



Marsh Harbour Marina/Jib Room Restaurant & Bar Dockage Agreement

IMPRINT CREDIT CARD

PLEASE PRINT ALL INFORMATION LEGIBLY

Dock: _____ Slip # _____ ACC# _____ Arrival Date: _____ Depart Date: _____

Boat Name _____ Vessel Make _____ Length Overall _____

Name of Owner _____ Captain's Name _____

Address: Street _____ Phone _____

City _____ State: _____ Zip Code: _____

Email Address: _____

Emergency Contact Person & Number: _____

Port of Registration _____ Registration # _____

Credit Card: Type _____ Credit Card # _____ Exp Date _____

Auth Code _____ Is billing address same as above? _____

DOCKAGE SELECTION

TRANSIENT _____ LOA Ft x Rate/Ft _____ = Daily Rate _____ Initial

I understand by selecting the TRANSIENT RATE, I must pay my dockage every two weeks or upon departure, whichever comes first. I also understand that should I determine, at a later date, to extend my stay and change to a monthly or lower rate that the lower rate will be effective from the date I sign the new agreement and the new rate will not be applied retroactively.

MONTHLY _____ LOA Ft x Rate/Ft _____ = Monthly Rate _____ Initial

I understand that the MONTHLY (30 Day) Rate is payable in advance and that should I extend my stay for an additional 30 days (or part thereof), this charge must also be paid in advance on the first day of my extended stay. If I leave before the end of the month, the fee paid in advance will not be prorated and there will be no refund. Should I elect to change to an OTHER (3 months or more) rate, this lower rate will be effective from the day I sign the new agreement and that the new rate will not be applied retroactively.

OTHER (3 months or more) _____ LOA Ft x Rate/Ft _____ = Other Rate _____ Initial

I understand that the OTHER (3 months or more) Rate is payable in advance and that should I extend my stay for additional periods (or part thereof), this charge must also be paid in advance on the first day of my extended stay. If I leave before the end of the period, the fee paid in advance will not be prorated and there will be no refund.

WE DO NOT TAKE RESPONSIBILITY FOR DAMAGED PROPS, RUDDERS, ETC. FOR ANY REASON. THERE IS DEBRIS IN THE SURROUNDING WATERS FROM STORMS. YOU MUST USE YOUR OWN JUDGEMENT AND CAUTION.

Utilities: Please circle your choice and initial here.

Electric Service: 110v/15 amp 110v/30 amp 220v/50 amp 220v/100amp

Electric Meter No: _____ Opening meter reading: _____ Closing meter reading: _____

Total KwH _____ @\$ per KwH: _____ = \$ _____ Initial

WATER SERVICE

Water Meter No: _____ Opening meter reading: _____ Closing meter reading: _____

Total Gal Usage: _____ @\$ per Gal: _____ = \$ _____ Initial

CABLE TV: Please circle one [Daily Rate] or [Monthly Rate] as per current rate sheet

NOTE: If you are plugged in to any utility at any time, you will be charged for your full stay. Initial

Your account folio has been set with a credit limit for your charging privileges. The credit limit is based on the preauthorized amount on your credit card at the time of check in. Once your credit limit is reached or exceeded, full payment is required to keep your account in current or active status.

Check out time is before 11:00AM. We require that you review your account every two weeks. Any disputed charges after this time will not be adjusted. All accounts must be paid in full at time of departure.

All dockage, utilities and incidentals MUST BE PAID EVERY TWO WEEKS, or upon checkout, whichever is sooner. I hereby authorize Marsh Harbour Marina and The Jib Room Holdings, Limited to AUTOMATICALLY CHARGE my credit card for any unpaid balances on the account. Initial

I understand and acknowledge that I have read this agreement and I am responsible for the payment of this account and any collection expenses including pre and post judgement fees, all attorney fees and interest at the rate of 1.5% per month until paid in full.

The use of our facilities and premises are at the sole risk of the Owner and their guests. The Company shall not be liable for the care and protection of the vessel, equipment or its contents. The Owner, or the Captain as the Owner's agent, hereby agrees to defend and hold the Company harmless for any and all liability for personal injury, loss of life and property damage.

Owner Signature: _____ Date: _____ Boat Captain's Signature: _____ Date: _____

PLEASE SEE REVERSE SIDE FOR ADDITIONAL IMPORTANT INFORMATION

ADDITIONAL IMPORTANT INFORMATION – PLEASE READ

1. If you intend to extend your stay, please advise the Office as we may require your slip.
2. All daily items contracted for (TV, Water Electricity, etc.) will be posted to your account each day. If you expect to be out of the Marina for a few days, please advise the Office in writing if you wish to temporarily suspend such service. We cannot make adjustments after the fact.
3. The dockage rate is based on the Length Overall (“LOA”) of your vessel. LOA is defined as the overall length and includes any bow or stern pulpits, bowsprits, dinghies, davits or outboard motors. This includes any attachment that affects the overall length of the boat itself. Dinghies are to be put on board one’s boat or may be kept in the boat slip (up to 10’ LOA only.) Dinghies placed in other slips will be charged dockage for the dinghy and will be subject to minimum length charges.
4. To minimize errors on your bill, if you are staying for an extended period of time, you must settle your account every two (2) weeks.
5. All 30-Day and long-term Dockage must be paid in advance. This will be charged to your credit card if you extend your stay past the paid-up date.
6. We reserve the right to move your vessel in the event of an emergency or as business indicates. If you intend to leave your vessel in the Marina while you are away from the Island, please leave your keys with the Office.
7. The Company is not liable for any damage to your vessel except damage caused directly by our intentional gross negligence. Damage resulting from weather, electrical surges, tidal waves, other vessels, etc. are beyond our control and any claims should be directed to your own insurer.
8. Please do not nail or otherwise attach any of your own equipment to our docks.
9. In the event of a hurricane/tropical storm, it is the responsibility of the vessel owner or captain to remove their vessel from the Marina. Any vessels not so moved will be liable for any damages caused to the docks, Marina property or other vessels.
10. The Company shall have a lien against the Boat, its appurtenances and contents for sums for dockage and rental, services provided to the Boat, injury or damage caused or contributed to or by the Boat or Boat Owner, including but not limited to damage to pier, piling, docks, wharfs, personal injury, damage to other boats or vessels, pollution by oil, its derivatives, or other hazardous materials, loss by sinking, collision, fire, or other losses
11. Any bills not settled in a timely manner will be charged to the credit card list on your contract.
12. Please keep the dock walkways clear of obstructions to allow safe and easy passage of other dock users and emergency equipment. Storage containers, ice chests, folding chairs, etc. should be placed on the finger pier alongside your vessel.
13. NO FLAMMABLE MATERIALS MAY BE STORED ON THE DOCKS. This is a requirement of our insurers. Use of ANY bar-b-que on the docks is prohibited.
14. Owners are responsible for their and their guests’ pets and their waste. No animals are allowed in the restaurant area at any time. All animals must be on a leash and under control while on the property and off your vessel. Pets are to be leashed at all times while at the marina and must not run loose on the grounds or other people’s boats. Owners must clean up any mess the pet makes. We reserve the right to order a pet owner to remove the pet from the property at any time and for any reason, as well as banning all pets from the marina.
15. All Rates are subject to the Bahamian VAT (which may change over time) and a \$B conversion charge and admin fee of 4%. These amounts are subject to change without notice.
16. You are responsible for the payment of your account. In the event we must turn the account over for collection, you agree to be responsible for any collection expense, including pre and post judgement fees and all attorney fees and interest at 1 ½% PER MONTH.
17. **INSURANCE:** Boat Owner shall maintain in force, throughout the term of this Agreement, a comprehensive general liability insurance policy upon the Boat with minimum coverage amounts of One Million Dollars (\$1,000,000); and a fire and casualty insurance policy with coverage at full replacement value of the Boat. It is expressly agreed by Boat Owner that the Company is not and shall not be construed to be an insurer of Boat Owner’s property loss or property damage to the boat, its motor, accessories or contents due to fire, vandalism, theft, collision or any other casualty loss, and the Boat Owner waives his insurers right of subrogation against the Company and its employees.
18. **Severability.** In the event that any provision of this agreement should be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect.
19. **Binding Nature.** This agreement is binding upon and shall inure to the benefit of all parties hereto and their respective heirs, successors, and assigns.
20. **LIMITATION OF COMPANY’S LIABILITY:** THE BOAT SLIP IS TO BE USED AT BOAT OWNER’S SOLE RISK. COMPANY SHALL NOT BE LIABLE FOR THE CARE OR THE PROTECTION OF THE BOAT, INCLUDING HER GEAR, EQUIPMENT AND CONTENTS, OR FOR ANY LOSS OR DAMAGE OF WHATEVER KIND TO THE BOAT, HER GEAR, EQUIPMENT AND CONTENTS FOR ANY REASON WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, COMPANY’S NEGLIGENCE. BOAT OWNER HAS EXAMINED THE MARINA AND THE BOAT SLIP DESCRIBED IN THIS AGREEMENT AND ACCEPTS THE CONDITION OF THE MARINA AND BOAT SLIP AS BEING ADEQUATE AND SAFE FOR THE DOCKAGE OF HIS BOAT. BOAT OWNER IS RESPONSIBLE FOR DAMAGE TO OTHER BOATS, BUILDINGS, STRUCTURES AND PILINGS CAUSED BY THE BOAT, BOAT OWNER, HIS OR HER GUESTS, EMPLOYEES, INVITEES OR AGENTS, OR COMPANY, ITS EMPLOYEES, OFFICERS AND AGENTS, WHEN ACTING ON BEHALF OF THE BOAT OWNER.
21. **INDEMNITY OF COMPANY:** BOAT OWNER, FOR ITSELF AND ITS GUESTS, INVITEES, EMPLOYEES, AGENTS, HEIRS, SUCCESSORS AND ASSIGNS, HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD COMPANY AND COMPANY’S EMPLOYEES AND AGENTS HARMLESS FROM: (I) ANY AND ALL LIABILITY FOR LOSS OR DAMAGE TO THE BOAT, ITS GEAR, EQUIPMENT AND CONTENTS FOR ANY REASON, INCLUDING COMPANY EQUIPMENT FAILURE; (II) ANY AND ALL LOSS, DAMAGE, LIABILITY, LEGAL ACTION OR CLAIM, OF ANY NATURE, ARISING FROM THE BOAT; AND (III) ANY AND ALL LOSS, DAMAGE, LIABILITY, LEGAL ACTION OR CLAIM OF ANY NATURE ARISING OUT OF BOAT OWNER’S USE OF THE BOAT AND THE MARINA FACILITIES, THE PRESENCE OF BOAT OWNER’S BOAT, CAR OR PERSONAL PROPERTY AT THE MARINA, OR THE MOVING OF THE BOAT, EXCEPT TO THE EXTENT THAT SUCH LOSS OR DAMAGE IS THE RESULT OF COMPANY’S GROSS NEGLIGENCE, WILLFUL OR WANTON MISCONDUCT. BOAT OWNER’S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATIONS SHALL APPLY EVEN IN INSTANCES WHERE LESSOR OR ANY THIRD-PARTY IS NEGLIGENT.
22. **DISCLAIMER.** COMPANY DISCLAIMS ALL IMPLIED WARRANTIES, AND BOAT OWNER, FOR ITSELF AND ITS HEIRS, SUCCESSORS AND ASSIGNS, HEREBY RELEASES COMPANY FROM ANY AND ALL LIABILITY ARISING OUT OF ANY CLAIMED IMPLIED WARRANTY. IN THE EVENT OF ANY DAMAGE OR INJURY TO THE MARINA ARISING FROM THE ACTIVE OR PASSIVE ACTS, OMISSIONS OR NEGLIGENCE OF BOAT OWNER, ALL EXPENSES INCURRED BY COMPANY TO REPAIR OR RESTORE THE PROPERTY SHALL BE PAID BY OWNER ON COMPANY’S DEMAND.