner's expense and detain the boat and all its appurtenances and contents until the bills are paid in full after giving notice of detention in writing to the owner. The Company may without prejudice to all its other rights sell the vessel and/or its appurtenances and contents by private treaty or public auction, and recover from the proceeds of sale the cost of such sale and any monies due and if this claim be invoked then the owner shall be deemed to have appointed the Company, its agent, for the purposes of such sale and the Company shall be free of all responsibilities or any loss or damaged suffered by the owner as a result of such exercise of its rights hereby irrespective of any negligence or willful default by the Company's servants or agents or otherwise. The payment policies of this Agreement will remain in effect for all obligations to the Company for this year and for future years. All bills must be paid in full before the boat is launched or leaves the yard.
16. The Owner hereby appoints the Company for the purpose of this Agreement to be attorney in their name, or otherwise, to execute all such deeds, bill of sale and other things that may be expedient for the full exercise of all the powers heretofore conferred on the Company where the circumstances as described herein are effective.
17. This Agreement shall continue until terminated by the owner by the payment of all their outstanding dues, or by the Company by giving at least fifteen (15) days' notice to the owner in writing (without prejudice to any claims the Company may have against the owner) for any reason whatsoever.
18. Due to safety, regulatory and liability issues, no outside labour is permitted within the Boat Yard without the express written permission granted by the Company. Outside service contractors/technicians may be arranged through the Company as determined by the Boat Yard Managers provided the following conditions are met:
 - (a) The Owner requests the Company to provide the contractor access to the Boat Yard prior to the contractor's arrival;
 - (b) The contractor may only operate within the Boat Yard during the Boat Yard's normal working hours. No weekends, holidays or extended hours may be worked without the Company's permission;
 - (c) The contractor must sign in and out at the Boat Yard's main office and provide proper identification. Any contractor found on the premises not signed in will be asked to leave the Boat Yard immediately;
 - (d) The contractor must provide a certificate of insurance that meets the minimum levels set by the Company with the Company being named as an additional insured on the Certificate;
 - (e) The contractor may be charged an hourly fee for use of the Company's facilities;
 - (f) The contractor must remove trash and waste generated by their activities from the Boat Yard;
 - (g) The Owner is responsible for the activities of any contractors they hire and in the event that the actions of the contractor(s) hired by the Owner cause the Company to be sited by regulatory agencies or by the property owners then the Owner will be ultimately responsible for all fines and/or penalties imposed due to such actions;
19. Credit Card Required: All Owners and Owner's Agents doing business with the Company are required to complete the Credit Card Authorization form set out in Appendix C and provide a current credit card number and expiration date. This information is for security only and will not be charged unless the account balance goes thirty (30) days past due, in such event the Owner authorizes the Company to charge the credit card on file for all delinquent amounts due.
20. By executing this Agreement the Owner acknowledges that the above terms have been read, understood and accepted.

Virgin Gorda Yacht Harbour

Owner/Duly Authorized Captain/Agent

By: _____

By: _____

Date: _____

Date: _____



SERVICE ORDER

YARD WORK	DESCRIPTION	STATUS
	Haul/wash/chock	
	Paint bootstripe (Color)	
	Clean & Polish Topsides	
	Prep & paint bottom with coast of color	
	Repair gel coat	
	Grind seal & fair keel	
	Paint strut shaft prop	
	F/Glass repair	
	Check/replace zinc	
	Check thru hulls service	

SUBCONTRACTOR	DESCRIPTION OF WORK	STARTING DATE	FINISHING DATE

Owner/Captain/Agent: _____ Date: DD / MM / YYYY

Company: _____

HAUL-OUT TICKET

Date: DD / MM / YYYY Time: _____

Boat Name: _____

Storage Work Mast

Signed: _____

LAUNCH TICKET

Date: DD / MM / YYYY Time: _____

Boat Name: _____

Paid Charge

Signed: _____

CREDIT CARD AUTHORIZATION FORM

OWNER INFORMATION	
Name:	
Address:	
City:	
State:	
Zip:	
Email:	
Phone:	
Alternative Phone:	

BOAT INFORMATION	
Boat Name:	
Power or Sail:	
Manufacturer:	
Year:	
LOA:	
Beam:	
Draft:	
Reg. State & No:	

CREDIT INFORMATION	
Credit Card Type:	
Card #:	
Expiration Date:	
CVV#:	
Billing Zip Code:	
Name on Card:	
Address# only:	

I hereby authorize [_____] to keep my credit card information on file and to charge any invoice balance that is overdue by 15 days to my credit card account. In the event I would like to issue a different form of payment, I will notify [] of my intention so that my credit card is not charged.

Signature