

## Terms & Conditions

- 1. Acceptance of Terms and Conditions:** Any customer placing its vessel alongside or on YANKEE POINT MARINA's (The Company) property shall be deemed to have consented to these Terms and Conditions in consideration for the Company providing access to its property and for the price schedule that Company offers to Customers under these Terms and Conditions.
- 2. Responsibility for property:** The Company accepts no responsibility whatsoever for personal or boat property that may be lost or damaged whilst anywhere on property, including in the yard or in the slips. Customers must take normal precautions to ensure that their property and/or boats are secure at all times.
- 3. Liability concerning hauling/chocking/etc.:** Customers 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 (chocking, etc.). In respect to Wooden and Multi-Hull boats, the management and staff will take every normal care during the lift, and chocking, but accept no responsibility for distortion or crushing caused by the actual lifting method, due to the construction of the said vessel. If Customer is in any doubt, he should seek advice prior to being hauled.
- 4. Moving vessels as needed:** The Company reserves the right to move a vessel's chocked position and/or move a vessel within the yard and/or move a vessel from a wet slip to the yard and/or move a vessel between/among wet slips should such move(s) become necessary for any reason, without consultation or presence of the Customer or his representative.
- 5. Adherence to local laws and responsibility for conduct:** The Customer is responsible for the correct entry and clearance of his vessel in compliance with the Virginia laws and requirements. Furthermore, the Customer is responsible for all actions and conduct of his charterers, crew, passengers, and guests at all times.
- 6. Price adjustments:** The Company reserves the right to adjust its prices for any goods or services as it deems necessary. Any vessel 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. Certain slip holders will not be subject to changes in certain rates until their dockage contract(s) expire.
- 7. Change in vessel ownership:** In the event of a change of ownership for a vessel, the Company must be notified in writing by the original Customer, who remains responsible for all work, storage and/or wet slip fees contracted by him and all accumulating dues until a similar contract is signed by the new owner.
- 8. Payment:** The Customer acknowledges that it has reviewed the Company's standard rate schedule (available on request) and agrees to the prices set forth therein. The Customer acknowledges that the prices set forth in any rate schedule are subject to change at The Company's discretion; such discretion will be used reasonably. The Company will send the Customer invoices as appropriate based on the scope of work being undertaken (if any). The Customer shall pay the Company in accordance with the terms listed on each invoice received, and all invoices must be settled prior to the vessel's launch or departure from the Company's facility. A fee of 1.5% per month, prorated daily, will be applied to accounts past due. The Customer agrees to pay for all services, parts, labor and materials described therein and/or described on work orders and/or emails for all other incidental services, parts, supplies, and materials which are, in the sole opinion of the Company, reasonably necessary to perform the work requested by the Customer or its agent's instructions, or as is reasonably necessary to accomplish such work. The Customer agrees that all prices, time, materials, and labor listed on any work order are estimates only and subject to variance. No vessel shall leave the Company property until all outstanding bills have been paid or satisfactory arrangements have been made with the Company. The Customer's violation of this requirement will result in a \$500 per day fee as liquidated damages, and not as a penalty, in addition to the Company's standard rates for approved Customers. It is understood that the resultant damages of any such violation would be difficult to ascertain with certainty but that the amount stipulated herein is a good faith reasonable estimate of the damages the Company would suffer were these conditions to be breached. However, the Company expressly reserves any and all other rights and remedies it may have for such unauthorized trespass or removal of vessels.
- 9. Action permitted to collect unpaid debts:** 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 Customer shall fail to pay monies due to the Company, the Company may without prejudice to all its other rights:
  - a. Seize the vessel and all its appurtenances and contents until payment of all monies due, after giving notice of seizure in writing to the Customer.
  - b. 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 Customer shall be deemed to have appointed the Company his agent for the purpose of such sale and the Company shall be free of all responsibility for any loss or damage suffered by the Customer 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.
- 10. Price adjustments in the event of non-payment:** The Customer is responsible for the timely payment of yard storage and/or wet slip and/or any other fees owed to the Company. Failure to pay storage or wet slip 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 Company will:
  - a. Issue a written notice to the Customer for payment of outstanding storage.
  - b. Change the storage rate to double (2x) the standard storage rate and/or the longer-term wet slip rate to a daily wet slip rate.
  - c. Will revert to section 9 if nonpayment of storage continues.
- 11. Attorney in name:** The Customer appoints the Company 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 hereinbefore conferred on the Company where the circumstances as described herein are effective.
- 12. Use of subcontractors:** The Company may engage subcontractors to perform work pertaining to a vessel, the costs of which are the responsibility of the Customer. The Company will make every reasonable effort to ensure that bills received from subcontractors are a fair representation of the services and goods provided to the vessel. In the event of a billing dispute between any subcontractor and the Company, the Company will make every reasonable effort to negotiate with that subcontractor, and the Customer agrees to abide by the terms of any resulting resolution.



- 13. Insurance:** The Customer agrees to keep his vessel(s), other than dinghy, insured with liability insurance and The Company named as additionally insured. The Customer agrees to look exclusively to his own insurer to recover for injuries or damage in the event of any loss or injury, and the Customer releases and waives all rights against the Company arising by way of subrogation. Failure to maintain a valid insurance policy will result in increases to storage or wet slip fees and the Customer may be required to remove their vessel from the Company's property on short notice.
- 14. Limited warranty:** The Company will, as required, provide the Customer with certain material, equipment, appliances and goods that have been manufactured and/or furnished by third party vendors, supply houses, distributors and manufacturers; the Company will use its best efforts to ensure that such products are new and purchased from reputable suppliers. The Company did not manufacture such products and warrants its own services and workmanship only. The Company will not be liable for any latent defects in any product (not observable on reasonable inspection), dangerous products, design defects in products, or defective warnings. The Company hereby assigns (to the extent they are assignable) and conveys to the Customer all manufacturers' and suppliers' warranties, together with operating instructions if available, on all such products provided by the Company. **Notice of Claim:** Notice must be given to the Company within 72 hours of the Customer's first knowledge of a potential claim (an "Occurrence"), and no repairs can be made until the Company has had a reasonable opportunity to inspect and survey any such damages. Written notice of intent to assert a Claim must be made to the Company within 30 days of any Occurrence. Any Claim asserted must be brought within 6 months of the date of the Occurrence and failure to do so will result in release and waiver of the right to bring the Claim. Failure to give any notice and opportunity to inspect, if applicable, under this clause constitutes release and waiver of the right to bring the Claim. Written notices shall be provided by certified mail with a tracking number to the Company at:

**Yankee Point Marina**  
**1303 Oak Hill Rd**  
**Lancaster, VA 22503**  
**Attn: Todd Patterson**

The Company warrants that any work undertaken by its employees aboard the vessel will be performed in a professional and workmanlike manner consistent with applicable industry standards. This limited warranty does not extend to work performed by third parties, regardless of by whom they are contracted; however, the Company will take all reasonable efforts to remedy issues in the work of third parties if contracted by the Company as if said work had been performed by the Company. This limited warranty will be in effect for a period of one hundred and eighty days (180) days from the date of invoicing (the "Limited Warranty Period"). If during the Limited Warranty Period, the Company receives written notice of an issue with work performed by the Company, and said issue is the result of poor workmanship by the Company, the Company will, as the Customer's sole and exclusive remedy and the Company's entire liability for any breach of the foregoing warranty, at the Company's sole option and expense, promptly remedy the issue or refund to the Customer the fees paid for the work from which the issue stems. The Customer acknowledges and accepts that efforts to remedy such an issue may require Vessel to return to Yankee Point Marina.

This limited warranty does not cover damage due to external causes including accident, abuse, misuse, problems with electrical power, servicing not authorized by the Company, usage not in accordance with product instructions, failure to perform required preventive maintenance, and problems caused by use of parts and components not supplied by the Company. This limited warranty does not cover replacement or repair of materials due to normal wear. The Company's responsibility is limited to repair or replacement at its designated facility, in which case the decision shall be in the sole judgment of the Company. Unless otherwise expressly stated in the scope of work to be performed, the Company makes no representation or warranty regarding a vessel's equipment's compliance with governmental regulations.

The Company does not accept liability beyond the remedies set forth in this warranty statement or liability for incidental or consequential damages, including without limitation any other liability. The Company makes no express warranties beyond those stated in this warranty statement. Furthermore, no personnel of the Company are authorized to make warranties of any nature, orally or otherwise. All additional warranties must be in writing and signed by authorized personnel of the Company in order to be binding upon the Company.

- 15. Use of Photos/Videos/Work Products in Social Media and Other Marketing:** The Customer authorizes the Company to take and use photographs and/or video of the vessel (interior, exterior, bilges, rigging, etc.), and understands that all photographs and videos taken/made/commissioned by the Company, and all written work products prepared by the Company concerning the vessel, are the property of the Company. The Customer acknowledges that participation with the Company is voluntary, and as such will receive no financial compensation for such photos/videos. The Customer hereby irrevocably authorizes the Company to edit, alter, exhibit, publish or distribute these photos/videos and all work products prepared by the Company concerning the vessel for purposes of publicizing the Company or for any other lawful purpose. The Customer holds harmless and releases and forever discharges the Company from all claims, demands and causes of action which the Customer, the Customer's heirs, representatives, executors, administrators, or any other persons acting on the Customer's behalf or on behalf of the Customer's estate, have or may have by reason of this authorization. The Customer understands it is the Company's intention to upload such photos and/or videos and/or work products on its Facebook page, website or any other lawful social media outlet, and may, from time-to-time, use them in other marketing efforts. The Company will not share any of the Customer's personal information (i.e. street address, phone number, email, etc.), and will redact the vessel's name when asked to do so specifically by the Customer.
- 16. 'Acts of God':** 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.
- 17. Release of liability and indemnity:** The Customer expressly releases and forever discharges the Company and its agents and employees, in both their official and individual capacities, as well as their successors and assigns, from any claims, actions, demands, and causes of



action in law or in equity from any liability for loss, including loss of life, or damages to person or property, including damages caused by weather, vandalism, collision, theft, equipment malfunction, fire, power shortage, or the acts of third parties, whether negligent or intentional. This Release of Liability and Indemnity expressly applies to property loss or damage to the vessel, including motor, sails, furniture, equipment, tackle, or appurtenances, or to any property contained in or on the vessel or to personal property of others on the vessel. The Customer further agrees to defend, indemnify, and hold the Company harmless from any loss, cost, expense, claim, or liability, including attorney's fees and costs of litigation and appeal, for any personal injury, loss of life, and property damage related in any way to the Customer's actions or property, regardless of negligence. This paragraph shall survive the expiration or termination of B+G's engagement.

18. **Governing law:** The entirety of the Company's and the Customer's professional relationship is governed by the laws of Virginia and the parties agree that the courts of Virginia shall have exclusive jurisdiction over any dispute that arises between parties, except in the event the Customer defaults on its responsibilities under these Terms & Conditions, in which case the Company reserves the right to pursue action(s) in the Customer's place of residence and/or the vessel's place of registration.
19. **Future amendments:** The Company reserves the right to amend these Terms & Conditions as required by Virginia law/statute/policy and/or its insurer.
20. **Duration:** These terms and conditions remain in effect until terminated by the Customer by the payment of all his outstanding dues, or by the Company by giving notice to the Customer in writing, (without prejudice of any claims the Company may have against the Customer), for any reason whatsoever.

