

ROSCIOLI



REPAIR AND DOCKAGE REGISTRATION AGREEMENT

YACHT INFORMATION

Owner's Name: _____ Yacht's Name: _____
Address: _____ Make: _____ Model: _____
City: _____ State: _____ Zip Code: _____ O.A. Length: _____
Phone: _____ Fax: _____ Registration No.: _____
Business Phone: _____ Documentation No.: _____
Captain's Name: _____ Hailing Port: _____
Address: _____ Authorized Person: _____
City: _____ State: _____ Zip Code: _____ Address: _____
Phone-Home: _____ Bus: _____ City: _____ State: _____ Zip Code: _____
E-Mail: _____

TERMS AND CONDITIONS

The following terms and conditions define and govern the rights and responsibilities of ROSCIOLI YACHTING CENTER, INC., which shall include, unless otherwise specified, its owners, operators, employees, agents, contractors and any affiliated company (hereafter referred to as "RYC"), the Owner, which shall include, unless otherwise specified, the operator, manager, charterer, agent of the Owner's vessel (hereafter referred to as "Owner") and the Owner's vessel (hereafter referred to as the "Vessel") at all times that the Vessel is at RYC Premises.

1. The Vessel shall at all times remain in and be subject to the custody, control and possession of Owner. This is not a bailment and RYC is not, and shall not, be considered the bailee of the Vessel and shall not have any duty or obligation as bailee. The Vessel is at the premises of RYC at the sole risk of the Owner who has access to the Vessel for purposes of performing work and providing security to her hull, equipment, machinery and all personal property on board. RYC shall not be liable for any loss and damage to the Vessel, the equipment, machinery and any personal property on board the Vessel, regardless of any cause whatsoever, including but not limited to fire, theft, vandalism, collision, windstorm, hurricane, wakes, failure or malfunction of equipment owned or operated by RYC, as well as the negligence of RYC regardless of whether the negligence of RYC is the sole or contributing cause of the loss and damage. It is understood and agreed that the Owner has and shall maintain insurance that includes USL&H coverage, a copy of which is to be provided to RYC upon registration. This insurance is to cover any contractors, subcontractors, fees and damage to the Vessel, her equipment, machinery and any personal property on board the Vessel and, in the event of any loss or damage, shall look to the Owner's insurance company, and not RYC, for payment.

2. Owner shall be solely responsible for the safety of any person and the property of any person it employs or permits to be on board the Vessel for any purpose, including employees, captain, crew, guests, agents, contractors, subcontractors, workers, vendors, and their employees. RYC assumes no responsibility and shall not be liable for any claim for loss or damage to property, personal injury or death of any such person even if caused in whole or in part by negligence of RYC. Owner releases and waives any and all claims against RYC, its management, owners, agents and directors for bodily injury, personal injury, or other harm (including death) to Owner, its guests, family, employees, agents, contractors and subcontractors, while on RYC premises, even if such bodily injury, personal injury, or other harm (including death) is caused in whole or in part by the negligence of RYC, its management, owners, agents or directors. Owner shall defend and indemnify RYC, its management, unit owners, agents and directors against all claims, actions, liabilities and damages for injury to persons (including death) or damage to property arising directly or indirectly out of the use of RYC's slips or marina facilities by the Owner, its guests, family, employees, agents, contractors and subcontractors, even if such claims, actions, liabilities and damages are for loss, damage, injury or harm caused in whole or in part by the negligence of RYC, its management, owners, agents or directors. This clause reflects an agreed contractual allocation of risk between the parties, whereby the Owner agrees to look solely to its own insurer as to risks associated with the use of RYC's slips and associated marina facilities.

3. Owner agrees that Owner and its guests, family, employees and agents shall comply with all applicable laws, rules and regulations of this State, as well as any other governmental body or regulatory authority. Owner shall also be responsible for the negligence, actions and omissions of any person it employs or permits to be on board the Vessel for any purpose, including, employees, captain, crew, guests, agents, contractors, subcontractors, workers, vendors, and their employees which causes loss or damage to property of RYC or any person, or personal injury or death of any person. RYC assumes no responsibility and shall not be liable for any such claim for loss or damage to property, personal injury or death even if caused in whole or in part by the negligence of RYC. Owner agrees to and shall indemnify and hold harmless RYC for all cost, expenses, attorneys' fees incurred by or on behalf of RYC in the defense of a claim, and to indemnify and hold harmless RYC on a judgment, for any such person for loss or damage to property, personal injury or death even if caused in whole or in part by the negligence of RYC.
4. Owner is responsible for securing the Vessel in a safe, prudent and seaworthy manner, in addition to all other generally accepted practices in the maritime community. Owner shall be liable for damages caused to other Vessels or to any part of RYC's premises, including, but not limited to, docks, pilings, plumbing, wiring and other equipment and machinery, caused by the Vessel, including damage caused by the leaking of fuels, oils or any liquids or fluids from the Vessel. RYC shall not be liable for any negligence or gross negligence (excluding willfulness) for taking any measure that it deems appropriate for securing the Vessel, including the towing or moving of the Vessel.
5. RYC has the right to and is authorized by Owner to operate the Vessel for purposes of service, testing and inspection. RYC has the right to and is authorized by Owner to remove or have the Vessel removed from the premises should there be any event, condition or occurrence or threatened event, condition or occurrence, which, in the discretion of RYC, would compromise the safety of the Vessel, persons and property at RYC, and all expenses incurred for that purpose shall be for Owner's account. RYC is also entitled to move or tow the Vessel at any time that it deems necessary for management of RYC's premises, maintenance or repair of slips or any associated marina facility, including sea walls, etc., and Owner agrees that RYC shall not be liable for any damage incurred by the Vessel during such moving or towing, including if the Vessel is damaged by the negligence or gross negligence of RYC, its employees, agents or directors. If the Vessel must be removed from RYC's premises for any reason, including maintenance of RYC's premises, RYC may tow said Vessel to alternate dockage. Owner agrees and understands that the charges for towage and storage shall accrue and Owner shall be solely liable for such costs, which may constitute a lien upon the Vessel.
6. Expedient completion of all work to be performed is primary. Therefore, so as not to impede work progress, in the event the Owner or authorized representative is not readily available to sign a work (change) order or contract, Owner hereby authorizes RYC (without an appropriate signature) to proceed and/or continue with the work identified (and/or recommended by RYC) to be performed on and to the Vessel, and the Owner further agrees and promises to sign and immediately return to RYC the signed work (change) order or contract in receipt, and further guarantees payment of the work (change) order or contract identified, in compliance with RYC billing policy.
7. All invoices are due and payable on presentation, but in all events must be paid before the Vessel leaves RYC's premises and RYC may retain possession of the Vessel until all obligations incurred on behalf of the Vessel, the Owner and authorized person(s) are paid. The Owner personally assumes the liability and agrees to pay all obligations incurred by the Vessel and the above-named authorized person(s). A late payment of one and one-half percent (1½%) per month, not to exceed the maximum rate of interest allowed by law, will be added to bills, which are not paid within ten (10) days time. Should RYC deem it necessary to retain an attorney to collect any charges due, RYC shall be entitled to recover reasonable attorneys' fees from the Owner, regardless of whether any suit is brought against Owner or Vessel. Owner further agrees that RYC has a maritime lien upon the Vessel, its equipment and personal effects for such attorneys' fees and costs.
8. RYC's responsibility is limited to providing the service and materials contracted by Owner. The liability of RYC, which shall only be for breach of the contract with respect to the service and materials provided, is subject to and conditioned upon RYC being notified in writing no later than seven (7) calendar days from the departure of the Vessel from RYC premises and is also subject to and conditioned upon RYC having the opportunity to inspect the Vessel prior to any repairs or replacement. Absent Owner's compliance with these conditions, RYC shall have no responsibility and the claim shall be considered waived.
9. In no event shall RYC be liable to Owner for claims for loss or damage of property of third parties, personal injury or death, loss of use, loss of income, loss of market, or any other incidental or consequential item of loss or damage, whether foreseeable or not, arising out of or in any way related to the service and materials provided by RYC. RYC makes no warranty, either express or implied, with respect to any service or materials provided by RYC or any third party. Any and all warranties implied by law, including but not limited to the implied warranty of merchantability and implied warranty of fitness for a particular purpose are specifically disclaimed. Any express warranties with respect to the materials provided are those, if any, of the manufacturer only and not of RYC.
10. RYC does not warrant, represent or guarantee the condition, fitness, ability, or capability of any part or material that is manufactured or fabricated by a third party that is installed on or provided to the Vessel. Under no circumstances shall RYC be considered to be in the chain of distribution or the seller of any such part or material for purposes of the malfunction, defect or dangerous condition which may be determined to be a cause, in whole or in part, of loss or damage to property, personal injury or death. Any and all third parties and materials provided by RYC shall be considered incidental to the service provided by RYC to the Vessel.
11. RYC does not warrant or guarantee the completion date of services and materials provided by RYC. Any estimated completion date shall not be considered binding.
12. Any dispute, except for claims involving personal injury or deaths arising out of this agreement shall be subject to and be required to go to binding arbitration in Broward County, Florida, before a single neutral arbitrator to be appointed with the agreement of the parties. RYC and Owner agree to be subject to the jurisdiction of the state and federal court in Broward County, Florida, which shall have jurisdiction to (1) enforce the arbitration provision (2) appoint an arbitrator in the event the parties are unable to agree on an arbitrator (3) confirm and enforce the arbitration award. The prevailing party in the arbitration shall be entitled to recover reasonable attorneys' fees. Notwithstanding the requirement to arbitrate, this shall not constitute a waiver of or in any way restrict the right of RYC to enforce its rights as the holder of a maritime lien for services and other necessities provided to the Vessel by pursuing an in rem claim against the Vessel and/or demanding that the Owner post security in an amount and form agreeable to RYC in lieu of the arrest of the Vessel.
13. This Agreement constitutes the entire understanding between all parties to this Agreement. No representations, except as expressly set forth herein, have been made by any party to the other, and this Agreement cannot be amended or modified except by written agreement, signed by RYC, before or during the term of the Agreement, which writing specifically states that it is an amendment or modification thereto.

Outside Contractors:

1. Outside contractors will be permitted on the Roscioli Yachting Center, Inc. premises only if authorization to perform work has been obtained from the office.
2. All day workers and contractors must obtain a purchase order to work in the facility. Owner agrees to pay Roscioli Yachting Center, Inc. a minimum of 25% of the total contracted invoice upon completion. Vessel/Owner must carry USL&H insurance to cover these outside contractors/subcontractors.
3. Prior to any work performed at the Roscioli Yachting Center, Inc.'s facility, outside contractors must invoice for services rendered through Roscioli Yachting Center, Inc. with evidence (ACORD) of appropriate Insurance. Coverage limits available at the office.
4. All outside contractors must invoice for services rendered through Roscioli Yachting Center, Inc.
5. Final billing must be resolved and paid prior to the Vessel leaving Roscioli Yachting Center, Inc.

Note: All charges are subject to a 1.9 % charge for Ship Repairer's Legal Liability Insurance (SRLLI) together with Florida Sales tax of 6%.

All rates are subject to change on thirty (30) days' prior notice.

Roscioli Yachting Center, Inc. and the Owner acknowledge and agree that the above referenced Rate Schedule is an integral part of the Repair and Dockage Registration Agreement beginning on the first page of this Agreement.

In the event that the Vessel is berthed upon RYC premises prior to, during, and immediately after the event of a tropical storm or hurricane, the Vessel shall be berthed at RYC premises under the terms and rates applicable to hurricane storage in the Agreement. Owner agrees that the rates for hurricane storage are different from regular dockage rates due to the additional costs related to the furnishing of this service to the Owner. Owner further agrees that the charges for hurricane storage are commensurate with the services furnished by RYC during such conditions.

Hurricane and tropical storm conditions create additional costs which must be borne by RYC, including without limitation, increased monitoring costs and staffing costs, towage and berthing activities, and other factors related to the berthing of Vessels during hurricane and/or tropical storm conditions. Further, by undertaking to provide hurricane storage services to its customers, RYC incurs the additional risk of loss of use of RYC premises following hurricane and/or tropical storm conditions due to the possibility that foundered and/or damaged Vessels will prevent or inhibit RYC from operating following the end of the weather conditions. RYC provides hurricane storage only as a courtesy to its customers, including Owner, and must increase its rates as a result of the additional costs and services rendered to its customers during hurricane and/or tropical storm threats.

Owner further agrees that hurricane and/or tropical storm conditions are necessarily dangerous, and that the Vessel could sustain damage as a result of debris and/or falling structures as a result of the hurricane and/or tropical storm conditions. Owner agrees to indemnify and hold RYC harmless for any loss or damage to the property of the Owner, including the Vessel and its crew as a result of any damage that the Vessel may sustain as a result of the weather conditions and/or RYC property.

ROSCIOLI YACHTING CENTER, INC.

OWNER/VESSEL

By: _____

By: _____
As authorized representative

Date: _____