



THE QUARTERDECK CLUB
NORTH SOUND, VIRGIN GORDA | BVI

DOCKAGE CONTRACT

Between Bitter End Yacht Club / Quarterdeck Club of North Sound, Virgin Gorda, British Virgin Islands

Month Day Year

In the event of a named storm:

Captain: OR Agent:

Name of Owner: E-mail:

Address:

Home Phone: Work Phone: Cell Phone:

Name of Vessel: Yacht length: Beam: Draft:

Type of Yacht: Mono Hull: Catamaran:

Arrival Date: Dockage Rate: \$ per foot, per night
(mm/dd/yyyy)

Departure Date: Electricity: \$0.70/kwh or \$25/30amp line; \$40/50amp line
(mm/dd/yyyy) Water: \$0.30/gallon (100 amp single or three-phase available)

Credit Card Type: (circle)	American Express	Visa	MasterCard
Credit Card Number:	CCV#:	Expiration Date: Month	Year
Authorized Name (as it appears on the card – please PRINT clearly):			

Charges for dockage: All rates are listed in our brochure 'Quarterdeck Club' & on our website www.beyc.com – all rates are subject to change without notice.

Utilities & other charges: Charges for utility usage and any charges made to the account from other BEYC outlets need to be settled upon check-out.

Cancellation Policy: All reservations made for any slips at the Quarterdeck Marina of the Bitter End Yacht Club are subject to a 48-hour notice (in writing) to avoid full charges of the reservation.

I have read and accepted the terms of this dockage contract as printed (see back page) herein.
AS WITNESS the hands of the parties hereto:

Owner/Captain:

Bitter End Yacht Club Quarterdeck Marina:

Terms of Dockage

1. This Contract governs the use of pier space at the Bitter End Yacht Club (the "Company"), which shall be liable neither for the care or protection of the Vessel (including her appurtenances and contents) nor for any damage or loss however caused whether by negligence or default of the Company's servants, agents or licensees or otherwise. Furthermore, the Company accepts no responsibility for the injury or death of any person or loss, theft or damage of or any property howsoever caused and whether by the state of condition of the Company's premises or equipment in or upon the piers and adjoining premises.
2. Owner (which term shall include captain or other agent) hereby warrants that the above information relating to the entry of the vessel into BVI waters is consistent with and/or shall serve as its Customs report.
3. The Owner shall hold the Company harmless and indemnify it against all loss, costs, suits or claims arising out of the use of pier space or handling of the Vessel in connection therewith irrespective of whether the same is based upon any negligence or default of the Company servants or agents, or otherwise.
4. The Owner hereby agrees with the Company:
 - a. To indemnify the Company against death or injury to any person and against any loss, damage or destruction of any property by whomsoever caused as a result of any act, omission or default of the Owner, his charterers, crews, passengers and guests against any claims made against the Company in respect thereof.
 - b. That if the Owner shall permit any other person to use the vessel by way of charter (which includes hire or loan) such person shall produce to the Company's Marina Manager and/or Dock Master written evidence of such agreement failing which the Company reserves the right to prevent the departure of the vessel.
 - c. That the undersigned is the Owner of the vessel or the legally authorized person by way of contract or consent from the owner or owner's agent and the vessel is insured for all Third Party risks and damage for an amount of not less than \$120,000 (USD) for any one accident and will during the currency of this agreement keep the Vessel so insured and will further produce to the Company on demand proof of such insurance and the latest premium receipt.
5. This contract shall continue at the dockage rate set out above from night to night until cancelled by either party. Check out is by Noon; stays beyond Noon shall be subject to as additional night's charges.
6. If the Owner be in default under this contract or if the pier shall become inoperable in the sole opinion of the Company due to fire, storm or other cause, this contract may be terminated by Owner without prior notice. Otherwise, the Company may terminate this contract only upon seven-day-notice to Owner. Cancellation by either party shall be without prejudice to any claims by the Company against the Owner and shall not relieve the Owner of responsibility for accrued and unpaid dockage rentals and utility fees, which are payable before departure and are not refundable. FAILURE TO PAY DOCKAGE AND UTILITY FEES BY THE TIME OF DEPARTURE WILL RESULT IN CHARGING THE CREDIT CARD ON FILE TO SETTLE THE OUTSTANDING BILL
7. Dockage and utility fees may be paid by cash or Company accepted credit cards. No personal checks will be accepted. Any vessel with overdue fees of thirty (30) days or more will be removed from the Company's marina at the Owner's risk and expense.
8. In the event of any change of ownership of the vessel, the Owner shall give immediate notice thereof in writing to the Company and the Owner shall remain responsible to the Company for all rentals, fees, and dues hereunder, including all charges until the Vessel is removed and this contract is terminated.
9. In the event of a Tropical Storm warning, the Company's Marina Manager and/or Dock Master shall determine whether the marina is to be cleared of all vessels and it shall be the responsibility of the Owner at such time to arrange for some person to receive and comply with any such instruction of the Marina Manager/Dock Master. In the absence of any such person and/or his failure to comply with any such instruction the Company shall have the right at the risk and liability of the Owner to remove the Vessel and to make such arrangements as are reasonable and practical under the circumstances for the safety of the vessels and any other property of the Owner, his charterers, crews, passengers and guests.
10. The Owner shall comply with the Company's rules and regulations posted at the Quarterdeck Marina Office, and breach of such rules shall constitute a default under this contract under clause 6 hereof. Any waiver by the Company of any breach or condition shall not be deemed to be a continuing waiver.
11. If upon termination of this contract the Owner shall fail to remove the Vessel, or shall fail to pay monies due hereunder to the Company, the Company may without notice and without prejudice to all its other rights:
 - a. Seize the Vessel and all its appurtenances and contents until payment of all monies due.
 - a. Sell the Vessel and the appurtenances and contents either by private treaty or public auction after giving ninety (90) day notice in writing to the Owner and recover from the proceeds of sale the costs of such sale and monies due, including but not limited to reasonable attorneys' fees and if this claim be invoked then the Owner shall be deemed to have appointed the Company as its agent for the purposes of such sale and the Company shall be free of all responsibility for any loss or damage suffered by the Owner as a result of such exercise or its rights hereby respective of any negligence or willful default by the Company servants or agents or otherwise
12. This Agreement constitutes the entire Agreement between the parties, and supersedes any and all statements made by the owners, agents or employees of Bitter End Yacht Club, or persons acting for, by or under them.
13. This contract shall be construed and interpreted under the laws of the British Virgin Islands and adjudication of any claims hereunder shall be exclusively within the Jurisdiction of the British Virgin Islands.