



MARITIMA DEL ATLANTICO S.R.L.

BOAT YARD HAULING AND STORAGE AGREEMENT FORM

- CLIENT
- OFFICE
- YARD
- ACCOUNTING

OWNER'S & VESSEL INFORMATION

OWNER'S NAME: _____
 AUTHORIZED REPRESENTATIVE NAME: _____
 ADDRESS: _____
 PASSPORT/ID: _____ STATE: _____ ZIP _____
 COUNTRY: _____ PHONE WHERE YOU CAN BE REACHED: _____
 ALTERNATE CONTACT: _____ PHONE: _____
 EMAIL ADDRESS: _____ FAX: _____
 VESSEL NAME: _____ HULL MATERIAL: _____
 MAKE OF BOAT: _____ HULL ID. / STATE REG: _____
 *LOA: _____ BEAM: _____ DRAFT: _____
**Overall length must include swim platform to the forwardmost fixed appendage of the bow pulpit.*
 WEIGHT: _____ BOAT TYPE: Sail - Power - Cruiser- Flybridge - Catamaran
 SAIL: One mast - Two mast POWER: Gas or Diesel
 INSURANCE POLICY CARRIER: _____
 POLICY NUMBER: _____ REGISTRATION NUMBER: _____

IT IS THE RESPONSIBILITY OF VESSEL'S OWNER OR AUTHORIZED REPRESENTATIVE TO DIRECT BOATYARD STAFF ON PLACEMENT/NUMBER OF LIFTING STRAPS AND TO INFORM STAFF OF ANY UNSEEN OBSTRUCTIONS OR APPURTENANCES ON THE VESSEL. OWNER MUST INFORM STAFF ON PREFERRED JACK STAND AND KEEL BLOCKS PLACEMENT AND FAILURE TO DO SO PRIOR TO SERVICES BEING RENDERED WILL IN NO WAY MAKE THE BOATYARD STAFF LIABLE FOR DAMAGES.

HAULING AND LAUNCHING DETAILS

ALL LINES MUST BE COMPLETED

HAULOUT DATE:	APROX LAUNCH DATE:
REASON FOR HAULING: SHORT TERM STORAGE - EMERGENCY REPAIRS - BOAT YARD REPAIRS - LONG TERM STORAGE	
TYPE OF WORK REQUIRED: ELECTRICAL - MECHANICAL - PAINT - FIBERGLASS - WOOD ULSPHOLSTERY - CANVAS - WELDING - RIGGING	

HAUL-OUT / LAUNCH RATES

Length in Feet	Per foot
26'-60'	\$21.00+tax.
SPECIAL HAULING: 50+ Ton, 17'+ Beam, Steel hull, 2+ mast, 8'+ draft.	\$28.00+tax.

- Please note that hauling and launching are billed together and must be paid before the service.
- If contractor labor is needed during haul, will be provided on a per hour basis at below General Labor rate.
- Maximum weight limit is 60 tons.
- Access ladder, electric cords, water hoses are not included in our service.

OWNER SIGNATURE: _____ DATE: _____ M.D.A. _____

SERVICE PRICELIST AND YARD REGULATIONS CONTINUES IN NEXT PAGE...



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***ALL WORK BELOW IS QUOTED BY THE JOB OR ON A TIME AND MATERIAL BASIS**

ALL LINES MUST BE COMPLETED YES / NO

- (_____) Pressure Wash and Scrape USD\$60/hour (_____) Buffing and Waxing
- (_____) Full Bottom Job (_____) Shaft or Prop Work (_____) Welding and Metal Fabrication
- (_____) Repacking Stuffing Boxes and Rudder Glands (_____) Bilge Pump and Bilge Pump Switches
- (_____) Steering (_____) Trim Tabs (_____) Change Oil and Filters (_____) Marine mechanic
- Engines: _____ Model: _____
- Generator: _____ Model: _____
- Trans: _____ Model: _____
- (_____) Heat Exchangers (Subcontracted) (_____) Electronic Repairs
- (_____) Zincs (_____) Gauges (_____) Wood Varnish or Fabrication
- (_____) Fiberglass Repairs (_____) Rigging on Sailboats
- (_____) Marine Paint Work (_____) Fuel Tank Cleaning

**NO EXTERIOR CONTRACTORS ARE ALLOWED, ALL WORK IS CONTRACTED BY MARITIMA DEL ATLANTICO S.R.L.*
**ONLY AUTORIZED DIY WORK IS PERMITTED.*

15% ADDITIONAL SERVICE CHARGE:

- All subcontracted jobs. ONLY AUTORIZED S.R.L. COMPANIES.
- Any job over normal 10 hours. : 8:00am to 6:00 pm Mon to Fri / Sat until 12:30 pm/ Sundays closed.
- Emergency work done during the week, after normal hours.
- Any work done on weekends or holidays.

HEAVY EQUIPMENT RENTAL FEES

The heavy equipment in the boat yard is available for rent by fixed service; all fees must be paid in advance prior to the work. All heavy equipment rentals include fuel, operator and rigger.

BRODERSON IC-80 DECK CRANE 8TONS	5TONS-	USD\$100.00xh
STEER SKID BUCKET OR FORK 2.5TONS	1.5TONS -	USD\$100.0xh
FORKLIFT <10TONS		USD\$100xh
BOAT STANDS ADJUSTMENTS	<7 BOAT STANDS	USD\$50.00
TRAVELIFT MOVEMENTS OR USE IN YARD (MAX 1HR)		Normal US\$10 x ft / Special Hauling US\$14 x ft

This agreement is an admiralty and maritime dry storage rental agreement under the General Maritime Laws, Statutes; and Codes of the United States of America and Dominican Republic - between Ocean World Marina, Maritima Del Atlántico S.R.L. and the undersigned vessel owner and/or representative. The terms of the space rental agreement approved by the current ordinance (a copy of which is on file in the office) are incorporated herein by reference. Undersigned has read and understands the above rules and acknowledges that the above is part of the full schedule of "Rules and Regulations" available to undersigned and undersigned agrees to said, "Rules and Regulations". Further, this agreement is subject to the terms and conditions on the reverse side. In executing the agreement, the undersigned acknowledges that he or she has read, understands, and agrees to the terms and conditions.

OWNER SIGNATURE: _____ DATE: _____ M.D.A. _____

BOAT YARD SAFETY & ENVIRONMENTAL RULES CONTINUES IN NEXT PAGE...



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BOAT YARD SAFETY & ENVIRONMENTAL RULES

The following rules and regulations are compiled for the protection of your yacht and gear. Please abide by them as they ensure personal, as well as property safety.

1. Owners, Captains, or their representatives must complete a Hauling/Launching form and invoice prior to hauling. The full cost for must be prepaid.
2. A minimum of twenty-four-hour launch notice is required. No Haulouts or launches on weekends or holidays unless prior scheduling with yard manager has been arranged and approved.
3. No one will be allowed to remain on board any vessel being hauled or moved.
4. No boat stands may be moved at any time. Please ask for assistance from yard personnel.
5. No outside vehicles shall be permitted to operate within the work yard without management's approval.
6. All work is to be performed by officially recognized crew or yard personnel only.
7. Outside contract work is strictly prohibited without prior management's approval. Approved outside contract labor is subject to a 15% commission payable to OWM - MDA. Unauthorized Freelance labor contract is not allowed at any time. Violation of this rule shall be cause for immediate settlement of all current charges and immediate launching regardless of the status of work in progress.
8. Do not help yourself to materials, please ask for assistance from a yard employee.
9. Power tools will not be rented or loaned to anyone desiring to do their own work at any time whatsoever.
10. Anyone found tampering with yard equipment or materials will be subject to covering replacement costs, fines, or prosecution by Marina Management.
11. The yard takes no responsibility for accidents, injury, or death to any persons in or working within the yard at any time. All persons wishing to enter the boat yard for any reason do so at their own risk.
12. The raising of sails or removal of standing rigging is strictly prohibited while yachts are on hard standing. No one shall go aloft ever while on yard property.
13. Open fires are prohibited at all times.
14. Long Term Storage fee requires a minimum of 3 months prepaid and contract.
15. The position of the vessel in the yard is not optional.
16. Spray painting is permitted only with prior approval from yard.
17. Management requests that all vessels "keep their area clean". Waste oil must be put into approved receptacles.
18. All outstanding bills must be paid with proper proof of receipts prior to launching any vessel.
19. Please lock your boats and dinghies when unattended. The marina is not responsible for any lost items.
20. No climbing the mast while the boat is in the yard.
21. All sails are to be removed and stored prior to boat being hauled out for safety purposes while up on stands.
22. No debris from any work performed on boats may be allowed to contaminate the yard. Tarps must be used on all work performed in work spaces at Contractor/owner expense; a single tarp needs to cover length of vessel and width no less than 15ft to prevent run-off.
23. Dispose of paint cans drop cloths, oil, gas, diesel, solvents, paint, bilge water, cleansers and other hazardous or potentially hazardous waste in a lawful manner clean up after yourselves and keep the area under your boat clean. Trash cans are located throughout the yard
24. No overboard dumping of any water, gray water, chemicals or fluids into the yard.
25. Only boat yard staff may adjust boat stands. Do not under any circumstances adjust these stands yourself.
26. All Contractor's work is strictly prohibited without prior management's approval; violation of this rule shall be cause for immediate launching regardless of the status of work in progress.
27. The Haul out yard is designated as a work site for authorized contractors only. Please check with marina office for a current list of contractors.
28. Report all environmental hazard and/or chemical spills to the haulout manager immediately and contact the Marina Office at 809-970-3373.

OWNER SIGNATURE: _____ DATE: _____ M.D.A. _____

BOAT YARD REGULATIONS CONTINUE IN NEXT PAGE...



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BOAT YARD REGULATIONS

- 1. Definitions.** "Owner" means the vessel owner, or an authorized representative, set forth in this agreement. "Boatyard" means. Maritima del Atlántico, S.R.L.
- 2. Payment.** Payment must be paid in full by cash, or electronic payment payable to MDA Office. All overdue invoices will have a \$25.00 late fee added as well as accrue interest at a rate of 18% annum.
- 3. Maritime Lien.** This Agreement is a maritime agreement under the general maritime laws, statues, and codes of the Dominican Republic. Boatyard provides storage and repair services to the Owner on the basis that the Boatyard relies on the financial credit of the vessel. Boatyard shall have a maritime lien against the described vessel, her appurtenances, and contents for sums due for work performed, slip/mooring/space rental, and for injury or damage caused or contributed to by the Owner or Owner's agents or employees, including but not limited to damage to equipment, personal injury or death, other vessels, pollution by oil or its derivatives, sewage or other hazardous material, loss by sinking, fire or other losses.
- 4. Release, Limitation on Liability;** this agreement is to provide service work and/or dry storage. Owner agrees and understands that this agreement does not create a bailment, nor do the parties intend to create a bailment of the vessel. At all times, dominion and control over the vessel shall remain with Owner. Owner releases and discharges Boatyard and Boatyard's owners, shareholders, agents, and employees from all claims, causes of action, and liability for damages, injuries and losses of any kind arising out of this agreement, the work on the vessel, or the presence of the vessel at Boatyard. Boatyard will take precautions to safely operate and prevent any damage, however Owner agrees that Boatyard shall not be liable (1) for damage to the vessel during haul outs, launches, or storage; (2) for the care or protection of the vessel, including her gear, equipment appurtenances, and contents; (3) to Owner or Owner's employees, agents, or invitees for any injury or damage to person or property caused by any act or omission of Boatyard or Boatyard's employees or agents; (4) for the acts or omissions of any other vessel owner or party; (5) for the condition of the piers or vessel stalls or other Boatyard's property; (6) for fire, theft, rain storm, electrical surge or malfunction, or Acts of God; and (7) for damage or injury resulting from any act, omission, carelessness, or negligence of Boatyard or Boatyard's employees or agents.
- 5. Use of Boatyard and Equipment.** Owner understands that no professional labor services, (for example mechanical, fiberglass, or electronic repair work) will be allowed onto Boatyard's property unless approved by the Boatyard in advance, a certificate of insurance is filed in the Boatyard's office prior to starting work and a commission in an amount equal to 15% of the amount billed to Owner is paid to Boatyard by such service or contractor. Owner will present to Boatyard a copy of an insurance certificate or insurance policy demonstrating that the vessel is insured, with full marine and liability coverage, with limits no less than \$1,000,000. Owner and Owner's contractors must supply proof of workers compensation insurance covering their employees. All contractors must sign in and out at Boatyard's front office. Further, Owner shall be liable to Boatyard for any damage to Boatyard property and equipment caused by Owner, or Owner's agents, employees, contractors, or guests. Owner agrees to promptly pay Boatyard for any such damage to Boatyard's property and equipment.
- 6. Indemnification.** Owner agrees to protect, indemnify, and hold harmless Boatyard and Boatyard's agents, employees, owners, and shareholders from and against any and all claims, demands, damages, suits, losses, attorneys fees, liability awards, judgments, and expenses of any nature for damage to property or for damage to any person or persons resulting from or in any way arising out of the use or occupation of the Boatyard facilities or premises, or acts, omissions, carelessness, or negligence of Owner or Owner's employees, agents, contractors, or invitees while on the premises of Boatyard
- 7. Assumption of Risk.** Owner understands that taking part in boating can be hazardous and involves the risk of personal injury and/or death. The risks and dangers of the activity include, but are not limited to: changing weather or water conditions; debris; tides; currents; wake action; slips; falls; collisions, including but not limited to, collisions with other participants, boats, watercraft, and other manmade and natural objects; weather conditions; capsizing; sinking; exposure to elements; drowning; marine and other wildlife; equipment failure and/or defects; operator error, mental distress from exposure to any of the above; and negligence of others. Owner acknowledges that this list of dangers and risks is not complete. Owner understands the nature of the activity and voluntarily chooses to participate in the activity of boating knowing the dangers and risks.
- 8. Waiver of Subrogation.** Owner's insurer shall have no subrogation rights against Boatyard for any damage, injury, or loss sustained by Owner or Owner's vessel, agents, or employees arising out of this agreement.
- 9. Sinking Boats.** Owner shall ensure that the vessel is pumped free of water and is not in danger of sinking. Although Boatyard has no responsibility to do so, Boatyard may, at its discretion, pump water from the vessel if it is sinking. Owner agrees to reimburse Boatyard for any expenses associated with said pumping. Further, although Boatyard has no responsibility to do so, Boatyard may, at its discretion recover a sunken vessel. Owner agrees to reimburse Boatyard for any expenses associated with said recovery.
- 10. Sewerage Pump Out; Discharge.** Owner shall ensure that all sewerage, oil, gas, refuse, or other debris is disposed of properly. In the event Owner or the Owner's employees, agents, contractors, or invitees causes or allows discharge of any sewerage, oil, gas, refuse or other debris, the Owner shall be responsible for notifying all appropriate government agencies including Georgia Department of Natural Resources and the United States Coast Guard and any expenses associated with cleaning or restoration.
- 11. Entire Agreement.** This agreement shall constitute the entire contract between Owner and Boatyard. No alterations, modifications, and/or amendments of this agreement shall be binding against Boatyard unless in writing and duly signed by Owner and Boatyard.
- 12. Non-Waiver.** Failure of Boatyard to enforce any provision in this agreement or in the rules shall not be a waiver of Boatyard's right to enforce the same provisions or any other provisions of this Agreement or rules.
- 13. Venue.** This agreement shall be construed under and in accordance with the laws of the Dominican Republic. The venue for any dispute arising hereunder shall be resolved in the Dominican Republic. The undersigned acknowledges that he or she has read, understands, and agrees to the above terms and conditions.

OWNER SIGNATURE: _____ DATE: _____ M.D.A. _____