

2 SWEDES S.A.R.L.
St Barth Boat Yard

Z.I. Public
97133 St BARTHELEMY
F.W.I.

Siret: 480 922 475 000 11
Phone: 05 90 29 00 03
Fax: 05 90 29 04 03

CONTRACT

YARD POLICY & RATES 2007

DATE:

Owners Name:	Home Phone:	
Address:	Office Phone:	
Name on Vessel:	Cell. Phone:	
Registration#:	Fax Number:	
Country of Registration:	Power <input type="checkbox"/>	Sail <input type="checkbox"/>
Manufacturer:	Year:	
Insurance Policy N°:	Weight:	
Loa: Beam: Draft:	Centerboard:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Underwater Gear Location,		
Depth, Speed, Shaft/Photo :		
RATES 2006 IN EUROS		Charge
Haul and launch :	10,00€/ft	(min.) 200,00€
Lay days :	0,60€/ft	/day
Lay days after 100 days :	0,50€/ft	/day
(not in hurricane season)		
Normal pressure wash included in haul and Launch		
Clean of bottom (badly fouled) : 50,00€/hr.		
Unstep, step mast: 200.00€/hr.		
Mobile crane with operator: 250,00€/hr.		
Yard labor rate: 50,00€/hr. el/mec 65€/hr		
Rent hurricane tie down straps: 10,00€/each		
For duration of the hard standing time (100 days):		
Power boats: 4 straps (min.) Sailing boats: 6 straps (min.)		
Electricity: Free of charge		
Water charge: 18,30/m3		
TOTAL €		

- Prices are based on overall length of the vessel including bow sprit/fitting and appendages.
- All bills must be paid prior to launch, cash or personal french check.
- Bills will be mailed monthly, and are due when rendered.
- Hurricane season:** 15th of July to 15th of October. For customer to have a reserved space for vessel, during this period, each month must be prepaid 15 days ahead of time. If payment is not received on time by 2 SWEDES, the Yard reserved the right to offer the space to another customer.
- Yard rates are subject to change without notice.
- Any legal action, taken by **2 SWEDES** to recover payment for storage, work or services, performed under this Contract/Work order.
2 SWEDES shall be entitled to recover all costs incurred in Connection of such collection, including, but not limited to, attorneys fees.
Estimates are based on rough calculations and can vary up or down, approximately 20%. All work is on time, and material basis.

INITIALS:

Per: 06 90 34 57 51

Alf: 06 90 41 88 14

YARD POLICY STATEMENT

Please, cooperate with us to implement these Yard Polices.They are in effect for your Safety, and for the Protection of your Property and our Environment.

HAUL AND LAUNCH

1. It is the owner's responsibility to Open/Close all seacocks and drain plugs. Owner must inform the Yard (in writing), of the location of any underwater mechanisms, or assume responsibility if they are damaged during Haulout.
2. Acces is required to the interior of all boats when hauled or launched.
3. Boats must be picked up at the time of launch.
4. Owner must provide dock lines and fenders for haul and launch.
5. If boat leaks during launch, any pumping or re-haul will be charged at regular yard rate.
6. Due to the large number of boats being hauled/launched, and delays due to weather, we cannot guarantee a certain day or time. We will make every attempt to haul/launch your vessel, at your desired day/time.
7. No guarantee for haul will be made **3 days** prior to storm/ hurricane arrival.
8. All bills must be paid prior to launch, cash or personal local check.

GENERAL

1. All vessels, proof of liability insurance, minimum 500.000,00€(copy to be on file at yard office)
2. All work on vessel to be performed by owner/ owner's imediate family members or authorized personnel only. Owner employed outside contractors must sign a separate agreement with Yard Management.
3. Any person receiving compensation for maintenance or repair including paid crew is considered a contractor.
4. Yard not responsible for work or payment of owner employed contractors.
5. Owner is responsible for the care and protection of all property kept on board, removable items left on board are stored entirely at owners' risk.
6. **Repositioning of boat stands, blocks and supports is done by Yard personnel only**, at the owners request free of charge.
7. Hurricane tie down is performed by Yard personnel. Owner to supply yard with ratchet type cargo securing straps with a min.. Breaking load of 4 Metric Tons: 4 straps for power boats, 6 straps for sailboats. Straps can be rented from the Yard.
8. No spray painting, sand blasting, welding, grinding metals, or fiberglass work, without permission from Yard management.
9. Open fires are prohibited in Yard area.
10. Boats in dry storage can not be left plugged into shore power while unattended.
11. To prevent fire, all batteries must be disconnected or master switch turned off.
12. No operating of electrical equipment while boat is unattended, fans, heathers, pumps lights, etc....
13. Owner must carry aproved and certified fire fighting equipment onboard vessel, while dry docked at the Yard.
14. Boat covers and tarps can not be tied to stands.
15. No structures may be built to enclose boat.
16. Masts must be removed in case of hurricane alert.
17. Masts can only be stepped or unstepped by Yard personnel.
18. Mast can not be climed or sails raised, while vessel is on land.
19. Roller furling sails must be removed by owner prior to haulout.
20. Boat owners must keep the area around their boats clean, or the Yard will do so at the owner's expense, at normal yard rate/hr.
21. Disposal of hazardous materials must be in accordance with local regulations, and it's the responsibility of the owner to follow those regulations.
22. Some hazardous material can be deposited in marked containers in the Yard (for a fee): Oil, antifreeze, batteries...
23. Yard is not responsible for damage caused by paint, sand blasting, or overspray, to vehicules parked in the Yard.
24. No cars to enter Yard area, without permission from Yard management.
25. The Yard reserves the right to relocate any boat or car, as needed, within the Yard area. **INITIALS:**

26. No living aboard while vessel is on land.

27. Children must be supervised at all time.
28. Yard is not responsible for power surges, power loss, or water supply from the municipality.
29. Pets must be on a leash.
30. No unauthorized personnel in workshop areas....
31. In the event of a storm, or hurricane, the yard will attempt if practical and possible, to provide preparation and damage prevention service. However, the owner is still solely responsible to make all emergency measures possible, and the Yard does not assume any responsibility for said protection and/or damages to the owners boat. The Yard will not be responsible for fire, theft, vandalism, water or wind damage. The owner agrees to hold the Yard harmless in the event of such occurrences.
32. In the event of a breach by the customer, of any of the provisions of the agreement, the Yard shall have the right, at its option and with 10 days written notice, to: Accelerate all amounts due under the terms of the agreement, terminate this agreement (which termination shall not extinguish the Yard's right to the receipt of the full amount of storage and related charges due under this agreement), require the removal of the vessel from the premises, and exercise all such other rights and remedies as are set forth herein or as exist at law.
33. In addition to all other amounts due hereunder, the storage customer agrees to pay all costs, fees and expenses (including attorney's fee), which the Yard may incur in order to enforce any provisions of this agreement. In addition to all other rights and remedies hereunder, in the event the storage customer fails to pay when due any storage and related fees due under the terms of this agreement, the storage customer agrees that the Yard shall have the right to assert and enforce a lien against the vessel.
34. The signatory understands and agrees the 2 SWEDES assume no liability for any loss, damage or injury to signatory's boat, or the signatory, his family, invitees or servants. The signatory and the signatory's vessel will indemnify and hold harmless 2 SWEDES from any cost, expenses, damages, and against all claims, demands and/ or liability that may be asserted by anyone due to:
 - A. Property loss of any type, property damage due to fire, theft, collision, or property loss from any other cause to signatory's vessel, motors, sails, furniture, equipment, tackles or appurtenances, or to any other property contained in or on signatory's vessel or on the premises of the Yard, or to personal property of others on vessel or in Yard premises;
 - B. Any personal injury, death, or illness arising from the occupancy or use of Yard premises or facilities, where such injury, or damage is caused, in any part regardless of how slight, by the acts or omissions of the signatory, his agents, servants, invitees or employees, and....
 - C. Any alleged damage or loss to marine property, non- marine property, or personal injury caused in part, regardless of how slight, by the acts or omissions of the undersigned, his agents, servants, invitees or employees.
36. The signatory covenants and agrees that he has in full force and effect a Marine insurance policy that fully insures the value of the vessel, and property with 2 SWEDES as additionally insured . A copy of certificate of insurance on file with 2 SWEDES office is required prior to haul out.

ST BARTHELEMY the, _____

"READ AND FULLY UNDERSTOOD"

SIGNATURE OF OWNER,

HAUL:

LAUNCH: