



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.

"**Hurricane Season**" shall mean June 1st to November 30th.

"**LOA**" Length overall including all protrusions forward and astern.

"**LOD**" Length on deck including sugar scoop.

Associated Documents:

- Terms and Conditions – 2 pages
- Booking Form - 2 pages
- Owners employment of contractors
- Insurance option: Summary of Cover & Application - 1 page
- Service providers: Subcontractors list- 2 pages
- Contractors rules and regulations

The following documents are required prior to haul-out/storage/ berthing/ mooring

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

Sail Removal: Prior to arriving at haul-out slip or travel lift Bay. This includes vessels arriving prior to Hurricane season.

- **NON-Hurricane Season Storage & Service - Removal & storage of headsails only.**
- **Hurricane Season Storage - All sails including soft Bimini's to be removed and stored irrespective of when vessel is hauled.**
- **All sails must be installed only once vessel is launched. For sail storage ashore, contact Marina office.**

Note! Failure to comply to the above, will result in losing your haul-out time slot and deposit if unable to meet schedule.

Haul-Out

- 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.**
- Company Divers: - The presence of company divers does not reduce the Owners, Skipper, Representative's responsibility in this regard.
- 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 haul-out and launch and / or as a result of chocking placement.
- 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. Note! Secure storage is available ashore by contacting Marina office.

Storage on the Hard

- All charges associated with haul & launching vessels are based on LOA, including Davits & Bowsprit, or displacement tonnage of the vessel as measured with the yard travel lift whichever is greater. The Yard Manager reserves the right to measure the vessel at any time.
- Fees 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 in full before vessel is launched. Storage for subsequent months is payable monthly and shall become past due on the 7th day of receiving invoice and will be subject to a 2.5% monthly penalty fee.
- The Yard shall not incur liability of any kind whatsoever for any damage however caused by whom ever, resulting from fire, it being understood that The Owner shall carry such necessary insurance as they desire for their protection. Nor shall The Yard be liable for any damage or additional costs. (i.e. Travel, Accommodation, Transportation) 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 haul-out, for storage or service.
- Only designated yard personnel are to move chocking, ties, stands, cradles as deemed necessary. **This doesn't include subcontractors hired by owners.** It is agreed that The Yard has been relieved of the aforesaid liability should this clause not be followed.
- It is the responsibility of the owner or his representative to check that after the vessel has been chocked, and while the yard crew is still present, cockpit drainage is to his/her satisfaction. The cost of the later corrections will be for the owners account.

Berthing/ Moored

- No work shall be done to the vessel whilst berthed in the marina.
- All lines (or chain) used to moor the vessel either at the dock or on a mooring shall be in good condition. 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 damage resulting from inclement weather. All expenses related to the above-mentioned damages would be for the owners account.
- **Storm Notification:** 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 have been agreed to in writing between the owner and The Yard Manager.

Work on Vessel

Refer to attached document; **(Owners Employment of Contractors)**

Launch Procedures: - NO CASH NO SPLASH

- All invoices must be settled prior to launching the vessel or to leaving The Marina. Payments are accepted either in Cash, Visa, MasterCard, Credit Cards and Personal Bank cheques drawn on a local bank. Wire transfers are accepted, (allow 7 working days min) but must be received in The Yard's account and verified prior to launching of vessel. 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 2.5% 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 THE FULL AMOUNT due or collected. In any event the minimal fee shall be US \$500.00.
- 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

Administrative Manager

Date

