

1. A deposit of \$250.00 is paid at the time of confirmation .
2. **No show or without 2 days notice of cancellation will result in forfeiture of the deposit.**
3. Details of any work done by Nannycay should be discussed with the yard manager.
4. Please provide us with manufacturer's blocking instructions for the vessel if possible
5. Please advise us on the position of the straps when hauling. See Terms and Conditions on the reverse side to read & sign

### MASTER AGREEMENT & WORK ORDER FORM

<b>OWNER INFORMATION</b>			
Owner's Name / Potential Buyer:			
Address		City:	
State:	Country:	Zip Code:	
Home #:	Work #:	Cell #:	
Email:			
Captain's Name			
Email:		Cell #:	

<b>Vessel Information</b>			
Name of Vessel:			
Manufacturer:		Construction:	
Model:	Registered Port:		
LOA:	Beam:	Draft:	Color:
Monohull Sail	Catamaran	Trimaran	Rib
Monohull Pwr	Dinghy	Trailer	Mast Length:
Usage of Vessel:		Keel Type:	Engine Type:

<b>Bottom Paint Work Description (Please TICK <input checked="" type="checkbox"/> all that applies)</b>				
	Labour to Prep & Paint Bottom with _____ coats of _____ Color: _____			
	Soft Padding (Power Sanding)			
	Labour to Prime Bottom	Extra Coat of Primer. _____ Coats		
	Labour to Strip bottom paint (chemical stripping and includes soft pad)			
	New Boat (Dewax, Prime & Paint Bottom)			
	Labour to Compound - <b>ONLY</b>			
	Labour to Clean & Polish with restorer wax (includes acid or soap wash)	Deck	Hull	Bridgedeck
	Labour to Wash Topsides - <b>ONLY</b>	Acid	Soap	
	Prop	Clean	Clean & Paint	
	Saildrive	Clean	Clean & Paint	
	Keel Work (Grinding etc.)			
<b>Other Work:</b>		<input type="checkbox"/>	<input type="checkbox"/> Inside Contractor / Crew	<input type="checkbox"/> Outside Contractor
<input type="checkbox"/> <b>Yamaha Services</b>	<input type="checkbox"/> Survey Haul			

## Terms & Conditions

NANNY CAY MARINA & RESORT LTD. (The Company) accepts no responsibility whatsoever for personal or boat property that may be lost or damaged whilst in the yard. Owners must take normal precautions to ensure that their property and boats are secure when they leave them.

The Owner will hold the company harmless for any damage that may occur due to types of lifting used by the Company either in the Boat Hoist, Crane or by Yard Trailer and also by the method of supporting the vessel whilst in the yard (choking, etc.). In respect to Wooden and Multi-Hull boats, the management and staff will take every normal care during the lift, and choking, but accept no responsibility for distortion or crushing caused by the actual lifting method, due to the construction of the said vessel. If the Owner is in any doubt he should seek advice prior to being hauled.

The Company accepts no responsibility for any damage or loss caused by 'Acts of God' (lightning, flood, wind, storm, etc.) or nature (animals, insects, flora growths, etc) to vessels whilst on its property or marina facilities. Furthermore, the Company accepts no responsibility for injury or death or any personal loss, theft, or damage to any property whatsoever, whether caused by the negligence or willful act or default of its servants, agents or licensees or by the state of condition of the Company's premises, plant or equipment in or upon the property, buildings, piers and all adjoining premises, nor will the Company accept responsibility for, or become involved in any claims involving all the aforesaid risks that may be caused by a third party's actions or property whether on or off the Company's property or premises.

The owner is responsible for the correct entry and clearance of his vessel in compliance with international and B.V.I. Government maritime laws and requirements. (Your vessel must complete customs and immigration procedures at the recognized B.V.I. ports of entry before entering the Marina or Yard). **It is Nanny Cay's policy that any vessel being stored for more than 30 days at Nanny Cay for either storage, repair or dockage requires a Temporary Import Permit (T-12).** Furthermore, the owner is responsible for all actions and conduct of his charterers, crew, passengers and guests at all times.

The Company reserves the right to adjust its prices as and when it deems necessary. Any boat in the yard for work or storage at the time of a rate change becomes subject to those changes and will be charged from the date of effect at the new rates.

The Company reserves the right to move a vessel's chocked position or move the boat in the yard should it become necessary for any reason, without consultation or presence of the owner or his representative. In the event of a change of ownership the Company must be notified in writing by the owner who remains responsible for all work and storage fees contracted by him and all accumulating dues until a similar contract is signed by the new owner.

The Company reserves the right to withhold the departure or launching of a vessel until full payment has been made for services provided. If the Owner shall fail to pay monies due to the Company, the Company may without prejudice to all its other rights:

- o Seize the vessel and all its appurtenances and contents until payment of all monies due, after giving notice of seizure in writing to the Owner.
- o Sell the vessel and/or its appurtenances and contents either by private treaty or public auction, and recover from the proceeds of sale the costs of such sale and any monies due; and if this claim be invoked then the owner shall be deemed to have appointed the Company, its agent, for the purpose 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 of its rights hereby irrespective of any negligence or willful default by the Company's servants or agents or otherwise.

The owner is responsible for the timely payments of monthly storage fees. Failure to pay storage fees for a period of 90 days or more will create a lien on the vessel for monies owing to the boatyard. After 90 days or more the boatyard will: (a) Contact a legal advisor to issue a written notice to the owner for payment of outstanding storage. (b) Change the storage rate to a Layday rate.

(c) Will revert to section 8 if nonpayment of storage continues.

The Owner hereby appoints the Company for the purpose of this Agreement to be the attorney in his name, or otherwise, to execute all such deeds, bills of sale and other things that may be expedient for the full exercise of all powers herein before conferred on the Company where the circumstances as described herein are effective.

The Owner shall comply with all applicable laws, rules, regulations, legislation and codes from time to time in force and promulgated by any Governmental authority of the British Virgin Islands or body relating to the use and operation of the Vessel and the use and occupation of the Slip and/or Storage Space and in addition any Marina Rules issued by NCRM Ltd from time to time.

This agreement shall continue until terminated by the Owner by the payment of all his outstanding dues, or by the Company by giving notice to the owner in writing, (without prejudice of any claims the Company may have against the Owner), for any reason whatsoever. Signature authorizing work and agreement to company terms.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Haul Date \_\_\_\_\_

Launch Date \_\_\_\_\_

Vessel's Name \_\_\_\_\_

02/17/2025