



Clarke's Court Boatyard & Marina

Terms and Conditions

Woburn | St. George's | Grenada West Indies
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In these Terms and Conditions, the following terms shall have the meanings as specified below:-

"The Yard" will refer to Commercial Holdings (Grenada) Ltd trading as Clarke's Court Boatyard & Marina

"Owner" shall include authorized person, a charterer, master, agent or any other person lawfully in charge of the Vessel.

"Vessel" shall mean the boat, yacht or more particularly described and includes its gear and equipment.

The following documents are required prior to haulout/storage/ berthing/ mooring

1. Copy of vessel registration
2. Copy of vessel valid insurance for the period required for haulout/ storage/ berthing/mooring: **No vessel will be accepted for haulout without proof of the required insurance**
3. Copy vessel Grenada's customs clearance
4. A valid credit card must be left on file despite arrangements for other forms of payment

Haulout

- The vessel shall be hauled, stored, berthed or placed on a mooring at the Owner sole risk. The Owner warrant(s) and guarantee(s) that the hull is in sound condition and capable of being hauled by our travel lift and or submersible trailer without damage to it or The Yard's equipment.
- The Owner agrees to make available to The Yard information pertinent to any underwater fittings or hull configurations that could affect the position of the lifting equipment. No responsibility will be accepted by The Yard for any damage to any parts of the vessel, caused by the vessel's approach into the slipway/ lift basin or by any actions of the lifting process. **This also applies to the re-launching process.**
- **HEAD SAIL MUST BE REMOVED PRIOR TO HAULING OUTSIDE OF HURRICANE SEASON OTHERWISE ALL SAILS AND SOFT BIMINIS MUST BE REMOVED.** Sun awnings, bimini tops, etc. all dinghies, windsurfers and other miscellaneous gear left on deck must be secured prior to making entry into the slipway/ lift basin for hauling.
- The Owner is responsible for directing the placement of lifting slings, Docking lines, Chocking positions and placements and hereby agrees to their proper placement. No liability is accepted for interior or exterior bulkhead movement, or damage to the vessel as a result of the haulout and launch and or as a result of chocking placement.

Storage on the hard

- All charges associated with lift/launch are payable at the time the vessel is hauled. Storage for the first month or the specified expected time stored if less than 1 month is payable at the time the vessel is hauled; Storage for subsequent months is payable on a monthly basis on the 1st day of each month and shall become past due on the 7th day of the month and subject to a 2% per month penalty fee
- The Yard shall not incur liability of any kind whatsoever for any damage resulting from fire, it being understood that The Owner shall carry such fire insurance as they desire for their protection. Nor shall The Yard be liable for any damage resulting from any strike, riots, or act of God, which includes all the elements.
- All vessels shall be handled by The Yard at the Owner's risk.
- The Yard shall not be responsible for the loss of any articles or equipment left on the vessel. The Owner for safekeeping should remove items not affixed to the boat.
- The Owner shall remove all combustible/ volatile chemicals prior to leaving the boat in storage. These chemicals include but are not limited to paint, thinners, gasoline etc...
- All perishable food items must be removed from the vessel at time of haulout for storage or service. Only designated yard personnel are allowed to move chocking, stands, cradles etc...as deemed necessary. It is agreed that The Yard has been relieved of the aforesaid liabilities.

Berthing/ Moored

- No work shall be done to the vessel whilst berthed in the marina. A waiver of this restriction can be applied for from the Yard Manager.
- All lines (or chain) used to moor the vessel either at the dock or on a mooring shall be in good conditions. The Owner agrees to replace or adjust these lines (chain) should the yard so request.
- It is the Owner's sole responsibility to ensure that the vessel is securely moored at all times. The yard will not be held responsible should the vessel be damaged or cause damaged resulting from inclement weather. All expenses related to the above mentioned damages would be for the owners account. In the event of a named system threatening the yard the Owner will remove the vessel from the dock 24hours before the systems arrives in Grenada unless other arrangements has been agreed to in writing between the owner and The Yard.

Work on Vessel

- Owner may engage the services of **any approved contractor, registered with The Yard**. This approval must be in no way be interpreted as a recommendation by the yard of the contractor. **The Yard accepts no liability in time or cost for any lack of performance by the contractor in his obligations to the owner.**
- **The owner (or his representative) is responsible for all charges invoiced by the yard incurred by persons authorized by owner to work on the vessel. This includes, but is not limited to, power, scaffolding, crane, welding equipment, generator, labor or water, etc". It is the Owner's responsibility to notify the yard when these services are no longer needed and to report any items removed from the vessel without owners consent.**
- If the Owner requires The Yard to do work on the vessel, the Owner must receive an estimate from the yard manager that fully specifies the scope of the work and the price. The work will be carried out on the signed approval of the Owner. Any variations to the work as described in the quote must be covered by a new estimate.
- All work being carried out on the vessel by the Owners or contractors must at all times be undertaken in a safe manner. **Tarpaulin is required for all antifouling works around and under the vessel.** The yard reserves the right to stop any activity that it deems to be unsafe or unacceptable practice.
- Vessel area must be kept cleaned at all times and free of oil, fuel, and paint or other toxic material lying on the ground.
- Welding, grinding or spray painting can only be undertaken with the written approval of The Yard. The Yard may at its discretion forbid such work to be undertaken.

Launch Procedures

- All invoices must be settled prior to launching the vessel or to leaving the The Marina. Payments are accepted either in Cash, VISA, MasterCard Credit Cards and Personal checks drawn on a local bank. Wire transfers are acceptable but must be received in The Yard's account and verified prior to launching the vessel or the vessel departing the dock. An express lien is hereby granted by the Owner of the vessel for any outstanding amounts not paid prior to departure which may be affected in any port in all jurisdictions
- It is agreed that any vessel in arrears over sixty (60) days is subject to the commencement of legal action which could result in the vessel being auctioned by court to recover any monies owed to The Yard. Interest will be charged at 2% per month and added to the outstanding balance.
- In the event that The Yard must take collection action, the Owner agrees to pay attorney collection fee equal to one third (1/3) of all amount due or collected. In any event the minimal fee shall be US \$200.00
- Any boat for sale while at The YARD may be advertised, shown, and demonstrated by the Owner, or the listing broker. No prospective customer, buyer, or unauthorized broker will be allowed on the vessel.

The signature by the Owner of this Contract constitutes acceptance of these Terms and Conditions, which shall govern all services and work rendered by The Yard.

NB: ANY ALTERATIONS TO THIS CONTRACT MUST BE COUNTERSIGNED BY THE OWNER AND THE YARD.

Owner signature

Date