

Royale Palm Marina

*629 Northeast 3rd Street Dania, FL 33004
954-923-5900*

Limitations and General terms of Royale Palm Marina with Boat Owner

This agreement is not a bailment; rather it is for rental of work space area only. All boat owners shall provide the office with a copy of his/her boat insurance. Great White Yacht Refinishers, Inc. dba ROYALE PALM MARINA shall not be held responsible or liable for loss due to theft, pilferage, vandalism, and fire or water damage. OWNER understands that security service provided by Marina is a courtesy and that the Marina bears no responsibility for any breach in its security while in the yard.

BOAT OWNER'S LIABILITY: INDEMNITY & HOLD HARMLESS OF ROYALE PALM MARINA

OWNER agrees that Great White Yacht Refinishers, Inc. dba ROYALE PALM MARINA SHALL NOT be held responsible for damage to any property or injury to any persons while the owner's vessel is stored ON THE PROPERTY. Boat Owner agrees to indemnify and hold harmless Great White Yacht Refinishers, Inc. dba ROYALE PALM MARINA, from any and all liability for personal injury, loss of life, property damage as well as any and all claims, proceedings, damages, actions and liabilities including attorney's fees arising from or connected with the Owner's occupancy and use of the yard workspace area.

General Terms and Conditions

Boat OWNER agrees to work in a clean and efficient manner. All tools, hoses, materials, equipment and trash will be neatly stored during work on site. IT IS HIGHLY RECOMMENDED THAT WORK AREA IS CLEANED UP AT THE END OF EACH DAY SO AS TO AVOID ADDITIONAL CLEAN UP FEES. A clean up fee will be determined by Great White Yacht Refinishers, Inc. dba Royale Palm Marina based clean up time. Vessels will not be launched until work area is clean.

Owner agrees that only sub-contractors approved by Great White Yacht Refinishers, Inc. dba ROYALE PALM MARINA shall be permitted to work in the yard and they must furnish Great White Refinishers, Inc. dba ROYALE PALM MARINA with proof of the appropriate General Liability Insurance and Workman's Compensation prior to the commencement of any work on the vessel. Sub-contractors must provide the marina yard with a list of their employees. Great White Yacht Refinishers, Inc. dba Royale Palm Marina is not responsible for any work performed by subcontractors which you hire to work on your vessel, rather we are only responsible for work performed by subcontractors we hire pursuant to an Agreement with you.

In the event of emergency conditions such as hurricane, fire etc. whereby additional crews may be warranted, Owner agrees that additional charges may be made to the regular rate. Owner understands the importance of abiding by the Yard Managers direction during these types of events.

Shore blocks and jack stands must only be adjusted by yard personnel.

NO wet or dry blasting allowed

NO spray painting allowed by boat owner.

Free Running water is not permitted in service yard. Only biodegradable cleaning products may be used. Cleaning products containing ammonia, petroleum distillates, sodium hypochlorite or chlorinated solvents is strictly prohibited.

Machine Sanding permitted with approved vacuum sander. Work area must be swept or vacuumed, bagged and disposed in yard dumpsters prior to being hosed in the yard drainage system.

All hot work, flame cutting, welding etc. must be approved by yard manager. A fire watch person is required at all times during hot work operations.

Great White Yacht Refinishers, Inc. dba ROYALE PALM MARINA does not rent scaffolding, lend tools or provide ladders.

All Bottom Paint, Zincs & fuel must be purchased through Great White Yacht Refinishers, Inc. dba Royale Palm Marina.

24-48 hours' notice is required to schedule launching of vessel.

The cost to dispose of excessive refuse from work area by Marina will be charged to the Owner as an authorized add-on at the sole discretion of the yard manager.

Great White Yacht Refinishers, Inc. dba Royale Palm Marina maintains a strong policy against the use of drugs or alcohol by its employees and visitors while on its property. Great White Yacht Refinishers, Inc. dba Royale Palm Marina reserves the right to immediately remove any person whose conduct, in the sole opinion of Marina, would harm the reputation of the Marina due to the use of drugs and alcohol, or any other behavior determined to be unacceptable by Marina.

NO ONE IS ALLOWED TO LIVE ABOARD THEIR VESSEL WHILE IN THE YARD.

Boat Name _____

Owner's Name (s) _____

Mailing Address _____
(Street) (City) (State) (Zip Code)

Home Phone _____ Cell Phone _____

Email _____

Boat Info _____
Make & Model Power or Sail Year

_____ Length Overall Beam Draft

Boat Insurance Information COPY MUST BE ON FILE PRIOR TO ARRIVAL

USCG Documentation No. /or Florida Vessel I.D. No. _____

Default or Breach

Vessel will not be launched until yard invoice is paid in full. Failure to pay any invoice pursuant to the terms of this agreement may result in a lien being imposed upon the vessel pursuant to authority granted Royale Palm Marina by Fla. Stat. Sect. 328.17. Owner agrees that Great White Yacht Refinishers, Inc. dba Royale Palm Marina may follow whatever procedure is provided by law to enforce said lien. Owner shall be responsible for all expenses incurred by Great White Yacht Refinishers, Inc. dba Royale Palm Marina in connection with enforcing said lien or any part of this Agreement, including but not limited to attorney fees and judicial costs. For all purposes under this Agreement, including the mailing of any Notice required by Fla. Stat. Sect. 328.17, the address provided by owner in this Agreement shall be the place where any legal notice shall be delivered, unless Owner has provided a written change of address prior to default. Owner agrees to accept any such notice at this address, and waives any objections to delivery when a notice is sent by certified mail or regular mail to this address.

OWNER acknowledges receipt of the current Great White Yacht Refinishers, Inc. dba ROYALE PALM MARINA rates attached hereto and incorporated by reference. Owner agrees to pay all applicable rates, fees and charges and acknowledges that no boat will be re-launched until all open invoices are paid in full, by cash or approved credit card. Great White Yacht Refinishers, Inc. dba Royale Palm Marina does not accept checks in payment of yard invoices.

Great White Yacht Refinishers, Inc. dba Royale Palm Marina

Authorized Owner/Agent

Date

Print Name



Boat Owner Registration Agreement

Boat Owner/Agent: _____

Boat Name: _____

Address: _____

Tel.: _____ Fax: _____ Email: _____

Sub-Contractor Registration (Please list all possible sub-contractors visiting this yard)

- 1. _____
- 2. _____
- 3. _____
- 4. _____

Please have all sub-contractors check in at Royale Palm office prior to entering yard. All sub- contractors must carry General Liability and Workman’s Comp insurance naming Great White Yacht Refinishers, Inc. d/b/a Royale Palm Marina as additionally insured. Laydays will apply if any contractors other than RPM are working on vessel beginning on the first day of haul out. Please see current price sheet for layday fees.

Boat Owner Name _____

I agree to the terms and conditions of this registration agreement. I have read and understand this document including the Indemnity & Customer Hold Harmless document.

Print name: _____

Signature: _____

Date: _____

RPM Rep.: _____

Date: _____