



## **TERMS & CONDITIONS**

The term “boatyard” wherever used herein shall refer to South Coast Holdings trading as Grenada Marine. The term “owner” wherever used herein shall refer to the lawful Owner of the Vessel, or the person acting as the authorized agent for the Owner of the Vessel named on the contract. The term “Vessel” wherever used herein shall include any outboard engine, equipment, appurtenances etc. of the vessel named on this storage contract.

By signing below I agree to the following conditions:

### **HAULING & LAUNCHING**

- The vessel length for calculating the storage fee shall include bowsprit and any other non-removable appendages. The boatyard reserves the right to measure all vessels upon hauling.
- The boatyard office shall establish a hauling and launching schedule for all vessels. This schedule is based on the owners at least thirty (30) days advance notice of their intended haul/launch dates.
- If owner cancels a haul/launch date, the boatyard reserves the right to reschedule a new haul/launch date at the boatyard’s convenience.
- Haul/launch times are to be considered flexible. The boatyard reserves the right to reschedule haul/launch times.
- Vessels will be scheduled for launch Mondays through Fridays only.
- Any vessel not ready for scheduled launch that has to be moved will be charged accordingly, save and except for vessels with works being performed by the boatyard.
- The boatyard cannot guarantee the completion of all works within the customers’ timeframe.

### **SERVICES**

- The boatyard shall proceed with due diligence to perform agreed and specified works but shall not be liable for any delay in the completion of the works from any cause whatsoever.
- No competitive labor will be allowed to work on vessels in the boatyard.
- Owners performing their own work will use proper means of disposing of rubbish. Owners are responsible for keeping their own work-areas clean or will be subject to clean-up charges. It is further agreed that the boatyard shall be informed of the nature of all such works prior to commencement. The boatyard reserves the right to disallow any such works.
- It is understood and agreed that any problems arising from and/or related to work performed on the vessel can best be resolved by maintenance of close liaison between the boatyard and the vessel owner and that both parties will make every good faith effort to avoid and resolve any problems and disputes. In the event that irreconcilable problems arise, the parties agree to submit to binding mediation under the auspices of The Eastern Caribbean Supreme Court’s Mediation Coordinator.



## ACCOUNTS

- All storage charges are due and payable at the first of each month.
- Valid credit card details must be left on file with the boatyard office REGARDLESS of any other payment methods selected by the Owner.
- All yard bills are to be paid in full prior to launching of the vessel. Please allow at least 3 to 7 days for wire transfers to clear.
- Interest is calculated at the rate of 1-1/2% per month from the date of billing on all accounts not paid within 30 days of billing. All costs of collection are the responsibility of the client.
- The Owner understands and agrees failure to pay storage fees for a period of 6 months or more creates a lien on the vessel of the Owner for monies owing to the boatyard. The boatyard shall issue a written notice to the Owner for payment of outstanding storage fees and within 30 days of issuing the written notice, the Owner shall pay the outstanding storage fees failing which the vessel shall be taken as abandoned property which the boatyard will be at liberty to dispose of.
- Vessels stored and carried over from the previous calendar year will be subject to applicable rate changes.

## STORAGE

- The vessel length for calculating the storage fee shall include bowsprit and any other non-removable appendages.
- Owners must remove or make arrangements for the removal of all canvases, biminis, covers, awnings and sails.
- No vessels may be plugged into electrical outlets while the vessels are unattended in storage.
- Any dinghies left untagged, unattended or unsecured will be removed from the property.
- Owners understand and agree that the boatyard may move his/her vessel to any other space when deemed necessary.
- Owners are required to leave one complete set of keys at the boatyard office.
- Only boat owners, skippers and crew are permitted to work on boats in the yard. Heavy sanding, grinding, welding, peeling, fiberglass work, sandblasting, spraying, steel grinding or osmosis-type projects are not permitted.

## LIABILITY

- Yachts must be covered with adequate insurance, both liability and for hull.
- The boatyard shall not be responsible for damages caused by fire, theft, storm, wind, rain, flood, wildlife or any other causes beyond their control while the vessel is stored. It is understood and agreed that the boatyard will not be responsible for any items of personal property left in the vessel.



### **SAFETY/SECURITY**

- No vessel is allowed to anchor, sail, motor or drift into or around the travelift slipway unless instructed to do so by the Yard Office.
- Chocking stands may not be moved or shifted by Owners.
- There shall be no burning of paint/chemicals or the use of any other open flame on the property.
- Owners must leave a set of labeled boat keys or padlock combination with the boatyard office.
- The raising of sails or removal of standing rigging by owners is strictly prohibited while the vessel is on the hard.
- Liveaboard clients who are expecting guests and visitors to the compound are asked to alert the security guards and/or the boatyard office of their plans, so the necessary security arrangements can be made.
- Clients are advised that NO UNAUTHORISED PERSON(S) will be allowed to board unattended or unoccupied vessels on the hard. Clients are requested to provide written consent via letter, fax or email, to the boatyard office specifying any person(s) they wish to have visit or live aboard their vessel.
- Pets will be on a leash at all times and will be walked in the area designated by the boatyard. Owners are responsible for cleaning up after their pets.

**I CONFIRM I HAVE READ THIS AGREEMENT AND UNDERSTAND THE TERMS AND CONDITIONS HEREIN.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Boat Name: \_\_\_\_\_

I FURTHER AUTHORISE THE BOATYARD TO CHARGE MY CREDIT CARD AS PAYMENT FOR THE MONTHLY STORAGE CHARGES AND OTHER SERVICES REQUESTED AS ON THE WORK LIST SUBMITTED. I ALSO AGREE THAT THIS AUTHORISATION AUTOMATICALLY EXTENDS TO ANY OTHER CREDIT CARD I MAY PROVIDE IN THE FUTURE.

CARD # \_\_\_\_\_

EXP \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_