

North Sound Marina
TERMS & CONDITIONS OF CONTRACT AGREEMENT

This Agreement is made between North Sound Marina (hereas referred to as NSM) and the owner, master/agent of the Vessel named overleaf in relation to use of facilities and services provided by North Sound Marina

In the following contract "premises" refers to any property belonging to North Sound Marina.

1. Entry into the premises by land or by water constitutes acceptance of NSM'S published regulations, terms, conditions and charges, whether or not this Agreement has been signed.
2. We and our employees accept no responsibility for loss, damage or delay arising from any cause whatsoever unless such loss, damage or delay was caused by, or resulted from, our negligence or deliberate act or that of those for whom we are responsible. Subject to that exception, all Vessels and gear are repaired, worked on, moved, stored or otherwise managed and kept at the sole risk of the Owner Customers. Their Vessels and/or property are adequately insured against all risks: they also should ensure that they themselves are adequately insured against third party risks as they may be liable for damage caused by their Vessels, themselves, or their crew whilst on or about the premises. It is required that all vessels have current third party insurance and a copy of the policy is to be available for inspection.
3. No Vessel, when entering or leaving or manoeuvring in the harbour, shall be navigated at such a speed or *in such a manner to* endanger or inconvenience other vessels on the premises.
4. In the interests of safety and expedience, we reserve the right to move any vessel and gear at our discretion.
5. Subject to any agreement to the contrary, we have the right to exercise a general lien upon any Vessel and/or its gear and equipment whilst in or upon our premises or afloat at any of our moorings, until such time as any moneys due to us from the Owner in respect of such Vessel and/or its gear whether on account of storage or mooring charges, work done or otherwise shall be paid.
6. All bills shall be settled prior to any Vessel leaving the premises. Unless otherwise agreed in writing, payments of any amounts due to NSM shall be made within 15 days of the invoice date or prior to launch, whichever is earlier. A charge of 2.5% per month shall be added to all amounts not paid within 30 days. Acceptable methods of payment are US cash, EC Cash, visa, and Master Card only. **AMEX is not accepted.**
7. North Sound Marina shall have a lien against the Vessel described in the contract Agreement, her appurtenances and contents, for unpaid sums due for use of dock facilities or other services or materials, or for spills or damage caused or contributed to by boat or Owner.
8. When a Vessel enters the Marina, it immediately comes under the jurisdiction of Marina Management and shall be berthed and maneuvered only as directed. The Marina reserves the right to move any boat in the absence of the Owner or Captain should the need arise.
9. No work may be done to any Vessel in the Marina without the approval of the marina office. No subcontractor will be permitted to work in the Marina without prior arrangement, permission for which shall not be unreasonably withheld.
10. The Owner of any boat in the marina is responsible for the actions of himself, his guests and those in his employ. It is his responsibility to acquaint all those associated with his Vessel with the provisions, conditions, rules and regulations specified in this document and to ensure compliance with them. Failure to do so will result in the immediate termination of all work on that Vessel and the ejection of the Vessel from the Marina after all charges are paid.
11. The Marina is not responsible for loss or damage to any boat within the confines of the Marina. The Owner of any Vessel is totally responsible for any damage sustained by another boat or by Marina property arising out of the operation of his Vessel, or the actions of himself or his crew, including oil spills from pumping bilges.
12. For long term storage during hurricane season, the Owner is responsible for the removal of all sails and covers. Should it be found necessary for NSM to remove such items the Owner will be charged accordingly.

Continued pg/2

13. Any Vessel left unattended in the confines of the Marina remains the sole, inescapable responsibility of the Owner. The Marina assumes no liability for any loss or damage arising from any cause other than such work being performed by the Marina at that time; and the responsibility for the care, custody and control of the Vessel remains that of the Owner unless relinquished to the Marina by separate written contract.

14. In cases where NSM is to give notice to an Owner for any reason, such notice shall be deemed to be lawfully served if served personally on the Owner or sent via email or recorded delivery service to the last known address of the Owner. It is the Owner's responsibility to ensure the Marina can reach either himself or an authorized represent at all times.

15. In the event the Marina is unable to reach the Owner or an authorized representative, the Owner authorizes the Marina to act in what they deem to be his best interests. The Owner understands that in this situation the Marina assumes no responsibility whatever 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 Marina for more than sixty (60) days, during which time the Marina has been unable to communicate with the Owner, the Vessel will be deemed abandoned. Steps will be taken to obtain title to the vessel and the Vessel will then be disposed of by means as provided for by law. Any agreement made to offset these conditions MUST be specifically stated in separate written contract.

16. NSM makes no warranties, express or implied, in relation to the quality or continuity of water or and electricity throughout the Marina.

17. In the interest of environmental consciousness, and with respect to other customers:

- a) No paper or solid matter shall be discharged from toilets while a Vessel is in the Marina.
- b) No refuse shall be thrown overboard or left on the docks, car parks or in the boat yard, or disposed of in any way other than in the receptacles provided by NSM in the boat yard and in the parking lots, or by removal from NSM'S premises.
- c) No noisy, noxious or objectionable engines, radios or other apparatus or machinery shall be operated within the harbour or premises so as to cause any nuisance or annoyance to NSM, to any other users of the harbour or premises or to any person residing in the vicinity. Halyards shall be secured so as not to cause such nuisance or annoyance.
- d) No live aboard without prior approval from Marina Management. Living on board in the boatyard, on wall or pier is not permitted without prior documented permission from the yard supervisor or Marina Office, which permission has been given for the crew of _____ during the week following haul and the week prior launch.
- e) Swimming, diving and fishing are not permitted in the Marina or along the boatyard seawall.
- f) Pets are permitted on board a Vessel in the Marina only if they do not disturb other occupants of the Marina and if they have been cleared with the appropriate governmental authorities.
- g) No charcoal barbecues or fires or fireworks of any kind are to be lighted on a Vessel or in any part

of the Marina, or washing exposed.

h) No items of boats, gear, fittings or equipment, supplies, stores or the like shall be left upon the docks or car parks, nor in the docks or car parks to be used for the maintenance of any boat, materials or equivalent.

i) Do it yourself work is not permitted by Captains and crew without prior documented permission from the yard supervisor or Marina Office.

j) Vehicles are not permitted in the boatyard without permission.

*** Notwithstanding any other rules or regulations which are posted for the benefit of North Sound Marina's customers in and around the North Sound Marina's premises. These terms and conditions are subject to change without notice.

Signed by: _____

Vessel: _____

Date of Entry: _____

Upon Launching of the Vessel:

Date of departure: _____

Signed by: _____