



## **ROYALE YACHT WORKS CUSTOMER INDEMNITY AND HOLD HARMLESS**

### **Limitations and General Terms of Royale Yacht Works with Boat Owner**

All boat owners shall provide a copy of his/her boat insurance prior to haul out. Royale Yacht Works shall not be held responsible or liable for loss due to theft, pilferage, vandalism, and fire or water damage while in the service yard. OWNER understands that security service provided by the service yard is a courtesy and that said yard bears no responsibility for any breach in its security.

### **Boat Owner's Liability: Indemnity and Hold Harmless of Royale Yacht Works**

OWNER agrees that Royale Yacht Works SHALL NOT be held responsible for damage to any property or injury to any persons while the owner's vessel is stored. Boat Owner agrees to indemnify and hold harmless Royale Yacht Works, from all liability for personal injury, loss of life, property damage as well as all claims, proceedings, damages, actions and liabilities including attorney's fees arising from or connected with the Owner's occupancy and use of the yard workspace area.

### **General Terms and Conditions**

Royale Yacht Works is not responsible for any work performed by subcontractors which you hire to work on your vessel, rather we are only responsible for work performed by subcontractors we hire pursuant to an agreement with you. OWNER agrees to pay all applicable yard fees including but not limited to haul, block, launch and layday fees.

In the event of emergency conditions such as hurricane, fire etc. whereby additional crews may be warranted, OWNER agrees that additional charges may be made to the regular rate. Owner understands the importance of abiding by the Yard Managers direction during these types of events. Shore blocks and jack stands must only be adjusted by yard personnel.

NO work is to be performed by the boat owner. Moon lighting is strictly prohibited. Working in the slings is not permitted, all vessels must be blocked before boarding. Free Running water is not permitted in the service yard. Only biodegradable cleaning products may be used. Cleaning products containing ammonia, petroleum distillates, sodium hypochlorite or chlorinated solvents is strictly prohibited. All hot work, flame cutting, welding etc. must be approved by the yard manager. A fire watch person is always required during hot work operations. MARRONE INVESTMENTS, INC. does not rent scaffolding, lend tools, or provide ladders.

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## **Default or Breach**

Vessels will not be launched until the yard invoice is paid in full. Failure to pay any invoice pursuant to the terms of this agreement may result in a lien being imposed upon the vessel pursuant to Fla. Stat. Sect. 328.17. Owner agrees that the service yard where the vessel is being hauled may follow whatever procedure is provided by law to enforce said lien. Owner shall be responsible for all expenses incurred by the service yard in connection with enforcing said lien or any part of this Agreement, including but not limited to attorney fees and judicial costs. For all purposes under this Agreement, including the mailing of any Notice required by Fla. Stat. Sect. 328.17, the address provided by the owner in this Agreement shall be the place where any legal notice shall be delivered, unless Owner has provided a written change of address prior to default. Owner agrees to accept any such notice at this address and waives any objections to delivery when a notice is sent by certified mail or regular mail to this address.

OWNER acknowledges receipt of the current rates attached hereto and incorporated by reference. Owner agrees to pay all applicable rates, fees and charges and acknowledges that no boat will be re-launched until all open invoices are paid in full, by cash or approved credit card. Royale Yacht Works does not accept checks in payment of yard invoices. OWNER agrees to let a representative of Royale Yacht Works sign and hold harmless any boat yard in which the vessel will be hauled out.

### **HAUL & LAUNCH / TRAVEL LIFT CHARGES (30' Minimum on All Boats)**

- Up to 41' \$8.75/ft Includes pressure wash + Block Charge (see below)
- 42' to 62' \$9.50/ft Includes pressure wash + Block Charge (see below)
- 63' & up \$11.75/ft Includes pressure wash + Block Charge (see below)

### **BLOCK CHARGES**

- Up to 39' \$400.00                      48' to 52' \$500.00
- 40' to 47' \$450.00                      53' to 70' \$550.00

### **ADDITIONAL TRAVEL LIFT CHARGES**

- 6-foot draft or more/special blocking: \$3.50 per foot extra
- Special chine or splash rail blocking on haul out: \$75.00
- Travel Lift: \$500.00 per hour (one-hour min) plus labor (NO contractors may work in slings)

### **OTHER CHARGES**

- **Laydays: \$2.50 per ft. per day (First 14 Days/2-day minimum)**
- **Next 7 Days \$3.50 per ft. per day / \$.50 cents increase each additional 7 days**
- **Environmental Fee 5% & Sales Tax 7% (unless tax exempt paperwork is supplied)**

### **LABOR RATES**

- Scraping, additional sanding, zinc replacement \$80.00 per hour
- Fiberglass and gelcoat repairs \$150.00 per hour
- Forklift with Operator \$150.00 per hour
- Mechanical Labor \$150.00 per hour

All "per foot" pricing is based on length overall / including scaffolding and /or work floats. Rates are effective upon release and subject to change without notice. Customers must provide proof of ownership and proof of insurance upon arrival at the yard and prior to start of work. Payment terms must be in place and agreed to prior to start of work. Long term vessels will be billed biweekly. ONLY LICENSED AND INSURED SUBCONTRACTORS ARE ALLOWED TO WORK IN THE YARD AND MUST SIGN IN WITH THE OFFICE PRIOR TO WORKING EACH DAY All subcontractors must submit a copy of their insurance listing 'Marrone Investments, Inc. / Royale Palm Yacht Basin' additionally insured prior to yard entry

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Sub-Contractor Registration (Please list all possible sub-contractors visiting this yard)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Please have all subcontractors check in at the office prior to entering the yard. All sub- contractors must carry General Liability and Workman's Comp insurance naming MARRONE INVESTMENTS, INC. as additionally insured. Laydays will apply beginning on the first day of haul out. Please see the current price sheet for layday fees.

**Owner Information**

<b>Name:</b>			
<b>Phone:</b>			
<b>Email:</b>			
<b>Address:</b>	Street: City/State: Zip:		

**Vessel Information**

<b>Make/Model:</b>			
<b>HIN:</b>			
<b>Size:</b>	Length:	Beam:	Draft:
<b>Boat Name:</b>			

By signing, I agree to the terms and conditions of this registration agreement. I have read and understand this document including the Indemnity & Customer Hold Harmless and current labor rates.

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature \_\_\_\_\_

Initialed: \_\_\_\_\_