



REPAIR AND DOCKAGE REGISTRATION AGREEMENT

YACHT INFORMATION

Owner's Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Fax: _____
Business Phone: _____
E-Mail: _____

Yacht's Name: _____
Make: _____ Model: _____
Hull Material: _____ O.A. Length: _____ Beam: _____
Registration No.: _____
Documentation No.: _____
Hailing Port: _____

Captain's Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Bus: _____
E-Mail: _____

Authorized Person: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Fax: _____
E-Mail: _____

TERMS AND CONDITIONS

The following terms and conditions define and govern the rights and responsibilities of ROSCIOLI YACHTING CENTER, INC., which shall include, unless otherwise specified, its owners, operators, employees, agents, contractors, and any affiliated company (collectively hereafter referred to as "RYC"), the Owner, which shall include, unless otherwise specified, the Captain, operator, manager, charterer, and agent of the Owner's vessel (collectively hereafter referred to as "Owner") and the Owner's vessel (hereafter referred to as the "Vessel") at all times that the Vessel is at RYC's premises.

1. The Vessel shall at all times remain in and be subject to the care, custody, control, and possession of Owner. This is not a bailment, and RYC is not, and shall not, be considered the bailee of the Vessel and shall not have any duty or obligation as bailee. The Vessel is at the premises of RYC at the sole risk of the Owner, who has access to the Vessel for purposes of performing work and providing security to her hull, equipment, machinery, and all personal property on board. RYC shall not be liable for any loss or damage to the Vessel, the equipment, machinery, and any personal property on board the Vessel, regardless of any cause whatsoever, including but not limited to fire, theft, vandalism, collision, windstorm, hurricane, wakes, or failure or malfunction of equipment owned or operated by RYC, unless such loss or damage is caused solely by the gross negligence or willful misconduct of RYC. It is understood and agreed that the Owner has and shall maintain insurance that includes liability, hull and machinery, crew, and USL&H coverage, a copy of which is to be provided to RYC upon registration. This insurance shall cover any contractors, subcontractors, fees, and damage to the Vessel, her equipment, machinery, and any personal property on board the Vessel, and in the event of any loss or damage, Owner shall look to the Owner's insurance company for payment. Nothing herein shall be deemed to constitute a waiver of any subrogation rights held by the insurer of the Vessel.

2. Owner shall be solely responsible for the safety of any person and the property of any person it employs or permits to be on board the Vessel for any purpose, including employees, captain, crew, guests, agents, contractors, subcontractors, workers, vendors, and their employees. RYC assumes no responsibility and shall not be liable for any claim for loss or damage to property, personal injury, or death of any such person, unless such loss or damage is caused solely by the gross negligence or willful misconduct of RYC. Owner releases and waives any and all claims against RYC, its management, owners, agents, and directors for bodily injury, personal injury, or other harm (including death) to Owner, its guests, family, employees, agents, contractors, and subcontractors, while on RYC premises, unless such loss or damage is caused solely by the gross negligence or willful misconduct of RYC. Owner shall defend and indemnify RYC and its officers, directors, employees, agents, and subcontractors against all claims, actions, liabilities, and damages for injury to persons (including death) or damage to property arising directly or indirectly out of the use of RYC's slips or marina facilities by the Owner, its guests, family, employees, agents, contractors, and subcontractors, unless such loss or damage is caused solely by the gross negligence or willful misconduct of RYC and/or such officers, directors, employees, agents, or subcontractors. THIS CLAUSE REFLECTS AN AGREED CONTRACTUAL ALLOCATION OF RISK BETWEEN THE PARTIES, WHEREBY THE OWNER SHALL LOOK SOLELY TO ITS OWN INSURER AS TO RISKS ASSOCIATED WITH THE USE OF RYC'S SLIPS AND ASSOCIATED MARINA FACILITIES.

3. Owner agrees that Owner and its guests, family, employees and agents shall comply with all applicable laws, rules, and regulations of this State, as well as any other governmental body or regulatory authority. Owner shall also be responsible for the negligence, actions, and omissions of any person

it employs or permits to be on board the Vessel for any purpose, including, employees, captain, crew, guests, agents, contractors, subcontractors, workers, vendors, and their employees which causes loss or damage to property of RYC or any person, or personal injury or death of any person. RYC assumes no responsibility and shall not be liable for any such claim for loss or damage to property, personal injury, or death unless such loss or damage is caused solely by the gross negligence or willful misconduct of RYC. Owner agrees to and shall indemnify and hold harmless RYC for all cost, expenses, attorneys' fees incurred by or on behalf of RYC in the defense of a claim, and to indemnify and hold harmless RYC on a judgment, for any such person for loss or damage to property, personal injury, or death, unless such loss or damage is caused solely by the gross negligence or willful misconduct of RYC.

4. Owner is responsible for securing the Vessel in a safe, prudent, and seaworthy manner, in addition to all other generally accepted practices in the maritime community. Owner shall be liable for damages caused to other Vessels or to any part of RYC's premises, including, but not limited to, docks, pilings, plumbing, wiring, and other equipment and machinery, caused by the Vessel, including damage caused by the leaking of fuels, oils, or any liquids or fluids from the Vessel. RYC shall not be liable for any negligence (except for RYC's gross negligence or willful misconduct) for taking any measure that it deems appropriate for securing the Vessel, including the towing or moving of the Vessel.

5. RYC has the right to and is authorized by Owner to operate the Vessel for purposes of service, testing, and inspection. RYC has the right to and is authorized by Owner to remove or have the Vessel removed from the premises should there be any event, condition, or occurrence or threatened event, condition, or occurrence, which, in the discretion of RYC, would compromise the safety of the Vessel, persons, and property at RYC, and all expenses incurred for that purpose shall be for Owner's account. RYC is also entitled to move or tow the Vessel at any time that it deems necessary for management of RYC's premises and maintenance or repair of slips or any associated marina facility, including sea walls, etc., and Owner agrees that RYC shall not be liable for any damages incurred by the Vessel during such moving or towing, including if the Vessel is damaged by the negligence of RYC, its employees, agents, or directors (except for damages cause solely by RYC's gross negligence or willful misconduct). If the Vessel must be removed from RYC's premises for any reason, including maintenance of RYC's premises, RYC may tow said Vessel to alternate dockage. Owner agrees and understands that the charges for towage and storage shall accrue and Owner shall be solely liable for such costs, which may constitute a Maritime Lien on the Vessel.

6. Expeditious completion of all work to be performed is primary. Therefore, so as not to impede work progress, in the event the Owner or authorized representative is not readily available to sign a work (change) order or contract, Owner hereby authorizes RYC (without an appropriate signature) to proceed and/or continue with the work identified (and/or recommended by RYC) to be performed on and to the Vessel, and the Owner further agrees and promises to sign and immediately return to RYC the signed work (change) order or contract upon receipt, and further guarantees payment of the work (change) order or contract identified, in compliance with RYC billing policy.

7. All invoices are due and payable on presentation, but in all events must be paid before the Vessel leaves RYC's premises, and RYC may retain possession of the Vessel until all obligations incurred on behalf of the Vessel, the Owner and authorized person(s) are paid. The Owner personally assumes the liability and agrees to pay all obligations incurred by the Vessel and the above-named authorized person(s). A late payment of one and one-half percent (1½%) per month, not to exceed the maximum rate of interest allowed by law, will be added to bills, which are not paid within ten (10) days from the time they are rendered. Should RYC deem it necessary to retain an attorney to collect any charges due, RYC shall be entitled to recover reasonable attorneys' fees from the Owner, regardless of whether any suit is brought against Owner or Vessel. Owner further agrees that RYC has a Maritime Lien on the Vessel for all labor, materials, services, dockage, and other necessities provided to the Vessel.

8. RYC's responsibility is limited to providing the service and materials contracted by Owner. The liability of RYC, which shall only be for breach of the contract with respect to the service and materials provided, is subject to and conditioned upon RYC being notified in writing no later than seven (7) calendar days from the departure of the Vessel from RYC premises and is also subject to and conditioned upon RYC having the opportunity to inspect the Vessel prior to any repairs or replacements. Absent Owner's compliance with these conditions, RYC shall have no responsibility, and the claim shall be considered waived by Owner and the Vessel.

9. IN NO EVENT SHALL RYC BE LIABLE TO OWNER FOR CLAIMS FOR LOSS OR DAMAGE OF PROPERTY OF THIRD PARTIES, PERSONAL INJURY OR DEATH, LOSS OF USE, LOSS OF INCOME, LOSS OF MARKET, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL ITEM OF LOSS OR DAMAGE, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICE AND MATERIALS PROVIDED BY RYC. RYC MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICE OR MATERIALS PROVIDED BY RYC OR ANY THIRD PARTY. ANY AND ALL WARRANTIES IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED. ANY EXPRESS WARRANTIES WITH RESPECT TO THE MATERIALS PROVIDED ARE THOSE, IF ANY, OF THE MANUFACTURER ONLY AND NOT OF RYC.

10. RYC DOES NOT WARRANT, REPRESENT, OR GUARANTEE THE CONDITION, FITNESS, ABILITY, OR CAPABILITY OF ANY PART OR MATERIAL THAT IS MANUFACTURED OR FABRICATED BY A THIRD PARTY THAT IS INSTALLED ON OR PROVIDED TO THE VESSEL. UNDER NO CIRCUMSTANCES SHALL RYC BE CONSIDERED TO BE IN THE CHAIN OF DISTRIBUTION OR THE SELLER OF ANY SUCH PART OR MATERIAL FOR PURPOSES OF THE MALFUNCTION, DEFECT, OR DANGEROUS CONDITION WHICH MAY BE DETERMINED TO BE A CAUSE, IN WHOLE OR IN PART, OF LOSS OR DAMAGE TO PROPERTY, PERSONAL INJURY, OR DEATH. ANY AND ALL THIRD PARTIES AND MATERIALS PROVIDED BY RYC SHALL BE CONSIDERED INCIDENTAL TO THE SERVICE PROVIDED BY RYC TO THE VESSEL.

11. RYC will undertake to provide any services in the most expeditious way that it determines, However, RYC does not warrant or guarantee the completion date of service and materials provided by RYC, and any estimated completion date shall not be considered binding.

12. It is agreed that:

- a) Outside contractors will be permitted on RYC's premises only if authorization to perform work has been obtained from RYC's office.
- b) All day workers and outside contractors must obtain a purchase order to work in the facility. Owner agrees to pay RYC a minimum of 25% (or such other percentage as may be mutually agreed in writing) of the total contracted invoice upon completion. Vessel/Owner must carry USL&H insurance to cover these outside contractors/subcontractors.
- c) Prior to any work performed at RYC's facility, outside contractors must invoice for services rendered through RYC with evidence (ACORD) of appropriate Insurance. Coverage limits are available at RYC's office.
- d) All outside contractors must invoice for services rendered through RYC.
- e) Final billing must be resolved and paid prior to the Vessel leaving RYC's premises.

13. In the event that the Vessel is berthed upon RYC's premises prior to, during, and immediately after the event of a tropical storm or hurricane, the Vessel shall be berthed at RYC's premises under the terms and rates applicable to hurricane storage in the Agreement. Owner acknowledges and agrees

that the rates for hurricane storage are different from regular dockage rates due to the additional costs related to the furnishing of this service to Owner. Owner further agrees that the charges for hurricane storage are commensurate with the services furnished by RYC during such conditions.

Hurricane and tropical storm conditions create additional costs which must be borne by RYC, including without limitation, increased monitoring costs and staffing costs, towage and berthing activities, and other factors related to the berthing of Vessels during hurricane and/or tropical storm conditions. Further, by undertaking to provide hurricane storage services to its customers, RYC incurs the additional risk of loss of use of RYC premises following hurricane and/or tropical storm conditions due to the possibility that foundered and/or damaged vessels will prevent or inhibit RYC from operating following the end of the weather conditions. RYC provides hurricane storage only as a courtesy to its customers, including Owner, and must increase its rates as a result of the additional costs and services rendered to its customers during hurricane and/or tropical storm threats.

Owner further agrees that hurricane and/or tropical storm conditions are necessarily dangerous, and that the Vessel could sustain damage as a result of debris and/or falling structures as a result of the hurricane and/or tropical storm conditions. Owner agrees to indemnify and hold RYC harmless for any loss or damage to the property of the Owner, including the Vessel and its crew, as a result of any damage that the Vessel may sustain as a result of such hurricane and/or tropical storm conditions.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (and Federal law as applicable). Any dispute, except for claims involving personal injury or deaths arising out of this agreement shall be subject to and be required to go to binding arbitration in Broward County, Florida, before a single neutral arbitrator to be appointed with the agreement of the parties. RYC and Owner agree to be subject to the jurisdiction of the state and federal court in Broward County, Florida, which shall have jurisdiction to (a) enforce the arbitration provision; (b) appoint an arbitrator in the event the parties are unable to agree on an arbitrator; and (c) confirm and enforce the arbitration award. The prevailing party in the arbitration shall be entitled to recover reasonable attorneys' fees. Notwithstanding the requirement to arbitrate, this shall not constitute a waiver of or in any way restrict the right of RYC to enforce its rights as the holder of a maritime lien for services and other necessities provided to the Vessel by pursuing an In Rem claim against the Vessel and/or demanding that the Owner post security in an amount and form agreeable to RYC in lieu of the arrest of the Vessel.

15. This Agreement constitutes the entire understanding between all parties to this Agreement. No representations, except as expressly set forth herein, have been made by any party to the other, and this Agreement cannot be amended or modified except by written agreement, signed by RYC, before or during the term of this Agreement, which writing specifically states that it is an amendment or modification thereto. In the event that any provision of this Agreement is held to be unenforceable, all other provisions of this Agreement shall be undisturbed and remain in full force and effect.

16. Execution of this Agreement below by or for Owner and the Vessel is an acknowledgement by Owner that (a) each and every term and condition set forth herein is understood and agreed to; (b) Owner understands that execution of this Agreement is a condition and inducement to RYC agreeing to undertake and provide service and materials to Owner and the Vessel; (c) Owner has had the opportunity to read and discuss the terms and conditions with RYC; (d) Owner understands and agrees that the terms and conditions set forth above limit, reduce, and/or eliminate the rights of Owner and limit, reduce, and/or eliminate the responsibility and liability of RYC; and (e) Owner agrees to be bound by the terms and conditions without exception as set forth above.

17. It is agreed that the Rate Schedule attached as Exhibit "A" shall apply to and be an integral part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of _____, 20____.

ROSCIOLI YACHTING CENTER, INC.

OWNER/VESSEL

By: _____

By: _____
Authorized Representative

Exhibit "A"
RATE SCHEDULE

Hauling:	\$ 750.00 Flat Rate up to 50' - Elevator Only
	\$ 20.00 Per foot for Vessels 51' to 80'
	\$ 23.00 Per foot for Vessels 81' to 100'
	\$ 25.00 Per foot for Vessels 101' to 155' Maximum
	\$ 30.00 Per foot for survey hauls, 2 hours only. Additional \$250.00 per hour will be charged to hold Travelift.
	\$500.00 Additional Blocking and Keel Setup.
	\$500.00 Environmental Protection Tarp and Containment Disposal.
	\$ 30.00 Per foot for Elevator Hauling for wood boats.
	Lay Days - In the event a Vessel cannot be launched for any reason beyond the control of RYC, the Lay Day charge to the Vessel/Owner is \$500.00 per day.

Pressure Wash Bottom:	\$ 5.00 per foot	
Services:	Diver	\$ 350.00
	Cooling Tower	\$ 65.00 per day + installation.
	Forklift (1 hour minimum)	\$ 100.00 per hour.
	Man lift (1 hour minimum)	\$ 150.00 per hour.
	Scissor Lift (1 hour minimum)	\$ 150.00 per hour.
	Scaffolding	\$ 150.00 per day, per piece.
	Interior Cleaning	\$ 40.00 per hour.
	Exterior Wash Downs	\$ 45.00 per hour.
	Waste Oil Disposal	\$ 4.00 per gallon.
	Towing a boat- (1/2 hour minimum)	\$ 125.00 for 1/2 hour/\$250.00 per hour.
	Work Shed Rental	\$1,000.00 per day
	Storage Container	\$ 150.00 per week.
	Warehouse Storage	\$1,500.00 per month.
	Hazardous Waste Cleanup	\$ 375.00 per ton *
	Sandblasting	\$ 400.00 per hour *
Basic A/C and Refrigeration Flush	\$1,850.00	

* Includes: 2 men, Silican Sand, Compressor Pot, Hoses, Nozzles, OSHA Approved Breathers.

Dockage:	Regular Daily Storage Fee for vessels with beam 23' or less.	\$ 2.00 per foot **
	Regular Daily Storage Fee for vessels with beam of more than 23'.	\$ 3.00 per foot **
	Tender	\$ 1.00 per foot
	Daily storage fee In-shed - out of water	\$ 5.00 per foot, per day

** Note: You will be charged dockage while work is bring performed on your vessel.

There will be a 3% Project Management Charge on all invoicing.

THERE WILL BE A .20¢ PER GALLON SURCHARGE FOR FUELING IN YARD

Materials: All materials necessary to the repair, refurbishment, or maintenance of any Vessel in the facility

Must be supplied by and purchased at RYC's stockroom.

Note: All charges are subject to a 1.9% charge for Ship Repairer's Legal Liability Insurance (SRLLI) together with Florida Sales tax of 6%.

All rates are subject to change on thirty (30) days' prior notice, at RYC's sole discretion.

RYC and Owner acknowledge and agree that the above referenced Rate Schedule is an integral part of the Repair and Dockage Registration Agreement beginning on the first page of this Agreement.

Revised: 03/03/16

Exhibit "A"
RATE SCHEDULE

Hurricane:	Daily In-Water Storage Fee	\$ 3.50 per foot, per day
	Daily In-Shed (out of water)	\$ 2,500.00 per day + Haul Out
	Daily Hard Deck	\$ 1,500.00 per day + Haul Out

Note: Hurricane rates will be charged from the day of arrival up to and including the day of departure.

Electricity:	50 Amp 1 Phase	\$ 13.00 per day
	100 Amp 1 Phase	\$ 32.00 per day
	100 Amp 3 Phase	\$ 45.00 per day
	150 Amp 3 Phase	\$ 78.00 per day

Dockside Services:	24-hour Camera Surveillance and Roving Guard Services. Water and Trash Removal	
	• Vessels under 60 Feet	\$ 6.00 per day
	• Vessels 60-89 Feet	\$ 8.00 per day
	• Vessels 90 Feet and Over	\$ 14.00 per day

Labor:	Environmental Cleanup	Per Incident
	Black Water Repair	\$150.00 per hour
	Electricians	\$ 95.00 per hour
	Welders/Fabricators	\$ 95.00 per hour
	Mechanics	\$ 95.00 per hour
	Carpenters	\$ 85.00 per hour
	Painters	\$ 85.00 per hour
	Haul and Launch	\$ 85.00 per hour
	Dock	\$ 85.00 per hour
	Supervision	\$ 85.00 per hour
	Engineering	\$150.00 per hour
	CAD Drawings	\$150.00 per hour

Note: All approved outside vendors with proper insurance shall be billed @ \$50.00 per man, per day.

There will be a 3% Project Management Charge on all invoicing.

THERE WILL BE A .20¢ PER GALLON SURCHARGE FOR FUELING IN YARD

Materials: All materials necessary to the repair, refurbishment, or maintenance of any Vessel in the facility

Must be supplied by and purchased at RYC's stockroom.

Note: All charges are subject to a 1.9% charge for Ship Repairer's Legal Liability Insurance (SRLI) together with Florida Sales tax of 6%.

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Revised: 03/03/16