PALM CAY
MARINA & BEACH CLUB
BAHAMAS

TRANSIENT SLIP AGREEMENT

THE COMPANY:

PALM CAY DEVELOPMENT CO. LTD. A COMPANY INCORPORATED UNDER THE LAWS OF THE COMMONWEALTH OF THE BAHAMAS

REGISTERED ADDRESS:
DION D SMITH, JUMBAY HOUSE, EAST BAY STREET, NASSAU, BAHAMAS, P.O BOX N8998

DATE OF SLIP AGREEMENT:

THE EFFECTIVE DATE OF THIS AGREEMENT IS THE DATE OF EXECUTION BY THE COMPANY AS SET FORTH BELOW.

TERM OF SLIP AGREEMENT:

START: _____ DAY OF _____
END: _____ DAY OF _____

THE SLIP:

ALL THAT SLIP NUMBERED _____ IN PIER _____ ("THE SLIP")

SITUATED IN THE MARINA BEING PART OF THE SUBDIVISION KNOWN AS "PALM CAY" ("THE MARINA, PALM CAY MARINA OR PALM CAY") BEING A PORTION OF A TRACT OF LAND KNOWN AS "WINTON" AND BEING SITUATE ON THE SOUTHERN SIDE OF YAMACRAW HILL ROAD IN THE EASTERN DISTRICT OF THE ISLAND OF NEW PROVIDENCE ONE OF THE ISLANDS OF THE SAID COMMONWEALTH OF THE BAHAMAS

RENT / DOCKAGE		$ _____	PER FT PER DAY
TOTAL EX VAT		$ _____	
VAT RATE 10%		$ _____	
TOTAL INC VAT		$ _____	
ELECTRICITY START	($0.85)	_____	
ELECTRICITY END	($0.85)	_____	
WATER START	($0.35)	_____	
WATER END	($0.35)	_____	

PALM CAY DEVELOPMENTS, YAMACRAW HILL ROAD, NASSAU, BAHAMAS
SALES: 1 (242) 603 4051 | WWW.PALMCAY.COM

PALM CAY
MARINA & BEACH CLUB
BAHAMAS

TRANSIENT SLIP AGREEMENT

THE LESSEE:

NAME: _____

ADDRESS: _____

_____

PHONE: _____ (HOME)

_____ (WORK)

_____ (FAX)

_____ (CELL)

E-MAIL: _____

THE SLIP VESSEL: _____

NAME OF VESSEL: _____

VESSEL SERIAL NO: _____

REG NO: _____

MODEL: _____

LOA[1]: _____

DRAFT/BEAM: _____

POWER/SALE (TYPE/#): _____

HOME PORT: _____

RESERVATION VIA: _____

VESSEL MANAGER: _____

VESSEL EMPLOYEES: _____

VESSEL MECHANIC: _____

OTHER NAMED USERS: _____

[1]LOA IS DEFINED AS THE LONGEST DIMENSION OF THE VESSEL AND IS TO INCLUDE RAILING, SWIM PLATFORM OR OTHER APPENDAGES OFF THE STERN OR BOW OF THE VESSEL.

WATER METER KEY RECEIVED _____ (INITIAL)

FAILURE TO RETURN KEY UPON CHECK OUT WILL RESULT IN A $50.00 CHARGE

SIGNATURE: _____

DATE: _____

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BAHAMAS

TERMS & CONDITIONS

NOW IT IS HEREBY AGREED THAT THE COMPANY AND THE LESSEE AGREE AS FOLLOWS:

1. CANCELLATION POLICY : FOR BOOKINGS MADE WITHIN 7 NIGHTS OF ARRIVAL, A 100% DEPOSIT OF COMPLETE STAY'S DOCKAGE FEE WILL BE CHARGED. FOR BOOKINGS MADE AT LEAST ONE MONTH IN ADVANCE, A 50% DEPOSIT OF COMPLETE STAY'S DOCKAGE FEE WILL BE CHARGED TO CONFIRM RESERVATION. IF THE RESERVATION IS CANCELED WITHIN A 24-HOUR PERIOD, THE DEPOSIT WILL BE REFUNDED IN FULL (MINUS 4% TRANSACTION FEES). IF THE CANCELLATION IS MADE AFTER THE 24-HOUR WINDOW, BUT AT LEAST 60 DAYS PRIOR TO THE RESERVED ARRIVAL DATE, THE GUEST WILL RECEIVE A REFUND OF 85% OF THEIR PAID DEPOSIT. IF THERE IS A CANCELLATION WITHIN 60 DAYS OF ARRIVAL, THE DEPOSIT IS NON-REFUNDABLE. YOUR STAY'S BALANCE WILL BE CHARGED 7-DAYS BEFORE CHECK-IN.

2. PERMISSION TO MOOR VESSEL: THE LESSEE SHALL BE ALLOWED TO DOCK/MOOR/STORE/PARK THE ABOVE-DESCRIBED VESSEL AT THE SLIP SUBJECT TO THE TERMS SET FORTH HEREIN AND FOR THE RENT STIPULATED ON THE FRONT PAGE HEREOF.

3. AGREEMENT TERM: THE TERM OF THIS AGREEMENT IS AS SET FORTH ON THE FRONT PAGE HEREOF.

4. AGREEMENT NOT TRANSFERABLE: THE LESSEE MUST BE THE REGISTERED LESSEE OF THE VESSEL WHICH IS TO OCCUPY THE SLIP. THIS AGREEMENT IS NOT TRANSFERABLE EITHER TO ANOTHER PERSON OR FOR ANY VESSEL, EXCEPT WITH THE SPECIFIC WRITTEN CONSENT OF THE COMPANY. THE AGREEMENT WILL TERMINATE IMMEDIATELY WITH ANY ATTEMPTED TRANSFER, ASSIGNMENT OR SUBLEASE OF THE SLIP.

5. ACCESS: THE LESSEE SHALL ONLY HAVE SUCH ACCESS TO THE SLIP AS IS NECESSARY TO GO DIRECTLY TO AND FROM YAMACRAW ROAD THROUGH THE MAIN GATE FOR PALM CAY TO THE DESIGNATED PARKING FOR THE PALM CAY MARINA AND THEREFROM ONLY ACROSS THE RELEVANT PIER OR BULKHEAD DIRECTLY FROM THE SAID PARKING TO THE SLIP. SUCH ACCESS MAY BE LIMITED BY REGULATION AS TO SPECIFIC TIMES OF THE DAY. THE LESSEE WILL HAVE ACCESS (WHICH MAY TOO BE REGULATED AS TO SPECIFIC TIMES) FROM THE SLIP DIRECTLY TO THE SEA (BUT NOT OTHERWISE).

6. TERMINATION BY THE COMPANY : IF AT ANY TIME IT IS CONSIDERED BY THE COMPANY TO BE IN THE BEST INTEREST OF PALM CAY OR THE LESSEES OR TENANTS AT PALM CAY THE COMPANY RESERVES THE RIGHT AT ANY TIME TO TERMINATE THIS AGREEMENT WHEREUPON THE COMPANY SHALL REIMBURSE THE LESSEE FOR THE PRO-RATED UNUSED PORTION OF RENT PAYABLE TO THE LESSEE PROVIDED THAT THE LESSEE SHALL NOT BE IN BREACH OF ANY OF THE TERMS OF THIS AGREEMENT

7. REMOVAL OF VESSEL UPON TERMINATION: UPON TERMINATION OF THIS AGREEMENT FOR ANY REASON THE LESSEE SHALL REMOVE THE VESSEL FROM PALM CAY WITHIN TWO (2) DAYS WRITTEN NOTICE OF TERMINATION. SHOULD THE LESSEE FAIL TO REMOVE THE VESSEL THE COMPANY RETAINS THE RIGHT TO MOVE THE VESSEL INCLUDING ALL PERSONAL PROPERTY, LITTER, TRASH, DEBRIS LOCATED ON OR AROUND THE VESSEL TO A LOCATION OF CHOICE BY THE COMPANY AND AT THE EXPENSE OF THE LESSEE. THE LESSEE AGREES THAT THE COMPANY, ITS AGENTS AND EMPLOYEES SHALL NOT BE LIABLE TO THE LESSEE OR ANY OTHER PERSON FOR ANY LOSS OR DAMAGE RESULTING FROM ANY SUCH REMOVAL OF THE VESSEL OR FAILURE TO REMOVE SUCH VESSEL WHETHER OCCURRING BY NEGLIGENCE OR OTHERWISE, AND THE LESSEE WAIVES ANY RIGHTS AGAINST ALL SUCH PERSONS AND ENTITIES BY REASON OF SUCH REMOVAL. FURTHERMORE, IF THE LESSEE DOES NOT CLAIM THE VESSEL WITHIN 60 DAYS OF TERMINATION OF THIS AGREEMENT THE COMPANY MAY SELL THE VESSEL AND APPLY THE PROCEEDS OF SALE TO COVER THE COSTS OF SELLING THE VESSEL AND ANY SUMS DUE TO THE COMPANY ARISING OUT OF THE REMOVAL OR STORAGE OF THE VESSEL.

8. REGISTRATION: THE LESSEE MUST ENSURE THAT VESSEL IS PROPERLY AND CURRENTLY REGISTERED AND THE LICENSE NUMBER CLEARLY DISPLAYED IN ACCORDANCE WITH THE LAWS OF THE BAHAMAS. THE LESSEE AGREES TO GIVE THE COMPANY A COPY OF CURRENT REGISTRATION AND OR DOCUMENTATION (IF REQUESTED). IF THE VESSEL IS FOREIGN REGISTERED THEN THE LESSEE SHALL PROVIDE A COPY OF A VALID BAHAMAS CRUISING PERMIT (IF REQUESTED).

9. VESSEL IS INSURED: THE LESSEE WARRANTS THAT THE VESSEL IS INSURED FOR LIABILITY WITH A REPUTABLE COMPANY. THE COMPANY AGREES THAT THE LESSEE WILL BE HELD RESPONSIBLE FOR DAMAGE, WHICH THE VESSEL MAY CAUSE, BY ANY MEANS, TO OTHER VESSELS AT PALM CAY OR TO PALM CAY DOCKS, STRUCTURES, EQUIPMENT, STAFF, VISITORS, MEMBERS OF THE PUBLIC OR FACILITIES. ALL VESSELS ARE REQUIRED TO HAVE PROOF OF CURRENT UP TO DATE INSURANCE. THE INSURANCE MUST BE OBTAINED FROM AN INSURANCE COMPANY OF REPUTE AND MUST EXTEND WHERE APPROPRIATE TO THE COMMONWEALTH OF THE BAHAMAS. THE INSURANCE MUST INCLUDE:

• INSURANCE OF AN AMOUNT THAT A PRUDENT LESSEE WOULD INSURE
• SUITABLE THIRD PARTY LIABILITY INSURANCE IN RESPECT OF HIMSELF AND EACH OF HIS VESSELS OR EQUIPMENT INCLUDING OTHER ONBOARD VESSELS SUCH AS JET SKIS, HIS CREW FOR THE TIME BEING AND HIS AGENTS, SERVANTS, VISITORS, GUESTS, PERSONS, AND MEMBERS OF THE PUBLIC OR VESSELS IN AND AROUND THE MARINA AND SUBCONTRACTORS OF ANY POTENTIAL OR ACTUAL ACCIDENT OR DAMAGE AND
• SHALL MAINTAIN IN RESPECT OF ANY VESSEL ADEQUATE SALVAGE INSURANCE

THE LESSEE SHALL PRODUCE THE POLICY RELATING THERETO BEFORE OR UPON EXECUTION OF THE AGREEMENT.

NO VESSEL WILL BE ALLOWED ACCESS TO THE MARINA FOR RENTAL PURPOSES UNLESS IT COMPLIES IN ALL RESPECTS WITH THE ABOVE PROVISIONS.

9. INDEMNIFICATION:
THE LESSEE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE COMPANY, ITS DIRECTORS, MANAGER, OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS FOR ANY AND ALL CLAIMS, DAMAGES, LOSSES, DEMANDS, CAUSES OF ACTIONS OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEYS' FEES, FOR PERSONAL INJURIES, INCLUDING DEATH, OR DAMAGE TO PROPERTY ARISING OUT OF THE USE BY THE LESSEE (INCLUDING THE LESSEE'S FAMILY, EMPLOYEES, AGENTS, GUESTS OR INVITEES INCLUDING BUSINESS INVITEES) OF THE VESSEL, OR THE MOORING OF THE VESSEL BY THE LESSEE AT PALM CAY, TOGETHER WITH USE OF ITS DOCKS, PIERS, DRIVEWAYS AND PARKING AREA - ALL OF WHICH ARE USED AT THE RISK OF THE LESSEE.
THE LESSEE SHALL INDEMNIFY PALM CAY

PALM CAY
MARINA & BEACH CLUB
BAHAMAS

TERMS & CONDITIONS

MARINA AGAINST ALL LOSS, DAMAGE, COSTS, INJURIES, CLAIMS OR PROCEEDINGS INCURRED BY OR INSTITUTED AGAINST PALM CAY MARINA OR ITS SERVANTS, AGENTS, EMPLOYEES OR STRUCTURES WHICH MAY HAVE, IN PALM CAY MARINA'S REASONABLE OPINION:

- BEEN CAUSED BY THE LESSEES VESSEL OR BY THE LESSEE, HIS SERVANTS, AGENTS, CREW, GUESTS OR INVITEES.
- RESULTED FROM THE REMOVAL OR STORAGE OF THE VESSEL PRIOR TO THE COMMENCEMENT DATE AND DATE OF TERMINATION OR EXPIRY OF THIS AGREEMENT
- RESULTED IN ANY WORK CARRIED OUT ON THE VESSEL

PALM CAY MARINA DOES NOT REPRESENT OR GUARANTEE THE ADEQUACY, SUITABILITY OR SAFETY OF THE MARINA AND THEIR RESPECTIVE EQUIPMENT AND MACHINERY.

10. ENFORCEABILITY: IF ANY PORTION OF THE AGREEMENT IS DETERMINED TO BE INVALID OR UNENFORCEABLE AS MATTER OF LAW, SUCH INVALIDITY OR UNENFORCEABILITY SHALL BE LIMITED TO SUCH PORTION AND SHALL NOT AFFECT ANY OTHER PORTION OR PROVISION WHICH SHALL BE GIVEN THE FULLEST EFFECT PERMITTED BY LAW.

11. VESSEL IS IN GOOD CONDITION: THE LESSEE WARRANTS THAT THE VESSEL IS IN SEAWORTHY CONDITION UPON ENTRY AND WILL BE MAINTAINED IN SEAWORTHY CONDITION THROUGHOUT ITS TENURE AT PALM CAY. THE COMPANY RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT IF THE VESSEL IS DETERMINED TO BE IN POOR CONDITION OR UN-SEAWORTHY BY THE COMPANY.

12. THE COMPANY IS NOT LIABLE FOR FIRE, THEFT ETC: THE COMPANY (AND ITS DIRECTORS, MANAGER, OFFICERS, EMPLOYEES, AGENTS OR ASSIGNS) ASSUMES NO RESPONSIBILITY FOR THE SAFETY OF ANY VESSEL MOORED IN PALM CAY MARINA AND WILL NOT BE LIABLE FOR FIRE, THEFT, DAMAGE OR VANDALISM TO THE VESSEL, ITS EQUIPMENT, APPURTENANCES, ENGINES, DINGHIES, ETC., HOWEVER ARISING; IT BEING THE LESSEE'S UNDERSTANDING THAT THE LESSEE SHALL KEEP THE VESSEL AT THE SLIP AT THE LESSEE'S OWN RISK. THE COMPANY DOES NOT INSURE AGAINST FIRE, THEFT, DAMAGE, VANDALISM OR ANY OTHER LOSS OR CASUALTY TO THE VESSEL, ITS EQUIPMENT, APPURTENANCES, ENGINES, DINGHIES, ETC. INCLUDING TRAILERS AND CRADLES.

13. CREATION OF LIEN: THE COMPANY SHALL HAVE A LIEN ON THE VESSEL AND ITS CONTENTS AND THE RIGHT TO SELL THE SAME BY PUBLIC AUCTION OR OTHERWISE AT ITS DISCRETION FOR ALL CHARGES AND EXPENSES OF WHATEVER KIND AND NATURE INCLUDING BUT NOT LIMITED TO THE RENT, PROVISIONS, LABOUR, STORAGE, MAINTENANCE OR FUEL DUE TO THE COMPANY UNDER THIS AGREEMENT AND ALSO IN RESPECT OF ANY PREVIOUSLY UNSATISFIED AMOUNTS OF THE SAME NATURE AND FOR THE OUTSTANDING COSTS AND EXPENSES OF EXERCISING SUCH LIEN AND SUCH SALE. IF ON SALE THE PROCEEDS FAIL TO REALISE THE AMOUNT DUE THE COMPANY SHALL BE ENTITLED TO RECOVER SUCH DIFFERENCE FROM THE LESSEE

14. NO WARRANTIES: THE LESSEE SHALL RENT THE SLIP FROM THE COMPANY IN ITS 'AS IS" CONDITION. THE COMPANY SPECIFICALLY DISCLAIMS ALL WARRANTIES INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

15. SUNKEN VESSEL: IN THE EVENT THAT THE VESSEL SINKS IN THE SLIP OR WITHIN PALM CAY MARINA THEN THE LESSEE WILL COMMENCE SALVAGE ACTIVITIES WITHIN 24 HOURS OF WRITTEN NOTICE BY THE COMPANY THAT SUCH SINKING HAS TAKEN PLACE. FAILURE TO COMMENCE SUCH SALVAGE ACTION WITHIN THE PRESCRIBED TIME SHALL GIVE THE COMPANY THE RIGHT TO SALVAGE THE VESSEL AND THE LESSEE SHALL REIMBURSE THE COMPANY FOR ALL EXPENSES INCURRED IN THE SALVAGE /ATTEMPTED SALVAGING OF THE VESSEL. NO SUNK OR HAZARDOUS BOAT OR WATERCRAFT SHALL BE KEPT AT A MARINA SLIP.

16. EMERGENCY SALVAGE ATTEMPT: IN THE EVENT THAT THE VESSEL IS OBSERVED TO BE SINKING OR ON FIRE WHILE MOORED IN THE PALM CAY MARINA THE LESSEE GRANTS TO THE COMPANY WITHOUT RECOURSE THE RIGHT TO ENTER UPON THE VESSEL TO ATTEMPT TO SALVAGE THE VESSEL AND TO TAKE WHATEVER MEASURES THE COMPANY DEEMS APPROPRIATE AND THE LESSEE SHALL REIMBURSE THE COMPANY FOR ALL EXPENSES INCURRED IN THE ATTEMPT TO SALVAGE THE VESSEL. THE COMPANY SHALL NOT CLAIM SALVAGE RIGHTS ON ANY ACTION THAT MIGHT BE SO TAKEN. SUCH COSTS CAN INCLUDE, BUT ARE NOT LIMITED TO: (I) HAULING THE VESSEL OUT (II) CALLING AN OUTSIDE SALVAGE COMPANY TO SECURE THE VESSEL OR (III) ANY AND ALL SPILL CONTROL KITS NECESSARY TO ABSORB OILS AND FUEL AND (IV) ANY FEES INCURRED FROM A HAZARDOUS WASTE RESPONSE CONTRACTOR. THE LESSEE (NOT THE COMPANY) WILL BE RESPONSIBLE FOR ALL FINES AND PENALTIES RESULTING FROM ANY DAMAGES, ENVIRONMENTAL, OR OTHERWISE. THE LESSEE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE COMPANY, ITS DIRECTORS, MANAGER, OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS FOR ANY AND ALL CLAIMS, DAMAGES, LOSSES, DEMANDS, CAUSES OF ACTIONS OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEYS' FEES, FOR ANY SUCH ATTEMPTED SALVAGE OF THE VESSEL INCLUDING FOR PERSONAL INJURIES, INCLUDING DEATH, OR DAMAGE TO PROPERTY ARISING OUT OF THE ATTEMPTED SALVAGE OF THE VESSEL.

17. SECURING BOATS: THE LESSEE SHALL KEEP THE VESSEL SECURE WITH DOCK LINES AND FENDERS TO PROTECT THE DOCK /PIER AND OTHER VESSELS. THE COMPANY WILL NOT BE RESPONSIBLE FOR THE LESSEE'S FAILURE TO ADEQUATELY SECURE THE VESSEL AT ALL TIMES.

18. CONTRACTORS: THE LESSEE AGREES THAT NO PERSON OR BUSINESS WILL BE HIRED OR PERMITTED TO PERFORM SERVICES UPON THE VESSEL UNLESS THEY ARE APPROVED BY THE COMPANY. THE FOLLOWING INFORMATION MAY BE REQUIRED BY THE COMPANY: (I) DATE AND TIME WORK IS TO BE PERFORMED AND (II) COPY OF THE REPAIR ORDER SIGNED BY THE LESSEE GIVING AUTHORITY TO BOARD THE VESSEL AND PERFORM REPAIRS. THE LESSEE IS RESPONSIBLE FOR ANY DAMAGE, LOSS, INJURY OR OTHERWISE CAUSED BY THE CONTRACTOR.

19. CONDUCT OF LESSEE: THE LESSEE AGREES THAT THE LESSEE'S CONDUCT AND THE CONDUCT OF ALL GUESTS FOR WHOM HE/SHE IS RESPONSIBLE, SHALL NOT CREATE AN ANNOYANCE, HAZARD OR NUISANCE WITHIN PALM CAY MARINA.

20. SOLICITATION ON PREMISES: ADVERTISING, DISPLAY, NOTICE OR SOLICITING SHALL NOT BE PERMITTED AT PALM CAY. NO PERSONS SHALL PLACE ANY SIGNS ON ANY VESSEL ADVERTISING IT FOR SALE WITHOUT PERMISSION FROM THE ASSOCIATION.

21. COMMERCIAL USE & BUSINESSES IN THE

PALM CAY
MARINA & BEACH CLUB
BAHAMAS

TERMS & CONDITIONS

MARINA: NO PART OF THE MARINA INCLUDING ANY SLIP OR DOCK STRUCTURE SHALL BE USED BY A LESSEE OR A MEMBER OF A LESSEES PARTY FOR ANY COMMERCIAL, TRADE OR BUSINESS PURPOSE. AN LESSEE MUST NOT CARRY ON OR PERMIT TO CARRY ON ANY TRADE, PROFESSION OR BUSINESS FROM THEIR VESSEL OR USE THEIR VESSEL FOR DISPLAY OR INSPECTION AT THE MARINA WITHOUT PRIOR WRITTEN APPROVAL FROM THE COMPANY.

22. BOARDING RIGHTS: THE COMPANY OR HIS AGENT(S) SHALL HAVE THE RIGHT TO CARRY OUT WORKS ON THE MARINA OR BOARD ANY VESSEL AND CARRY OUT ANY WORK ON THE VESSEL IF THE HARBOUR MASTER, ITS EMPLOYEES OR AGENTS ARE OF THE OPINION THAT IT IS NECESSARY TO DO SO FOR THE SAFETY OF THE VESSEL OR THE SAFETY AND/ OR CONVENIENCE OF ANY OTHER VESSELS, USERS OF THE MARINA OR THE MARINA ITSELF. ANY WORK ON A VESSEL IN SUCH CIRCUMSTANCES WILL BE CARRIED OUT AT THE LESSEE'S OWN COSTS AND RISKS AND THE COMPANY, THEIR AGENTS OR PERSONS ACTING UNDER THEIR AUTHORITY SHALL BE SO INDEMNIFIED.

23. STORAGE ON DOCK: BOAT LESSEES SHALL NOT PLACE SUPPLIES, MATERIALS, ACCESSORIES OR DEBRIS ON WALKWAYS, DOCKS AND PIERS AND SHALL NOT CONSTRUCT THEREON ANY LOCKERS, CHESTS, CABINETS OR SIMILAR STRUCTURES ("STORAGE BOX") EXCEPT WITH THE WRITTEN APPROVAL OF THE COMPANY ANY STORAGE BOX SHALL NOT BE USED FOR THE STORAGE OR COLLECTION OF DEBRIS OR WASTE. NOTHING MAY BE LEFT ON THE DOCKS OR WALKWAYS OF THE MARINA WITHOUT THE EXPRESS PRIOR WRITTEN PERMISSION OF THE COMPANY (IN ITS SOLE DISCRETION).

24. REPAIRS AND MAINTENANCE: THE LESSEE SHALL REPORT IN WRITING TO COMPANY ANY DAMAGES, DEFICIENCIES OR MAINTENANCE REQUIRED AT PALM CAY WHETHER FOR THE SLIP OR FOR THE DOCK/PIER IN GENERAL. FAILURE TO REPORT A PROBLEM WITH THE SLIP SHALL HOLD THE COMPANY HARMLESS FOR ANY LIABILITY ARISING FROM THE SAME.

25. PAYMENT TERMS: AT THE TIME OF BOOKING OR AT CHECK-IN, PALM CAY WILL TAKE YOUR CREDIT/DEBIT CARD DETAILS AND OBTAIN YOUR AUTHORITY FOR THE USE OF THIS CARD FOR ANY SUMS THAT BECOME OWING TO THE COMPANY. PALM CAY ALSO HAVE THE RIGHT TO REQUIRE FULL PAYMENT IN ADVANCE OR A DEPOSIT AT THE TIME OF BOOKING IN CERTAIN CIRCUMSTANCES OR IF THE BOOKING INCLUDES THE SUPPLY OF CERTAIN ITEMS OR SERVICES. NO BOOKING SHALL BE TREATED AS CONFIRMED UNTIL THE DETAILS AND/OR PAYMENT/DEPOSIT DESCRIBED IN THIS PARAGRAPH HAVE BEEN PROVIDED.

26. TRANSIENT DOCKING: ALL VESSELS MUST REGISTER WITH THE MARINA OFFICE TO BE ASSIGNED A SLIP. CHECK OUT TIME FOR ALL VESSELS IS 11AM EST. ANY VESSELS REMAINING IN THE MARINA AFTER THE SPECIFIED TIME WILL BE CHARGED AN EXTRA DAYS' RENTAL UNLESS PRIOR WRITTEN ARRANGEMENTS HAVE BEEN MADE WITH THE MARINA OFFICE.

27. POWER OF ATTORNEY: IN CONSIDERATION OF THESE PREMISES THE LESSEE HEREBY IRREVOCABLY APPOINTS AND AUTHORIZES THE COMPANY AS THE ATTORNEY OF THE LESSEE AND ON BEHALF OF THE LESSEE TO SIGN SEAL EXECUTE AND DELIVER ANY BILL OF SALE OR OTHER DOCUMENT TRANSFERRING TITLE IN THE VESSEL UPON THE EXERCISE OF THE POWER OF SALE GRANTED TO THE COMPANY BY THE TERMS OF THIS AGREEMENT.

28. CHANGE OF CONTACT INFORMATION: THE LESSEE AGREES TO IMMEDIATELY NOTIFY THE COMPANY OF ANY CHANGE OF ADDRESS, OR CONTACT INFORMATION PREVIOUSLY PROVIDED TO THE COMPANY.

29. FORM OF NOTICE: ALL NOTICES, DEMANDS AND REQUESTS THAT MAY BE OR ARE REQUIRED TO BE GIVEN PURSUANT TO THE PROVISIONS OF THIS AGREEMENT MAY BE DELIVERED IN PERSON, OR SENT BY E-MAIL OR SENT FAX OR SENT BY POST TO THE ADDRESS SET FORTH ON THE FRONT PAGE HEREOF.

30. REASSIGNMENT OF SLIP: NOTHING IN THIS AGREEMENT SHALL ENTITLE THE LESSEE TO THE EXCLUSIVE USE OF A PARTICULAR SLIP. DURING THE AGREEMENT PERIOD THE COMPANY MAY AT ITS SOLE DISCRETION TEMPORARILY OR PERMANENTLY REASSIGN ANY SLIP PREVIOUSLY ALLOCATED BY THE HARBOUR MASTER.

31. PROVISION OF SERVICE: ELECTRICITY AND WATER ALONG WITH ANY OTHER SERVICE THAT PALM CAY MARINA SHOULD SO WISH TO PROVIDE SUBSEQUENT TO THE TERMS OUTLINED HEREIN SHALL BE PROVIDED TO THE LESSEE BY PALM CAY MARINA ENTIRELY AT THE LESSEES OWN RISK AND ON THE FOLLOWING CONDITIONS:

1. THE LESSEE SHALL USE CONNECTION POINTS THAT ARE NEAREST TO THE DESIGNATED SLIP
2. CABLES AND CONNECTORS NOT SUPPLIED BY PALM CAY MARINA MUST BE APPROVED BY PALM CAY MARINA PRIOR TO ANY USE OR ATTEMPTED USE OF THEM
3. IT IS NOT PERMITTED TO SHARE ANY SUPPLY OF SERVICES AMONG TWO OR MORE SLIP USERS
4. NO LESSEE SHALL HAVE ANY CLAIM OF ANY NATURE HOWSOEVER ARISING AGAINST PALM CAY MARINA, WHETHER FOR DAMAGES, CONSEQUENTIAL OR OTHERWISE, IN THE EVENT OF ANY FAILURE OR PROBLEM ARISING OUT OF THE PROVISION OF SERVICES UNDER THIS AGREEMENT
5. OVERLOADING CABLES AND CONNECTORS WILL CAUSE DISCONNECTION AND IMMEDIATE CONNECTION CANNOT BE GUARANTEED

32. SECURITY, SAFETY & HEALTH: ALL PERSONS ARE REQUIRED TO ABIDE BY THE FOLLOWING PROVISIONS:

1. ANY PERSON FOUND EXCEEDING THE SPEED LIMITS IN PALM CAY MARINA, ENDANGERING THE SAFETY OF OTHERS OR HARMING THE ENVIRONMENT WILL BE BARRED FROM FURTHER ENTRY TO THE MARINA.

2. ALL SAFETY EQUIPMENT STORED ABOARD MUST BE FULLY OPERABLE AND NOT EXPIRED.

3. VESSELS SHALL NOT BE MOORED, SAILED OR MANEUVERED IN ANY WAY THAT MAY CAUSE A DANGER, OBSTACLE OR INCONVENIENCE TO ANY OTHER USER.

4. GAS BOTTLES SHALL BE CLOSED OFF AT THE BOTTLE WHEN THEY ARE NOT IS USE.

5. PERSONS USING THE MARINA SHALL ENSURE THAT SECURITY GATES ARE KEPT CLOSED AT ALL TIMES.

6. ELECTRIC CABLES AND ALL OTHER CABLES, WIRES OR LINES MUST BE SECURED SO THAT THERE IS NO RISK OF TRIPPING OVER THEM OR CAUSING A HAZARD.

PALM CAY
MARINA & BEACH CLUB
BAHAMAS

TERMS & CONDITIONS

7. LESSEES OR ANY MEMBERS OF THEIR GROUP MUST NOT ACT OR BEHAVE IN SUCH MANNER SO AS TO, IN THE OPINION AND DISCRETION OF THE HARBOUR MASTER AND PALM CAY MARINA, ANNOY, CAUSE DANGER OR BE OFFENSIVE.

8. ALL WATER HOSES MUST BE EQUIPPED WITH NOZZLES AND TIDIED AWAY AFTER USE.

9. TRASH, DEBRIS, GARBAGE MUST BE REMOVED BY THE LESSEE.

10. COMPLY WITH ANY REASONABLE INSTRUCTIONS IN RELATION TO HEALTH AND SAFETY REQUIREMENTS AS A RESULT OF ANY PANDEMIC

33. USE OF MARINA WATERWAYS: NO VESSEL SHALL BE NAVIGATED OR OPERATED AT SUCH SPEED OR IN SUCH MANNER WITHIN THE MARINA AND/ OR ITS CHANNEL THAT A WAKE IS CREATED OR IN SUCH A MANNER THAT WILL ENDANGER OR INCONVENIENCE OTHER VESSELS DOCKED OR MOORED OR CAUSE DESTRUCTION OF THE SHORELINE. A MAXIMUM SPEED OF FIVE (5) MILES PER HOUR SHALL AT ALL TIMES BE OBSERVED BY WATERCRAFT IN THE MARINA. THE LESSEE SHALL REPORT ANY INCIDENTS OF VESSELS TRAVELLING AT A SPEED IN EXCESS OF 5 MILES PER HOUR TO THE HARBOUR MASTER.

34. ENVIRONMENT: THE LESSEE SHALL KEEP THE WATERWAYS CLEAR OF ALL FORM OF LITTER, POLLUTION AND EXCESSIVE NOISE.

1. NO BILGES SHALL BE PUMPED INTO THE MARINA EXCEPT IN AN EMERGENCY I.E. WHERE THERE IS A RISK OF THE VESSEL SINKING. ALL COSTS INCLUDING BUT NOT LIMITED TO THE CLEAN-UP SHALL BE BORNE BY THE LESSEE.

2. NO WASHING SHALL BE HUNG OUT ON ANY VESSEL WHILST BERTHED IN THE MARINA.

3. NO CLEANING OF THE HULL BELOW THE WATERLINE SHALL BE CARRIED OUT IN THE MARINA WITHOUT PRIOR PERMISSION OF THE HARBOUR MASTER.

4. NO PART OF A MOORED VESSEL SHALL OVERHANG ONTO WALKWAYS.

5. REFUSE SHALL BE DEPOSITED AT ALL TIMES IN THE APPROPRIATE RECEPTACLES PROVIDED BY PALM CAY MARINA.

6. NO PERSON SHALL BE PERMITTED TO PAINT OR DEFACE THE DOCK OR THE DOCK PILES.

35. FIRE SAFETY & PRECAUTION: NO PERSON SHALL USE OR PERMIT HIS OR HER VESSEL TO BE USED OR MAINTAINED IN A WAY SO AS TO CREATE OR CONSTITUTE A POTENTIAL FIRE HAZARD.

1. ALL VESSELS AT PALM CAY MARINA MUST HAVE FIRE SAFETY EQUIPMENT ONBOARD WHICH IS SUITABLE FOR THE SIZE AND TYPE OF VESSEL. SUCH FIRE SAFETY EQUIPMENT SHALL AT ALL TIMES BE IN GOOD AND EFFICIENT WORKING ORDER AND KEPT READY FOR IMMEDIATE USE.

2. NO FUELING OF VESSELS, EXCEPT AT THE DESIGNATED FUEL DOCK, SHALL BE PERMITTED AT ANY TIME IN PALM CAY MARINA.

3. THE USE OF BBQ'S OR OTHER OPEN FUELED APPLIANCES IS STRICTLY FORBIDDEN WITHIN THE MARINA.

4. THE USE OF ANY OPEN FLAME IN OR AROUND THE MARINA IS STRICTLY PROHIBITED.

36. MAINTENANCE WORK ON VESSEL: ANY REPAIRS AND MAINTENANCE OF A VESSEL MAY ONLY BE MADE OR UNDERTAKEN WITH AUTHORIZATION FROM THE HARBOUR MASTER AND SHALL ONLY INCLUDE OPERATIONS THAT DO NOT RESULT IN POLLUTION OF WATER OR AIR, DO NOT CAUSE A LEVEL OF NOISE THAT WILL DISTURB OTHER USERS OR NEARBY RESIDENTS AND DO NOT CAUSE DAMAGE TO MARINA STRUCTURES.

NO MAJOR REPAIR OR MAJOR RECONSTRUCTION WORK SHALL BE PERFORMED IN OR AT ANY SLIP IN THE MARINA

NO REPAIRS OR MAINTENANCE OF A VESSEL SHALL BE PERFORMED BEFORE 8:00AM OR AFTER SUNSET EXCEPT WHERE EMERGENCY REPAIRS ARE NECESSARY TO PREVENT THE VESSEL FROM SINKING. AT NO TIME SHALL THE MAINTENANCE AND WORKS INFRINGE UPON THE SAFETY AND WELFARE OF USERS OF THE MARINA.

ANY CONTRACTOR OR CONTRACTORS ENLISTED BY THE LESSEE TO PERFORM AUTHORIZED REPAIRS OR MAINTENANCE MUST COMPLY WITH THE SAFETY AND POLICIES OF PALM CAY MARINA AND MUST BE CERTIFIED TO WORK BY THE HARBOUR MASTER. ALL CONTRACTORS AND WORKERS MUST BE REGISTERED WITH PALM CAY SECURITY.

ALL MATERIALS USED IN REPAIRS OR MAINTENANCE WORK MUST NOT OBSTRUCT THE FREE PASSAGE OF THE DOCK. THE DOCK AREA MUST BE KEPT CLEAN, NEAT AND FREE FROM ANY OBSTRUCTION.

NO MATERIALS OF ANY TYPE RESULTING FROM REPAIR OR MAINTENANCE WORK, INCLUDING BUT NOT LIMITED TO SOLVENTS, PAINTS, SANDPAPER AND OTHER NON-BIODEGRADABLE MATERIALS SHALL BE ALLOWED TO ENTER THE WATER OF THE MARINA.

37. SWIMMING & USE OF OTHER RECREATIONAL EQUIPMENT: NO PERSON SHALL BE PERMITTED TO SWIM, BATHE OR WADE IN THE MARINA. NO PERSON SHALL BE PERMITTED TO USE BICYCLES, ROLLERBLADES, SKATEBOARDS, SCOOTERS, JET SKIS OR OTHER SUCH EQUIPMENT IN OR AROUND THE MARINA AND BOARDWALKS

38. FISHING: NO PERSON SHALL BE PERMITTED TO FISH FROM ANY DOCKS OF THE MARINA AND ITS ADJACENT LOCALITY. NO PERSON SHALL DISPOSE OF FISH, FISH PARTS, OR BAIT CAUGHT AND USED OUTSIDE THE MARINA INTO ANY TRASH RECEPTACLE IN THE MARINA, OR ONTO THE MARINA WATERS OR LANDS FROM ANY SHORE, DOCK, GANGWAY OR VESSEL. FISH CLEANING IS ONLY PERMITTED IN DESIGNATED CLEANING AREAS.

39. COMMERCIAL FISHING BOAT: NO COMMERCIAL FISHING BOAT SHALL BE PERMITTED TO DOCK OR MOOR WITHIN THE MARINA.

40. CHILDREN: CHILDREN 12 YEARS OF AGE AND UNDER ARE NOT PERMITTED ON DOCKS WITHOUT THE IMMEDIATE PRESENCE AND SUPERVISION OF THEIR PARENT OR OTHER REASONABLE ADULT. NON-SWIMMERS AND/ OR TODDLERS ARE REQUIRED TO WEAR A LIFE JACKET WHEN ON THE DOCKS OR BOAT DECKS.

41. DOGS: NO DOGS ARE PERMITTED IN OR AROUND THE MARINA WITHOUT A LEASH. THE LESSEE SHALL BE RESPONSIBLE FOR CLEANING UP AFTER THEIR ANIMALS.

PALM CAY
MARINA & BEACH CLUB
BAHAMAS

TERMS & CONDITIONS

42. VISITORS: NO VISITOR SHALL BE PERMITTED ON THE DOCKS UNLESS ACCOMPANIED BY THE LESSEE AND MUST BE REGISTERED WITH PALM CAY MARINA.

43. NUISANCE: NO NOISY, NOXIOUS OR OBJECTIONABLE ENGINES, RADIOS, TELEVISION OR OTHER APPARATUS OR MACHINERY OR LOUD VOICES OR MUSIC OR MUSICAL INSTRUMENTS SHALL BE OPERATED WITHIN THE MARINA OR SURROUNDING PREMISES NOR SHALL ANIMALS BE ALLOWED WITHIN THE MARINA OR SURROUNDING PREMISES SO AS TO CAUSE ANY NUISANCE OR ANNOYANCE TO PALM CAY MARINA AND PERSONS RESIDING IN THE VICINITY AND THE LESSEE UNDERTAKES FOR HIMSELF, HIS GUESTS AND ALL USING THE VESSEL THAT THEY SHALL NOT BEHAVE IN SUCH A WAY AS TO CREATE A NUISANCE AS AFORESAID.

44. USE OF VESSEL AS RESIDENCE: NO VESSEL MOORED WITHIN PALM CAY MARINA SHALL BE USED AS A PLACE OF RESIDENCE (EXCEPT AS EXPRESSLY AUTHORIZED IN WRITING BY THE COMPANY).

45. INCIDENT REPORT: IF INJURY TO ANY PERSON, OR DAMAGE TO PRIVATE OR PUBLIC PROPERTY RESULTS FROM AN INCIDENT WITHIN THE MARINA, THE LESSEE/ LESSEE OF ALL VESSELS INVOLVED MUST COMPLETE AN INCIDENT REPORT ON A FORM PROVIDED BY THE HARBOUR MASTER IMMEDIATELY OR NO LATER THAN 24 HOURS AFTER THE INCIDENT.

46. POLLUTION: ANYONE FOUND DUMPING 'BLACK WATER (SEWERAGE)' IN THE MARINA (OR IT CAN BE TRACED BACK TO YOUR VESSEL) WILL FACE A PENALTY CHARGE OF NO LESS THAN $1,000 (ONE THOUSAND DOLLARS) AND WILL ALSO BE REPORTED TO THE RELEVANT GOVERNMENT AUTHORITY FOR FURTHER PROSECUTION. ANYONE FOUND GUILTY OF BILGING OUT ANY LIQUID OTHER THAN WATER INTO THE MARINA (NAMELY FUEL, GAS, DIESEL, OIL OR ANY OTHER HYDRAULIC LIQUID) WILL FACE A PENALTY CHARGE OF NO LESS THAN $1,000 (ONE THOUSAND DOLLARS) AND WILL ALSO BE REPORTED TO THE RELEVANT GOVERNMENT AUTHORITY FOR FURTHER PROSECUTION. ANYONE FOUND DUMPING TRASH IN THE MARINA ANYWHERE BESIDES THE APPROVED DESIGNATED GARBAGE AREAS WILL FACE AN IMMEDIATE PENALTY CHARGE OF UP TO $1,000 (ONE THOUSAND DOLLARS)

47. RULES OF PALM CAY COMMUNITY ASSOCIATION LTD : THE LESSEE SHALL OBSERVE AND OBEY THE RULES FOR THE USE OF THE COMMON AREAS AND THE MARINA OF PALM CAY PROMULGATED FROM TIME TO TIME BY THE ASSOCIATION RELATING TO THE USER THEREOF OR FOR THE USE OF THE MARINA A COPY OF WHICH IS DISPLAYED IN THE MARINA OFFICES OR WILL BE PROVIDED TO THE LESSEE ON REQUEST

PLEASE INITIAL HERE HAVING FULLY READ AND ACKNOWLEDGED ALL TERMS & CONDITIONS MENTIONED ABOVE.

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IN WITNESS WHEREOF,
THE PARTIES HAVE SET THEIR HANDS AS OF THE DATE INDICATED UNDER THEIR SIGNATURES:

LESSOR

PALM CAY DEVELOPMENT

NAME _____
SIGNTURE _____
WITNESS _____
DATE _____

LESSEE

NAME _____
SIGNATURE _____
WITNESS _____
DATE _____

PALM CAY DEVELOPMENTS, YAMACRAW HILL ROAD, NASSAU, BAHAMAS
SALES: 1 (242) 603 4051 | WWW.PALMCAY.COM