

REPUBLIC OF TRINIDAD AND TOBAGO

PEAKE YACHT SERVICES LIMITED

STANDARD HAULOUT/STORAGE CONTRACT

(Please complete in block letters)

I, (Mr., Mrs./Ms.) _____ of _____
(Permanent Address)

Tel # _____ Fax _____ Email: _____

(hereinafter called "the Owner") hereby request haulout/storage accommodation for my vessel _____ as described below commencing on _____ for a period of (*length of stay*) _____ or such other period as may be agreed between the Owner and P.Y.S. in writing (hereinafter called "the storage period") and I agree to pay P.Y.S. for same in accordance with the Schedule "Terms and Rates" which is attached hereto. I have read the Terms and Conditions endorsed hereon, which I accept and agree to be bound by them.

Name of Vessel: _____ Type of Vessel: _____

Country of Registration _____ Registration # _____

Estimated Value of Vessel U.S.\$ _____ Length _____ Beam _____ Weight _____

Purpose of Haul: LOCKED STORAGE REGULAR STORAGE REPAIRS
A/C or dehumidifier on board during storage Yes No

Owner: _____ Skipper: _____

Crew 1 _____ Crew 2 _____

EMERGENCY CONTACT NAME _____

EMERGENCY TELEPHONE# _____ EMERGENCY EMAIL: _____

Date: _____ Customer Signature _____
(for vessel)

ACCEPTANCE BY PEAKE YACHT SERVICES LIMITED:

We, PEAKE YACHT SERVICES LIMITED, hereby accept the above application and agree to haulout and provide storage accommodation for the vessel subject to our standard Terms and Conditions endorsed hereon.

Date _____ Signed _____
(For Peake Yacht Services Ltd)

TERMS AND CONDITIONS

1. In these Terms and Conditions, the following terms shall have the meanings as specified below:-
 - a. "PYS" will refer to Peake Yacht Services Limited.
 - b. "Owner" shall include a charterer, master, agent or any other person for the time being lawfully in charge of the Vessel.
 - c. "Vessel" shall mean the vessel more particularly described and includes its gear and equipment.
 2. The signature by the owner of this Contract constitutes acceptance of these Terms and Conditions, which shall govern all work done or services rendered by PYS.
 3. The Owner warrants that the weight of the Vessel is within the maximum capacity of the Lift viz. 150 tons. In the event that after the haulout of the Vessel has commenced it is discovered that the weight of the vessel is in excess of 150 tons thus necessitating the haulout to be aborted, a fee of US \$300.00 shall in any event be paid by the Owner to PYS in respect of the aborted haulout.
 4. PYS shall not be liable for any loss or damage to the Vessel in hauling, positioning or launching due to faulty timbers, rot or other inherent structural defects in the Vessel.
 5. PYS shall provide facilities for the storage of the Vessel according to its standard practice and scope of its facilities and organisation. PYS does not accept responsibility for any fluctuations in or any irregular power supply to the PYS premises or any resulting damage to the Vessel or the owner's property or person which may be caused by such power supply.
 6. PYS shall provide connection for electricity to the vessel as requested. Connections provided are as follows:
 - 1) 60cycle 110/120Volts Single phase
 - 2) 60cycle 230 3 phase
 - 3) 60 cycle 230-3 phase (carries 3 X 110 volts)
- PYS accepts no responsibility for any resulting damages due to connection of such power. Please ensure that your vessel is fully compatible to utilize such power***
7. PYS undertakes to use all reasonable care in the performance of its obligations under this Contract. PYS shall not be liable for loss or damage to the Vessel unless there is negligence on its part, and in no circumstances whatsoever shall PYS be liable for loss of profit or loss of use. The Vessel shall at all times be adequately insured by the Owner against all risks including third party claims. Evidence of insurance may be requested. Please be aware that while protecting your boat from the sun and elements, service wrapping has the negative result of masking any unauthorised activity aboard your boat, and thus poses a serious security risk.
 8. PYS shall have the right to move, moor or reberth the Vessel, if in the opinion of PYS it is necessary.

9. The vessel while moored or stored on the premises of PYS is not permitted to be used as a base for or in any way connected with any profit-making activity whatsoever.
10. The owner shall be at liberty to contract with or engage the services of any independent contractor, registered with PYS, to carry out any repairs or work on the Vessel. PYS accepts no liability for repairs or work done or services performed by the said contractors.
11. In the event that the Owner requests PYS to carry out any repairs to the Vessel, the Owner will execute a PYS Standard Repair Contract.
12. PYS reserves the right to perform no service whatsoever other than those clearly specified and authorized by the Owner in writing while the Vessel is either on the premises of PYS or afloat. Any damage resulting from such omissions of services, through weather conditions or from any other source shall be the Owner's responsibility.
13. Shifting of shores or chocks must be done by personnel of PYS. Shifting of shores or chocks by the owner or any other person is done at the sole risk of the Owner.
14. Any damage caused to the environment and/or property by spillage of oil or otherwise caused by the acts or omissions of the Owner or his crew will be the responsibility of the Owner.
15. The terms of payment are strictly cash/credit card bankers draft and shall be in accordance with the Schedule "Terms and Rates" which is attached hereto. All outstanding bills must be settled by the Owner prior to launch.
16. In the event that there is any change in the address of the Owner from that set out on page 1 of this Contract, the Owner shall promptly notify PYS of his new address. PYS reserves the right to terminate the hire of any moorings, berth, storage space property or facilities by giving notice in writing to the address of the Owner.
17. Redelivery of the owner's Vessel shall be effected at the premises of PYS or water adjacent thereto.
18. The Owner shall:
 - a) Comply with and observe all instructions and regulations laid down by the Government of the Republic of Trinidad & Tobago.
 - b) Comply with and observe all Rules and Regulations laid down by Peake Yacht Services Ltd (as attached).
 - c) Navigate the Vessel at speeds not likely to endanger the safety of other craft.
 - d) Follow berthing instructions issued by PYS.
 - e) Not loan or transfer any berth allotted to him without the prior written consent of PYS.
 - f) Stow dinghies, fenders and rafts aboard.
 - g) Store all items below deck, including outboard engines, gas tanks, fenders, life rafts etc. Peake Yacht Services Ltd will not be held responsible for any unauthorized removal of items stored on deck.
19. All persons using any part of the premises and/or facilities of PYS for whatever purpose and whether by invitation or otherwise do so at their own risk.

20. The Owner hereby gives to PYS and acknowledges that PYS shall have the right to exercise a possessory general and maritime lien upon the Vessel until such time as all monies due by the Owner to PYS have been paid in full.
21. **In the event of the Owner failing to take redelivery of the vessel within six (6) months of the end of the agreed period of storage and/or in the event of non-payment of outstanding bills by the Owner for a period of six (6) months, the vessel will be deemed to have been abandoned by the Owner in favour of PYS and PYS shall have the right and is hereby authorized by the Owner to dispose of the vessel as PYS it deems fit without any liability to the Owner.**
22. Any representative of the Owner shall only be recognized by PYS if he is authorized in writing by the Owner to represent the Owner and settle on his behalf all outstanding bills.
23. The Schedule attached to this Contract entitled "Terms and Rates" , the Rate Sheet, and the Rules & Regulations, shall be deemed to form part of these Terms and Conditions.
24. This Agreement shall be governed by the laws of the Republic of Trinidad & Tobago.

SCHEDULE

TERMS AND RATES

*Early bookings will be confirmed on receipt of a deposit of _____.

*Bookings will be deemed cancelled and deposit forfeited if the vessel is not present for haulout at the specified date.

*A fee of US\$300.00 shall be paid by the owner in respect of any haulout, which is aborted due to the weight of the vessel being in excess of the maximum capacity of the lift viz. 150 tons.

*Vessels booked for haulout and storage will be charged ground rent from the date of haulout

*All haulout and launching fees must be fully settled prior to launch.

*Storage invoices are prepared at the end of each month, and should be settled within 30 days. Unpaid invoices are subject to a 2% finance charge, which is applied monthly, on each invoice. This charge will continue to accrue until all balances are settled in full.

*All fees including additional fees for extended storage time or additional fees for any work or services performed at the request of the Owner must be fully settled prior to launch. Interest shall be payable at the rate of 2% per month on all outstanding amounts from the date due to the date of payment in full.

Signed: _____
(Owner)

Signed: _____
(Peake Yacht Services Ltd)