

DAILY DOCKAGE CONTRACT

Contract Number: _____

BETWEEN VIRGIN GORDA YACHT HARBOUR of The Valley, Virgin Gorda, British Virgin Islands on this _____ of _____ 20____ AND:
day month year

Name of Vessel: _____ Slip Number: _____

Length (LOA in ft): _____ Mono or Cat: _____ Beam (in ft): _____ Draft (in ft): _____

Name of Captain (or Agent in the event of a Named Storm): Captain: _____

Agent (or Charter Company): _____ Owner: _____

Phone Number: _____ Alternate Phone Number: _____

Email Address: _____ Address: _____

City: _____ State: _____ ZIP: _____ Country: _____

Arrival Date: _____ / _____ / _____ Departure Date: _____ / _____ / _____
day month year day month year

Dockage: Rate (per ft, per day) \$ _____ X LOA _____ = Subtotal \$ _____ X _____ Days = Total \$ _____

Water Usage: _____ US Gallons @ \$0.15/gallon..... = Total \$ _____

Power Usage: Side 1 _____ kw + Side 2 _____ kw @ \$0.65/kilowatt..... = Total \$ _____

Fuel: Gasoline _____ Gallons + Diesel _____ Gallons..... = Total \$ _____

Ice: _____ Small @ \$5.00 ea + _____ Large @ \$10.00 ea..... = Total \$ _____

GRAND TOTAL: \$ _____

Comments: _____

Credit Card Number (or cash deposit): _____ Exp.: _____ / _____

Owner/Captain Signature: _____ Date: _____ / _____ / _____
day month year

I have read and accept the terms of this dockage contract as printed herein. Check out is 11:00 AM - Please notify dockmaster if you need a later departure time.

Virgin Gorda Yacht Harbour
Daily Dockage Contract/Agreement

Owner (which term shall include captain or other agent), who hereby warrants that the above information relating to the entry of the vessel into BVI waters and the report to Customs is correct, provides that:

1. This agreement relates to the use of pier space to be used at the Owner's sole risk, the Company being liable neither for the care of or protection of the vessel (including her appurtenances and contents) nor for any damage or loss however caused whether by negligence or default of the Company's servants, agent, or licensees or otherwise. Furthermore, the Company accepts no responsibility for the injury or death of any person or loss, theft, or damage of or any property howsoever caused and whether by the state of the condition of the Company's premises or equipment in or upon the piers and adjoining premises.
2. The Owner will hold the Company harmless and indemnify it against all loss, costs, suits, or claims arising out of the use of pier space or are handling of the vessel in connection therewith irrespective of whether the same is based upon any negligence or default of the Company servants or agents, or otherwise.
3. The Owner hereby agrees with the Company:
 - a. To indemnify the Company against death or injury to any person and against any loss, damage, or destruction of any property by whomsoever caused as a result of any act, omission of default of the Owner, his charterers, crews, passengers, and guests against any claims made against the Company in respect thereof.
 - b. If the Owner shall permit any other person to use the vessel by way of charter (which includes hire or loan) such person shall produce to the Company's Dock Master written evidence of such agreement failing which the Company reserves the right to prevent the departure of the vessel.
 - c. That (s)he is the Owner of the vessel or the legally authorized person by way of contract or consent from the Owner or Owner's Agent and the vessel is insured for all Third Party risks and damage for an amount of not less that \$120,000 (USD) for any one accident and will during the currency of this agreement keep the vessel so insured and will further produce to the Company on demand such insurance policy and the latest premium receipt.
4. This agreement shall continue at the dockage rate set above (a day for this purpose ending at noon) until terminated by the Owner by paying their outstanding dues, or by the Company by giving seven (7) days notice to the Owner (without prejudice to any claims by the Company against the Owner) or by the destruction of the pier facilities by fire, storm, or other cause. All dockage fees are payable in advance and are not refundable. Dockage is due on the first of each month and execution of this contract must be accompanied by a payment for a full month's dockage for a monthly contract. Annual dockage contracts are due on August 1st and February 1st for the next six (6) months. Any adjustment in the accounts will be made at the end of the following month. **FAILURE TO PAY DOCKAGE AND UTILITY FEES BY THE 10TH OF THE MONTH IN WHICH THEY ARE DUE WILL VOID THE RATES SET FORTH ABOVE AND THE DOCKAGE FEES WILL BE RECALCULATED USING THE CURRENT DAILY RATE FROM THE FIRST OF THE DELINQUENT MONTH.** Dockage and utilities may be paid for by cash or company accepted credit cards. No personal checks will be accepted. Any vessel with overdue fees of thirty (30) days or more will be removed from the Company's Marina at the Owner's risk and expense.
5. In the event of any change of ownership of the vessel, the Owner shall give immediate notices thereof in writing to the Company and the Owner shall remain responsible to the Company for all dues hereunder thereafter until the vessel is removed.
6. In the event of a Tropical Storm Warning, the Company's Dock Master shall determine whether the Marina is to be cleared of all vessels and it shall be the responsibility of the owner at such time to arrange for some person to receive and comply with any such instruction of the Dock Master. In the absence of any such person and/or their failure to comply with any such instruction, the Company shall have the right at the risk and liability of the Owner to remove the vessel and to make such arrangements as are reasonable and practical under the circumstances for the safety of the vessel and any other property of the Owner, their charterers, crews, passengers, and guests.
7. The Owner will comply with the Company's rules and regulations set out in the Marina Handbook available in the Marina Office and breach of such rules shall be a breach of this agreement within clause 4 hereof. Any waiver by the Company of any breach or condition shall not be deemed to be a continuing waiver.
8. If upon termination of this agreement the Owner shall fail to remove the vessel, or shall fail to pay monies due hereunder to the Company, the Company may without notice and without prejudice to all its other rights:
 - a. Seize the vessel and all its appurtenances and contents until payment of all monies due.
 - b. Sell the vessel and the appurtenances and contents either by private treaty or public auction after giving ninety (90) days notice in writing to the Owner and recover from the proceeds of sale the costs of such sale and monies due and if this claim be invoked then the Owner shall be deemed to have appointed the Company its agents for the purposes of such sale and the Company shall be free of all responsibility for any loss or damage suffered by the Owner as a result of such exercise of its rights hereby respective of any negligence or willful default by the Company servants or its agents otherwise.
9. The applicable law of this contract is B.V.I. law and under the jurisdiction of the Virgin Islands high court of justice.

AS WITNESS the hands of the parties hereto:

Owner/Captain _____ Date: ____/____/____
day month year

Virgin Gorda Yacht Harbour _____ Date: ____/____/____
day month year